

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

John Tu and David Sun

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

2. Name and address of receiving party(ies):

Name: Lexar Media, Inc.

Internal Address:

Street Address: 47421 Bayside Parkway

City: Fremont

State: CA Zip: 94538

Additional name(s) & address(es) attached?

☐ Yes☒ No

3. Nature of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Termination of Security Interest

Execution Date: June 30, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Provisional/Patent Application No.(s):

See attached

B. Patent No.(s):

See attached

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John T. McNelis

Internal Address: Fenwick & West LLP

Street Address: Silicon Valley Center
801 California Street

City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41): \$480.00

☒ Check Enclosed☐ Fee Transmittal Enclosed☒ Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John T. McNelis, Reg. No. 37,186

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, documents: 11

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450,
Alexandria, VA 22313-1450.

Case Docket No.: 21165-00023

700255861

PATENT 9000/00103/DOCS/1605057.1
REEL: 017422 FRAME: 0871

APR-04-06 02:02PM FROM-Fenwick & West Mountain View
MAR-15-06 12:49PM FROM-Fenwick & West Mountain View

650 938 5200
650 938 9200

T-049 P.007/017 F-684

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

Name of conveying party(ies):

John Tu and David Sun

Name and address of receiving party(ies):

Lexar Microsystems, Inc.
47421 Bayside Parkway
Fremont, CA 94538

Nature of Conveyance:

Termination of Security Interest

Applications/Patents No.:

5,818,350
5,845,313
5,835,935
6,014,409
5,907,856
5,388,083
5,479,638
5,485,595
5,606,660
5,596,526
08/858,847
60/006,478

APR-04-06

02:01PM

FROM-Fenwick & West Mountain View

650 938 5200

T-049

P.006/017

F-684

MAR-15-06

12:49PM

FROM-Fenwick & West Mountain View

650 938 5200

03/15/2006
RECORDATION COVER SHEET
78023878
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

John Tu and David Sun

Additional name(s) of conveying party(ies) attached?

☒ Yes☐ No

3. Nature of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Termination of Security Interest

Execution Date: June 30, 2000

2. Name and address of receiving party(ies):

Name: Lexar Media, Inc.

Internal Address:

Street Address: 47421 Bayside Parkway

City: Fremont

State: CA Zip: 94538

Additional name(s) & address(es) attached?

☐ Yes☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Provisional/Patent Application No.(s):

See attached

B. Patent No.(s):

See attached

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John T. McNelis

Internal Address: Fenwick & West LLP

Street Address: Silicon Valley Center
801 California Street

City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41): \$480.00

☒ Check Enclosed☐ Fee Transmittal Enclosed☒ Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John T. McNelis, Reg. No. 37,186

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, documents: 11

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Case Docket No.: 21165-00023

A9000/00103/DOCS/1605057.1

PATENT
REEL: 017422 FRAME: 0873

APR-04-06

02:02PM

FROM-Fenwick & West Mountain View

650 938 5200

T-049

P.008/017

F-684

MAR-15-06

12:50PM

FROM-Fenwick & West Mountain View

650 938 5200

1997 REGISTRATION FORM PATENTS C

09-04-1997



100522065

To the Honorable Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies):

Lower Microsystems, Inc

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: John Tu and David Sun

Internal Address:

Street Address: 17600 Newhope Street

City: Fountain Valley

State: CA

Zip: 92708

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other:

Execution Date: August 8, 1997

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application date is _____

A. Patent Application No.(s)

08/420,238

08/795,072

60/006478

08/508,706

08/831,288

08/327,484

08/858,847

B. Patent No.(s)

5,358,083

5,808,660

5,478,838

5,588,528

5,485,506

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed

Name: Robert E. Rich, Esq.

Internal Address:

Street Address: Stradling, Yeeva, Cargan & Smith

500 Newport Center Drive, Suite 1800

City: Newport Beach, State: CA Zip: 92660

6. Total number of applications and patents involved: 12

7. Fee (37 CFR 3.41) ... \$ 480

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 09/1997 VBRDW- 00000150 08420239
111-111 480.00 UP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Robert E. Rich

Name of Person Signing

Signature

August 22, 1997
Date

Total number of pages including cover sheet, attachments, and document: 5

411571 1117551 0004

PATENT

REEL: 8660 FRAME: 0267

PATENT

REEL: 017422 FRAME: 0874

This STATEMENT is presented for filing pursuant to the California Uniform Commercial Code

1. FILE NO. OF ORIG. FINANCING STATEMENT 9723160148		1A. DATE OF FILING OF ORIG. FINANCING STATEMENT 08/15/1997		1B. DATE OF ORIG. FINANCING STATEMENT		1C. PLACE OF FILING ORIG. FINANCING STATEMENT CA-CENTRAL*	
2. DEBTOR (LAST NAME FIRST) LEXAR MICROSYSTEMS, INC. 2B. MAILING ADDRESS 47421 BAYSIDE PARKWAY				2C. CITY, STATE FREMONT, CA		2D. ZIP CODE 94538	
3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)				3A. SOCIAL SECURITY OR FEDERAL TAX NO.			
3B. MAILING ADDRESS				3C. CITY, STATE		3D. ZIP CODE	
4. SECURED PARTY NAME TU, JOHN SUN, DAVID MAILING ADDRESS 17600 NEWHOPE STREET CITY FOUNTAIN VALLEY STATE CA ZIP CODE 92708				4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.			
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE				5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.			
6. CONTINUATION-The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here <input type="checkbox"/> and insert description of real property on which growing or to be grown in item 7 below.							
B. <input type="checkbox"/> RELEASE- From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in item 7 below.							
C. <input type="checkbox"/> ASSIGNMENT- The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in item 7 below.							
D. <input checked="" type="checkbox"/> TERMINATION- The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.							
E. <input type="checkbox"/> AMENDMENT- The Financing Statement bearing the file number shown above is amended as set forth in item 7 below. (Signature of Debtor required on all amendments.)							
F. <input type="checkbox"/> OTHER							

8. (Date) 19

By: (SIGNATURE OF DEBTOR) (TITLE)
TU, JOHN , SUN, DAVID

By: (SIGNATURE OF SECURED PARTY) (TITLE)

10. Return Copy to

NAME
ADDRESS
CITY AND
STATE



P6-0000-981-5
AmeriSearch
1232 Q Street
Sacramento, CA 95814

#C2769402

CA-CENTRAL*

773

TERMINATION

00208C0232



FILED
SACRAMENTO, CA
JUL 24, 2000 AT 1347
BILL JONES
SECRETARY OF STATE

ATTACHMENT II TO PATENT SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

(PATENTS)

THIS GRANT OF SECURITY INTEREST, dated as of August 8, 1997, is executed by LEXAR MICROSYSTEMS, INC., a California corporation ("Grantor"), in favor of JOHN TU and DAVID SUN (each, a "Secured Party" and collectively, "Secured Parties").

A Pursuant to a Note Purchase Agreement of even date (the "Note Purchase Agreement"), between Grantor and the Secured Parties, the Secured Parties have agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.

B Grantor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (the "Patents").

C Grantor has entered into a Patent Security Agreement dated the date hereof (the "Security Agreement") in favor of the Secured Parties; and

D Pursuant to the Security Agreement, Grantor has granted to the Secured Parties a security interest in all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to the Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein

Secured Parties' address is:

John Tu
David Sun
17600 Newhope Street
Fountain Valley, California 92708

507.019.3.175.1.0000

II-1

PATENT

REEL: 8660 FRAME: 0268

APR-04-06

02:04PM

FROM-Fenwick & West Mountain View

650 938 5200

T-049

P.014/017

F-684

650 938 5200

MAR-15-06

12:51PM

FROM-Fenwick & West Mountain View

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed
as of the day and year first above written.

LEXAR MICROSYSTEMS, INC.

By: 

Name: John Reimer
Title: President

507819-0117551.0000

11-2

PATENT
REEL: 3660 FRAME: 0269

PATENT
REEL: 017422 FRAME: 0877

APR-04-06

02:04PM

FROM-Fenwick & West Mountain View

650 938 5200

T-049

P.015/017

F-684

650 938 5200

MAR-13-06

12:51PM

FROM-Fenwick & West Mountain View

STATE OF CALIFORNIA

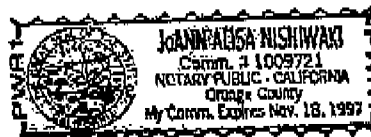
) SS.

COUNTY OF ORANGE

On August 8 1997 before me, JOHNNIE A. NISHIWAKI
 personally appeared John Harold Reimer
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
 whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
 executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument

WITNESS my hand and official seal

Signature



(Seal)

507-19-347351.0000

II-3

PATENT

REEL: 8660 FRAME: 0270

PATENT

REEL: 017422 FRAME: 0878

APR-04-06

02:04PM

FROM-Fenwick & West Mountain View

650 938 5200

T-049 P.016/017 F-684

MAR-15-06

12:51PM

FROM-Fenwick & West Mountain View

650 938 5200

SCHEDULE I-A TO ASSIGNMENT FOR SECURITYUNITED STATES PATENTS

<u>PATENT NO.</u>	<u>ISSUED DATE</u>	<u>TITLE</u>
5,388,083	02/17/95	FLASH MEMORY MASS STORAGE ARCHITECTURE
5,479,638	12/26/95	FLASH MEMORY MASS STORAGE ARCHITECTURE INCORPORATION WEAR LEVELING TECHNIQUE
5,485,545	01/16/95	FLASH MEMORY MASS STORAGE ARCHITECTURE INCORPORATION WEAR LEVELING TECHNIQUE WITHOUT USING CAM CELLS
5,606,600	02/25/97	METHOD AND APPARATUS FOR COMBINING CONTROLLER FIRMWARE STORAGE AND CONTROLLER LOGIC IN A MASS STORAGE SYSTEM
5,596,526	01/21/97	A NON-VOLATILE MEMORY SYSTEM OF MULTI-LEVEL TRANSISTOR CELLS AND METHODS USING THE SAME (AS AMENDED)

507X19317551.0000

II-4

PATENT
REEL: 8660 FRAME: 0271PATENT
REEL: 017422 FRAME: 0879

APR-04-06 02:03PM FROM-Fenwick & West Mountain View
MAR-15-06 12:49PM FROM-Fenwick & West Mountain View

650 938 5200
000 000 0000

T-049 P.011/017 F-684

6

**THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN
ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

Very truly yours

By: Henri Tchen
Henri Tchen, Attorney-in-Fact

John Tu, Trustee of the John Tu
and Mary Tu Family Trust dated
June 16, 1995

Accepted and Agreed to:

LEXAR MEDIA, INC.

By: _____
Name: John Reimer
Title: President and Chief Executive Officer

This letter confirms that upon, and effective as of, the time of receipt by the Agent of the Payoff Amount in the manner described above (such time being referred to as the "Effective Time"):

(1) all indebtedness of the Borrower for credit extended under the Credit Agreement shall be fully paid and discharged;

(2) all unfunded commitments to make loans or otherwise extend credit to the Borrower under Credit Agreement shall be terminated;

(3) all security interests and other liens granted to or held by the Agent for the benefit of the Lenders as security for such indebtedness (whether under the Loan Documents referred to in the Credit Agreement or not, and whether or not any other obligations of any other person are also secured thereby) shall be forever satisfied, released and discharged, and

(4) all other obligations of the Borrower under the Credit Agreement or any such Loan Document shall be released and discharged, except only those that are specified in the Credit Agreement or any of the other Loan Documents as surviving that respective agreement's termination, which shall, as so specified, survive without prejudice and remain in full force and effect.

The Agent will deliver to the Borrower executed Uniform Commercial Code termination statements, cancellation of security deed and such other instruments of release and discharge pertaining to the security interests and liens described in clause (3) above of the Agent in any of the property, real or personal, of the Borrower as the Borrower may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens. The Agent will, from and after the Effective Time, deliver such other termination statements or documents as the Borrower may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens. All of the foregoing deliveries shall be at the expense of the Borrower, with no liability to the Agent or any Bank, and with no representation or warranty by or recourse to the Agent or any Bank.

This letter agreement shall become effective only when signed by the Agent and accepted by the Borrower in the space provided below. This letter agreement shall become null and void if for any reason the Effective Time does not occur on or prior to July 31, 1999.

APR-04-06 02:02PM FROM-Fenwick & West Mountain View
MAR-15-06 12:48PM FROM-Fenwick & West Mountain View

650 938 5200
650 938 5200

T-049 P.009/017 F-684

4

PAYOFF LETTER

June 30, 2000

Lexar Media, Inc.
47421 Bayside Parkway
Fremont, CA 94538

Attention: John Reimer,
President

Dear Mr. Reimer:

Reference is hereby made to the Note Purchase Agreement dated as of August 8, 1997 (as amended February 23, 1998), the "Credit Agreement", among Lexar Media, Inc. (the "Borrower") and John Tu and David Sun (collectively, the "Lenders"). All capitalized terms used herein that are defined in the Credit Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

This letter confirms that, if paid by wire transfer (together with notification to the Agent of the applicable federal funds wire reference number) of freely and immediately available funds to:

Name of Bank: HEWLETT FIRST BUSINESS BANK, LOS ANGELES, CALIFORNIA
ABA #: ~~122-264-680~~ 122 038 442
For further credit to: DAVID SUN
Account # 001-264-680
Reference: LEXAR PAYOFF

Attention:

(the "Agent Account"), and received at the Agent Account by 12:00 p.m., New York City time, on July 19, 2000 the amount necessary to pay principal, interest and fees owing by the Borrower to the Agent and the Lenders under the Credit Agreement in the aggregate amount of \$7,427,777.78 (as described in more detail on Schedule 1 attached hereto) will have been paid.

APR-04-06
MAR-15-06

02:04PM
12:51PM

FROM-Fenwick & West Mountain View
FROM-FENWICK & WEST MOUNTAIN VIEW

650 938 5200

T-049 P.017/017 F-684

SCHEDULE I-B TO ASSIGNMENT FOR SECURITY
UNITED STATES PATENT APPLICATIONS

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>
08/420,239	04/11/95	HIGH PERFORMANCE METHOD OF AND SYSTEM FOR SELECTING ONE OF A PLURALITY OF IC CHIPS WHILE REQUIRING MINIMAL SELECT LINES
08/509,706	07/31/95	DIRECT LOGICAL BLOCK ADDRESSING FLASH MEMORY MASS STORAGE ARCHITECTURE
08/527,484	09/9/95	METHOD OF AND ARCHITECTURE FOR CONTROLLING SYSTEM DATA WITH AUTOMATIC WEAR LEVELING IN A SEMICONDUCTOR NON-VOLATILE MASS STORAGE MEMORY
08/796,072	02/05/97	METHOD AND APPARATUS FOR VERIFYING ERASURE OF MEMORY BLOCKS WITHIN A NON-VOLATILE MEMORY STRUCTURE
08/831,266	05/20/97	MOVING SECTORS WITHIN A BLOCK OF INFORMATION IN A FLASH MEMORY MASS STORAGE ARCHITECTURE
08/858,847	05/19/97	IDENTIFICATION AND VERIFICATION OF A SECTOR WITHIN A BLOCK OF FLASH MASS STORAGE

PROVISIONAL APPLICATION

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>
60/006478	11-13/95	AUTOMATIC VOLTAGE DETECTION IN MULTIPLE VOLTAGE APPLICATIONS

INVENTORS: Petro Estakhri and Mahmud Assar

407819,317341 0000

II-5

RECORDED: 08/25/1997

PATENT
REEL: 8660 FRAME: 0272