

11/14/06  
Atty Docket No.: 298522US0RD

FORM PTO-1595  
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Tsunehiro INO  
Masato KOYAMA

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- ☒ Assignment ☐ Merger  
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☐ Other

Execution Date: October 23, 2006

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

Name: KABUSHIKI KAISHA TOSHIBA  
Address: 1-1, Shibaura 1-Chome  
Minato-Ku  
Tokyo, Japan

11-20-2006



103338368

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

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

☐ This document is being filed together with a new application

A. Patent Application No.(s)

11/554,808

B. Patent No.(s)

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## Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the undersigned,

Tsunehiro INO and Masato KOYAMA

who have created a certain invention for which an application for United States Letters Patent

- ☒ executed by ME/US on even date herewith,  
☐ executed by ME/US on \_\_\_\_\_, (respectively),  
☐ filed on \_\_\_\_\_ and assigned Serial No. \_\_\_\_\_,  
☐ filed as International Application No. \_\_\_\_\_ filed on \_\_\_\_\_

and entitled:

NON-VOLATILE SWITCHING ELEMENT, METHOD FOR MANUFACTURING THE SAME, AND INTEGRATED CIRCUIT HAVING NON-VOLATILE SWITCHING ELEMENTS

Do hereby sell, assign and transfer to KABUSHIKI KAISHA TOSHIBA, a corporation of Japan, having a place of business at 1-1, Shibaura 1-Chome, Minato-Ku, Tokyo, Japan, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that KABUSHIKI KAISHA TOSHIBA, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

そして、私／私達は、この書面により譲渡された権利や財産に影響する、如何なる譲渡、授權、抵当権、ライセンス等その他の協定も他の第三者との間で行っていないこと；下記に署名した私／私達によって、この書面に記載されている権利が所有されていることを、当該譲受人、後継者、被譲渡者、及び法定代理人に対して誓約するものである。

さらに、下記に署名した私／私達はこの譲渡書は英語の部分の表現によってのみ解釈されることに同意する。

上記を証明するため、私／私達は下記日付で署名する。

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

I/WE, the undersigned do further agree that this Assignment is to be construed solely according to the terms of the English language portions thereof.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature seal on the date indicated below.

唯一または第一発明者名	Full name of sole or first inventor Tsunehiro INO		
発明者の署名	日付	Inventor's signature	Date
		<i>Tsunehiro Ino</i>	<i>October 23, 2006</i>
第二共同発明者（いる場合）	Full name of second joint inventor, if any Masato KOYAMA		
第二共同発明者の署名	日付	Second Inventor's signature	Date
		<i>Masato Koyama</i>	<i>Oct. 23, 2006</i>
第三共同発明者（いる場合）	Full name of third joint inventor, if any		
第三共同発明者の署名	日付	Third Inventor's signature	Date
第四共同発明者（いる場合）	Full name of fourth joint inventor, if any		
第四共同発明者の署名	日付	Fourth Inventor's signature	Date
第五共同発明者（いる場合）	Full name of fifth joint inventor, if any		
第五共同発明者の署名	日付	Fifth Inventor's signature	Date
第六共同発明者（いる場合）	Full name of sixth joint inventor, if any		
第六共同発明者の署名	日付	Sixth Inventor's signature	Date
第七共同発明者（いる場合）	Full name of seventh joint inventor, if any		
第七共同発明者の署名	日付	Seventh Inventor's signature	Date
第八共同発明者（いる場合）	Full name of eighth joint inventor, if any		
第八共同発明者の署名	日付	Eighth Inventor's signature	Date