

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Chiahua Ho	11/22/2006
RECEIVING PARTY DATA	
Name:	Macronix International Co., Ltd
Street Address:	No. 16, Li-Hsin Road
Internal Address:	Science-Based Industrial Park
City:	Hsinchu, R.O.C.
State/Country:	TAIWAN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11607612
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ATTORNEY DOCKET NUMBER:	681939.0170/170US
NAME OF SUBMITTER:	Gladys E. Morales
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Attorney Docket No.: 681939-170US
(P950101US)

ASSIGNMENT
(Patent Application)

WHEREAS, we, ("ASSIGNORS"):

<u>Inventor</u>	<u>Citizenship</u>	<u>Address</u>
HO, CHIAHUA	Taiwan, R.O.C.	NO. 31, BEIDOU ST., GUANXI TOWN, HSINCHU COUNTY 306, TAIWAN, R. O. C.

having invented a certain new and useful invention entitled:

**STRUCTURE OF MAGNETIC RANDOM ACCESS MEMORY USING SPIN-TORQUE
TRANSFER WRITING AND METHOD FOR MANUFACTURING SAME**

for which a United States patent application is to be filed or has been filed on December 1, 2006
under U.S. Patent Application No. 11/607,612; and

WHEREAS, ("ASSIGNEE"):

Macronix International Co., Ltd.
No. 16, Li-Hsin Road
Science-Based Industrial Park
Hsinchu, Taiwan, R.O.C.

is desirous of acquiring the entire right, title and interest in and to the invention throughout the
United States and the world, and all right, title and interest in, to and under any and all Letters
Patent of the United States and all countries throughout the world;

FOR GOOD and VALUABLE CONSIDERATION, the full receipt and sufficiency of which are
hereby acknowledged, ASSIGNORS, intending to be legally bound, do hereby:

AUTHORIZE said ASSIGNEE, or its representatives to insert above the filing date and
application number of the application when these are known;

SELL, ASSIGN, TRANSFER and CONVEY to ASSIGNEE the whole and entire right, title and
interest for the United States and its possessions and territories and all foreign countries in and
to the invention which is disclosed in the above-identified patent application, and, in and to any
and all patent applications related thereto including, but not limited to, all provisionals, non-
provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations,
reissues and all other applications for patent which have been or shall be filed in the United
States and all foreign countries on the invention; all original, reissued and reexamined patents
and extensions thereof which have been or shall be issued in the United States and all foreign
countries on the invention to the full end of the term or terms for which the patent(s) may be

granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR(S) had this Assignment not been made; and specifically including all rights of priority created by the above patent application under any treaty, convention or law relating thereto;

AUTHORIZE and REQUEST the issuing authority to issue any and all United States and foreign patents granted on the invention to ASSIGNEE;

WARRANT and REPRESENT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNORS, and that the full right to convey the same as herein expressed is possessed by ASSIGNORS;

AGREE and UNDERTAKE, when requested and at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, ASSIGNORS will execute all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to ASSIGNEE all facts known to ASSIGNORS relating to the invention and the history thereof; and generally do everything possible which ASSIGNEE shall consider desirable for vesting title to the invention in ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for the invention; all without further compensation to ASSIGNORS;

AGREES to hold in trust, keep confidential, not make use of, and not disclose or reveal to any third party said invention, without ASSIGNEE'S prior written consent.

TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNORS and extending to the successors, assigns, and nominees of ASSIGNEE.

2006/11/22

Date

HO CHIAHUA

HO, CHIAHUA