

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Tien Fan Ou</td> <td>04/19/2007</td> </tr> <tr> <td>Wen Jer Tsai</td> <td>04/19/2007</td> </tr> <tr> <td>Hsuan Ling Kao</td> <td>04/20/2007</td> </tr> <tr> <td>Yi Ying Liao</td> <td>04/20/2007</td> </tr> </tbody> </table>		Name	Execution Date	Tien Fan Ou	04/19/2007	Wen Jer Tsai	04/19/2007	Hsuan Ling Kao	04/20/2007	Yi Ying Liao	04/20/2007
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RECEIVING PARTY DATA											
Name:	Macronix International Co., Ltd.										
Street Address:	No. 16, Li-Hsin Road										
Internal Address:	Science-Based Industrial Park										
City:	Hsinchu										
State/Country:	TAIWAN										
PROPERTY NUMBERS Total: 2											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>60866583</td> </tr> <tr> <td>Application Number:</td> <td>11774452</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	60866583	Application Number:	11774452				
Property Type	Number										
Application Number:	60866583										
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CORRESPONDENCE DATA											
Fax Number:	(650)712-0263										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	650 712-0340										
Email:	ajonsson@hmbay.com										
Correspondent Name:	Kenta Suzue										
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Address Line 2:	P.O. Box 366										
Address Line 4:	Half Moon Bay, CALIFORNIA 94019										
ATTORNEY DOCKET NUMBER:	MXIC 1780-2										
NAME OF SUBMITTER:	Kenta Suzue										

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PATENT

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JOINT TO CORPORATE
ASSIGNMENT

WHEREAS, the undersigned,

- | | |
|--|--|
| (1) Tien Fan Ou
11F.-2, No. 97, Fuyang St.
Da-an District, Taipei City 106
Taiwan, R.O.C. | (2) Wen Jer Tsai
No. 11, Lane 36, Rongjheng St.
Hualien City, Hualien County 970
Taiwan, R.O.C. |
| (3) Hsuan Ling Kao
5F., No. 5, Alley 12, Lane 87
Tianmu N. Rd., Shihlin District
Taipei City 11157
Taiwan R.O.C. | (4) Yi Ying Liao
No. 9, Lane 32, Minzu 2 nd St.
Sijhih City
Taipei County 221
Taiwan R.O.C. |

hereinafter termed "Inventors", have invented certain new and useful improvements in

VERTICAL NONVOLATILE MEMORY CELL,
ARRAY, AND OPERATION

and have filed a provisional application for a United States patent disclosing and identifying the above invention on 20 November 2006 as Application No. 60/866,583 and have executed an oath or declaration of inventorship for such non-provisional application on:

- Application no. 11/774,452
Filed on 06 July 2007
- (1) the 19th day of April, 2007;
 - (2) the 19th day of April, 2007;
 - (3) the 20th day of April, 2007;
 - (4) the 20th day of April, 2007;

(hereinafter termed "applications"); and

WHEREAS, Macronix International Co., Ltd., a corporation of Taiwan, having a place of business at No. 16, Li-Hsin Road, Science-Based Industrial Park, Hsinchu, Taiwan R.O.C. (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, the inventors' respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that said inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventors hereby authorize any of the following attorneys:

Mark A. Haynes, Ernest J. Beffel, Jr., Warren S. Wolfeld, James F. Hann, Bill Kennedy, Kenta Suzue, Peter J. Su and Joseph E. Root to (a) insert the date of execution of the oath or declaration of inventorship, and (b) insert the application number and filing date of this application when known.

//

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the date written below.

Tien Fan Ou

Date: 4. 19. 2007.

TIEN FAN OU 歐天凡

MXIC 1780-2
(P950154US)

Wen-Jer Tsai

WEN JER TSAI 蔡文哲

Date: 2007. 4. 19.

HSUAN LING KAO 高璿苓

Date: _____

Yi Ying Liao 廖意瑛

Date: 2007. 4. 20

MXIC 1780-2
(P950154US)

Date: _____

WEN JER TSAI 蔡文哲

Hsuan-ling Kao

Date: 2007.4.20

HSUAN LING KAO 高璿苓

Date: _____

YI YING LIAO 廖意瑛