PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Advanced Micro Devices, Inc.	01/31/2007

RECEIVING PARTY DATA

Name:	Spansion Inc.
Street Address:	915 DeGuigne Drive, P.O. Box 3453
Internal Address:	Mail Stop 250
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94088-3453

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	7026702
Patent Number:	4654830
Patent Number:	6891752
Patent Number:	6771093
Patent Number:	6973003
Patent Number:	6980473
Patent Number:	6970368
Patent Number:	6970806
Patent Number:	5630099
Patent Number:	5376573
Patent Number:	5384272
Patent Number:	5801076
Patent Number:	5805013
Patent Number:	5581502

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Patent Number:	5546340
Patent Number:	5896393
Patent Number:	5811334
Patent Number:	5774395
Patent Number:	6823435
Patent Number:	5999476
Patent Number:	5717632
Patent Number:	5883826
Patent Number:	5883841
Patent Number:	5888870
Patent Number:	6048766
Patent Number:	6417539
Patent Number:	6480929
Patent Number:	6225646
Patent Number:	6790752

CORRESPONDENCE DATA

Fax Number: (408)616-3762

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 408-616-3722
Email: sally.nieto@spansion.com
Correspondent Name: Raymond E. Fritz
Address Line 1:   915 DeGuigne Drive, P.O. Box 3453
Address Line 2:   Mail Stop 250
Address Line 4:   Sunnyvale, CALIFORNIA 94088-3453

NAME OF SUBMITTER:	Raymond E. Fritz

Total Attachments: 4
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ASSIGNMENT AGREEMENT

This Assignment Agreement by and between **ADVANCED MICRO DEVICES, INC.,** a corporation of Delaware having a place of business at One AMD Place, P. O. Box 3453, Sunnyvale, California 94088-3453, U.S.A., its affiliates and subsidiaries, (hereinafter referred to as "ASSIGNOR") and **SPANSION, INC.,** a corporation of Delaware, having a place of business at 915 DeGuigne Drive, P. O. Box 3453, Sunnyvale, California, 94088-3453, U.S.A. (hereinafter "ASSIGNEE") is effective on the 21st day of December, 2005.
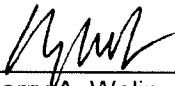
In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to paragraph 2.2 (Patent Rights) of the Amended and Restated Intellectual Property Contribution and Ancillary Matters Agreement executed between the ASSIGNOR and the ASSIGNEE on December 21, 2005, ASSIGNOR hereby assigns, transfers and conveys all of their right, title and interest in the United States and throughout the world in and to all invention disclosures, United States patent applications, United States patents, foreign patents, and foreign patent applications (including any Patent Cooperation Treaty (PCT) applications) identified on Schedule A as initialed on page 1 thereof by the undersigned and attached hereto and made a part hereof, and the entire right, title and interest in the United States and throughout the world in and to the inventions to which said invention disclosures, patents and patent applications pertain, in and to all worldwide rights of priority, and in and to any corresponding United States and foreign patents, extensions and renewals of patents, results of reexamination, substitutions, reissues, patent applications, divisionals, continuations, continuations-in-part, utility models, petty patents, patents of importation, invention registrations, and inventor's certificates, together with all the rights and privileges granted and secured by said patents, extensions and renewals of patents, results of reexamination, substitutions, reissues, patent applications, divisionals, continuations, continuations-in-part, utility models, petty patents, patents of importation, invention registrations and inventor's certificates, including without limitation all claims, demands, rights and causes of action that ASSIGNOR may have against others on account of any past, present and future infringement of any of said patents, patent applications, utility models, petty patents, patents of importation, invention registrations, and inventor's certificates with the right in ASSIGNEE to sue for and obtain all relief to which ASSIGNOR may have been entitled by reason of any such infringement. ASSIGNOR further agrees that ASSIGNEE may apply for and receive Letters Patent, utility models, petty patents, patents of importation, invention registrations, and inventor's certificates for said inventions in its own name.

Said entire right, title, and interest is to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors and assigns, to the full end of the term for which said patents, registrations or certificates may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR's assignment, transference and conveyance of all of its right, title and interest in the United States and throughout the world hereunder is made subject to any rights, licenses or immunities relating to such rights, titles and interests that have been granted to any Persons (as that term is defined in the Amended and Restated Intellectual Property Contribution and Ancillary Matters Agreement (hereinafter "IPCAAMA") executed by one or more of the parties hereto (i.e., either or both of the ASSIGNOR or the ASSIGNEE) on December 21st, 2005) prior to or on December 21st, 2005.

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have caused this Assignment Agreement to be executed by their respective duly authorized representatives as of December 21, 2005.

ASSIGNOR
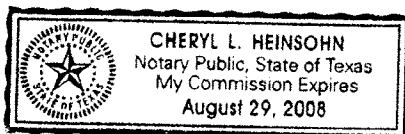**ADVANCED MICRO DEVICES, INC.**

By:_____ Date:_12-8-06_____

Name: Harry A. Wolin
Title: Senior Vice President and Assistant General Counsel
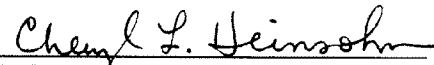
State of **TEXAS**)
County of **TRAVIS**)

On December _8_ , 2006, before me, Cheryl L. Heinsohn, a Notary Public, personally appeared Harry A. Wolin, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
SIGNATURE OF NOTARY

CHERYL L. HEINSOHN
Notary Public, State of Texas
My Commission Expires
August 29, 2008

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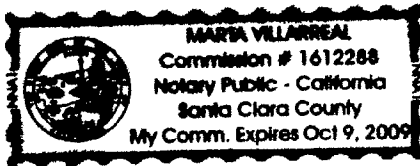
ASSIGNEE
SPANSION, INC.

By: _____ Date: January 31, 2007
Name: Robert C. Melendres
Title: Executive Vice President, Corporate Development,
        General Counsel and Corporate Secretary

State of **CALIFORNIA**   )
County of **SANTA CLARA**)

On January 31, 2007, before me, Marta Villarreal a Notary Public, personally appeared Robert C Melendres, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

MARTA VILLARREAL
Commission # 1612288
Notary Public - California
Santa Clara County
My Comm. Expires Oct 9, 2009

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SIGNATURE OF NOTARY

Docket No.	Country	Status	Application	File Date	Grant Date	Owner	Patent No.	Title
H2015	USA	Granted	10/776,850	2/11/2004	4/11/2006	A2S	7,026,702	MEMORY DEVICE
M84-003	USA	Granted	675,379	11/27/1984	3/31/1987	A2S	4,654,830	MTHOD ANS STRUCTURE FOR DISABLING AND
SE0002	USA	Granted	10/210,378	7/31/2002	5/10/2005	A2S	6,891,752	SYSTEM AND METHOD OF ERASE VOLTAGE
SE0004	USA	Granted	10/254,381	9/25/2002	8/3/2004	A2S	6,771,093	IMPLEMENTING REFERENCE CURRENT
SE0063	USA	Granted	10/677,073	10/1/2003	12/6/2005	A2S	6,973,003	MEMORY DEVICE AND METHOD
SE0065	USA	Granted	10/677,031	10/1/2003	12/27/2005	A2S	6,980,473	MEMORY DEVICE AND METHOD
SE0072	USA	Granted	10/650,049	8/26/2003	11/29/2005	A2S	6,970,368	CAM (CONTENT ADDRESSABLE MEMORY) CELLS AS
SE0074	USA	Granted	10/703,860	11/7/2003	11/29/2005	A2S	6,970,806	METHOD AND SYSTEM FOR TESTING ARTICLES OF
TT0313	USA	Granted	08/166,124	12/10/1993	5/13/1997	A2S	5,630,099	NON-VOLATILE MEMORY ARRAY CONTROLLER
TT0347	USA	Granted	08/165,445	12/10/1993	12/27/1994	A2S	5,376,573	FLASH EPROM DEVICE UTILIZING A SINGLE
TT0381	USA	Granted	08/266,744	6/8/1994	1/24/1995	A2S	5,384,272	METHOD FOR MANUFACTURING A MEMORY
TT0497	USA	Granted	08/393,138	2/21/1995	9/1/1998	A2S	5,801,076	METHOD OF MAKING NON-VOLATILE MEMORY
TT0497	USA	Granted	08/815,835	3/12/1997	9/8/1998	A2S	5,805,013	A NON-VOLATILE MEMORY DEVICES HAVING A
TT0607	USA	Granted	08/432,623	5/2/1995	12/3/1996	A2S	5,581,502	METHOD FOR READING A NON-VOLATILE MEMORY
TT0694	USA	Granted	08/487,252	6/13/1995	8/13/1996	A2S	5,546,340	NON-VOLATILE MEMORY ARRAY WITH OVER-ERASE
TT0866	USA	Granted	08/651,261	5/23/1996	4/20/1999	A2S	5,896,393	SIMPLIFIED FILE MANAGEMENT SCHEME FOR FLASH
TT0867	USA	Granted	08/578,178	12/29/1995	9/22/1998	A2S	5,811,334	WAFER CLEANING PROCEDURE USEFUL IN
TT1328	USA	Granted	08/757,987	11/27/1996	6/30/1998	A2S	5,774,395	AN ELECTRICALLY ERASABLE REFERENCE CELL
TT1393	USA	Granted	08/974,971	11/20/1997	11/23/2004	A2S	6,823,435	A NON-VOLATILE MEMORY SYSTEM HAVING A
TT1396	USA	Granted	08/976,303	11/21/1997	12/7/1999	A2S	5,999,476	BIOS MEMORY AND MULTIMEDIA DATA STORAGE
TT1514	USA	Granted	08/757,988	11/27/1996	2/10/1998	A2S	5,717,632	APPARATUS AND METHOD FOR MULTIPLE-LEVEL
TT1997	USA	Granted	08/938,048	9/26/1997	3/16/1999	A2S	5,883,826	MEMORY BLOCK SELECT USING MULTIPLE WORD
TT2013	USA	Granted	08/938,292	9/26/1997	3/16/1999	A2S	5,883,841	SELECTIVE BIT LINE RECOVERY IN A MEMORY
TT2035	USA	Granted	08/955,794	10/22/1997	3/30/1999	A2S	5,888,870	MEMORY CELL FABRICATION EMPLOYING AN
TT2307	USA	Granted	09/172,410	10/14/1998	4/11/2000	A2S	6,048,766	FLASH MEMORY DEVICE HAVING HIGH
TT2360	USA	Granted	09/128,864	8/4/1998	7/9/2002	A2S	6,417,539	HIGH DENSITY MEMORY CELL ASSEMBLY AND
TT2492	USA	Granted	09/184,270	10/31/1998	11/12/2002	A2S	6,480,929	PSEUDO- CONCURRENCY BETWEEN A VOLATILE
TT3073	USA	Granted	09/483,557	1/14/2000	5/1/2001	A2S	6,225,646	INTEGRATED CIRCUIT INCORPORATING A MEMORY
TT5267	USA	Granted	10/358,587	2/5/2003	9/14/2004	A2S	6,790,752	METHODS OF CONTROLLING Vss IMPLANTS ON
A628/1701	USA	Inactive	162,822	3/2/1988		A2S		EPROM ELEMENT EMPLOYING SELF-ALIGNING
A956CIP-D	USA	Inactive	08/500,422	7/11/1995		A2S		METHOD PROTECTING A STACKED GATE EDGE IN A
A956CIP-D2	USA	Inactive	08/914,871	8/20/1997		A2S		METHOD PROTECTING A STACKED GATE EDGE IN A
A959/2050	USA	Inactive	08/267,726	6/28/1994		A2S		FLASH EEPROM ARRAY WITH FLOATING SUBSTRATE
B001	USA	Inactive	08/451,293	5/26/1995		A2S		A SELF-ALIGNED BURIED CHANNEL/JUNCTION
B001	USA	Inactive	08/764,735	12/6/1996		A2S		A SELF-ALIGNED BURIED CHANNEL/JUNCTION