340.00 1183

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Hsiang-Lan Lung	07/16/2007
Chung-Hon Lam	07/16/2007

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	

Name:	International Business Machines Corporation	
Street Address:	1 New Orchard Road	
City:	Armonk	
State/Country:	NEW YORK	
Postal Code:	10504	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11833143

CORRESPONDENCE DATA

Fax Number: (650)712-0263

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

Phone: 6507120340

Email: kmarley@hmbay.com

Correspondent Name: Mark A. Haynes Address Line 1: P.O. Box 366

Address Line 2: Haynes Beffel & Wolfeld LLP

Address Line 4: Half Moon Bay, CALIFORNIA 94019

PATENT

REEL: 019643 FRAME: 0882

500327482

ATTORNEY DOCKET NUMBER:	MXIC 1649-1
NAME OF SUBMITTER:	Mark A. Haynes
Total Attachments: 3 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif	

PATENT REEL: 019643 FRAME: 0883 To: Mark

Atty. Docket No. MXIC 1694-1 (P940206US)

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(hereinafter termed "application"); and

Hsiang Lan Lung 龍翔瀾 107 Town Green Drive Elmsford, NY 10523

hereinafter termed "Inventor," has invented certain new and useful improvements in

PHASE CHANGE MEMORY WITH DUAL WORD LINES AND SOURCE LINES AND METHOD OF OPERATING SAME

and

WHEREAS, MACRONIX INTERNATIONAL CO., LTD., a corporation of Taiwan, R.O.C., 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 application 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 Inventor to have been received in full from said Assignee:

1. Said Inventor does 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 (including patent, utility model and industrial design) on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise, including the right to claim priority from the applications; (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 extension of any of said patents.

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- Said Inventor hereby covenants and agrees to cooperate with said Assignee to 2. 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 Inventor 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 application; (c) for filing and prosecuting substitute, divisional, continuing or additional application covering said invention; (d) for filing and prosecuting application 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 application 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 Inventor, the Inventor's respective heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor hereby authorizes any of the following attorneys: Mark A. Haynes, Ernest J. Beffel, Jr., Warren S. Wolfeld, James F. Hann, Bill Kennedy, Kenta Suzue, 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 Inventor has executed and delivered this instrument to said Assignee as of the date written below.

Attv. Docket No. MXIC 1694-1

ASSIGNMENT

WHEREAS.

Chung H. Lam residing at Westchester County, New York;

(herein called "THE UNDERSIGNED") has made an invention and has executed concurrently herewith an application for Letters Patent of the United States, said application entitled PHASE CHANGE MEMORY WITH DUAL WORD LINES AND SOURCE LINES AND METHOD OF OPERATING SAME and being further identified by Attorney Docket No. MXIC 1694-1; Application No. 11/833,143 filed 08/02/2007

AND WHEREAS International Business Machines Corporation (herein called "ASSIGNEE"), a corporation organized under the laws of New York, and having an office and place of business at Armonk, New York 10504 wishes to acquire the entire right, title and interest in and to said invention and patent application and any United States and foreign patents to be obtained therefor;

NOW. THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE UNDERSIGNED hereby sells, assigns and transfers to the ASSIGNEE, its successors and assigns, the entire right, title and interest to the invention disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent, both foreign and domestic, which may be granted therefrom, and all reissues or extensions of such patents, and THE UNDERSIGNED hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent for the aforesaid invention to the ASSIGNEE of the entire right, title and interest in and to the same, for the use of the ASSIGNEE, its successors and

THE UNDERSIGNED hereby agrees that THE UNDERSIGNED, his executors and legal representatives will make, execute and deliver (without charge but at the expense of the ASSIGNEE) any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said ASSIGNEE, its successors and representatives all facts known to THE UNDERSIGNED relating to said invention and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable to vest the ASSIGNEE, its successors or assigns the entire right, title and interest in and to the said invention, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

THE UNDERSIGNED represents and agrees with said ASSIGNEE its successors and assigns, 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 THE UNDERSIGNED, and that full right to convey the same as herein expressed is possessed by THE UNDERSIGNED.

IN TESTIMONY WHEREOF, THE UNDERSIGNED has hereunto set his hand on the date indicated below.

Chung H. Lam 7-16-2007
Date

RECORDED: 08/03/2007

PATENT

RFFL: 019643 FRAME: 0886