

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/30/2007
CONVEYING PARTY DATA	
Name	Execution Date
Lexar Media, Inc.	05/30/2007
RECEIVING PARTY DATA	
Name:	Micron Technology, Inc.
Street Address:	8000 South Federal Way
Internal Address:	MS 525
City:	Boise
State/Country:	IDAHO
Postal Code:	83716
PROPERTY NUMBERS Total: 37	
Property Type	Number
Patent Number:	5479638
Patent Number:	6040997
Patent Number:	6145051
Patent Number:	6202138
Patent Number:	6262918
Patent Number:	6397314
Patent Number:	5845313
Patent Number:	5924113
Patent Number:	5953737
Patent Number:	6115785
Patent Number:	6122195
Patent Number:	6125435
Patent Number:	6128695

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PATENT
REEL: 019955 FRAME: 0058

CH \$1480.00 5479638

Patent Number:	6151247
Patent Number:	6223308
Patent Number:	6230234
Patent Number:	6393513
Patent Number:	6411546
Patent Number:	6587382
Patent Number:	6728851
Patent Number:	6757800
Patent Number:	6801979
Patent Number:	6912618
Patent Number:	5818781
Patent Number:	5907856
Patent Number:	5930815
Patent Number:	6034897
Patent Number:	6081878
Patent Number:	6134151
Patent Number:	6141249
Patent Number:	6172906
Patent Number:	6374337
Patent Number:	6978342
Patent Number:	5485595
Patent Number:	5838614
Patent Number:	6567307
Patent Number:	6839821

CORRESPONDENCE DATA

Fax Number: (612)312-2250

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

Phone: 6123122200

Email: docketing@ljp-iplaw.com

Correspondent Name: Leffert Jay & Polglaze, P.A.

Address Line 1: P.O. Box 581009

Address Line 4: Minneapolis, MINNESOTA 55458-1009

NAME OF SUBMITTER:

Thomas W. Leffert

Total Attachments: 14

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ACTION BY WRITTEN CONSENT

OF

THE BOARD OF DIRECTORS

OF

LEXAR MEDIA, INC.

May 30, 2007

The undersigned, being all of the members of the Board of Directors of Lexar Media, Inc. (the "Board"), a Delaware corporation ("Lexar"), acting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, hereby adopt, by this written consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board and direct that this written consent be filed with the minutes of the proceedings of the Board:

WHEREAS, Lexar owns one hundred percent (100%) of the outstanding shares (the "Shares") of Lexar Media Pty Limited, an Australian limited company ("LAU") and one hundred percent (100%) of the outstanding Membership Units (the "Units") of Acclaim Innovations, LLC, a Delaware limited liability company ("Acclaim"); and

WHEREAS, it has been proposed to the Board that Lexar transfer the outstanding Shares and the outstanding Units to Lexar's parent, Micron Technology, Inc. ("Micron"); and

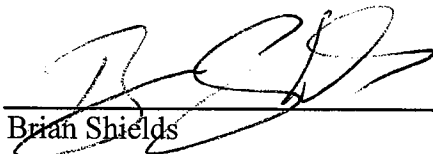
WHEREAS, the Board has reviewed and considered the proposed transfers and has given consideration to such matters and things deemed necessary or appropriate to evaluate and reach a conclusion as to the advisability of transferring the Shares and the Units.

NOW, THEREFORE, BE IT RESOLVED, that Lexar hereby authorizes a transfer of all outstanding Units of Acclaim to Lexar's sole shareholder, Micron, effective May 30, 2007; and

BE IT FURTHER RESOLVED, that Lexar hereby authorizes a distribution of all outstanding Shares of LAU to Lexar's sole shareholder, Micron, effective June 1, 2007.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of Lexar Media, Inc., have executed this written consent as of the date first set forth above.



Brian Shields

REVIEWED
MTI Legal





Pat Otte

[Signature Page to Action by Written Consent of the Board of Directors]

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CANCELLATION OF "ACCLAIM INNOVATIONS, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MAY, A.D. 2007, AT 8:42 O'CLOCK P.M.

4177319 8100

070657433



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5725564

DATE: 06-04-07

PATENT
REEL: 019955 FRAME: 0063

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION
OF
ACCLAIM INNOVATIONS, LLC**

1. The name of the limited liability company is Acclaim Innovations, LLC.
2. The Certificate of Formation of the limited liability company was filed on June 19, 2006.
3. This Certificate of Cancellation shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31st day of May, 2007.

By: 

Name: Benjamin H. Schwartz

Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:07 PM 05/31/2007
FILED 08:42 PM 05/31/2007
SRV 070657433 - 4177319 FILE

UNIT PURCHASE AGREEMENT

THIS UNIT PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of June 20, 2006, by and between Lexar Media, Inc., a Delaware corporation ("**Lexar**"), Patent Investments, LLC, an Idaho limited liability company ("**Patent Investments**"), and Acclaim Innovations, LLC, a Delaware limited liability company (the "**Company**").

WHEREAS, pursuant to an Agreement and Plan of Merger, dated as of March 8, 2006, by and among Micron Technology, Inc., ("**Micron**"), March 2006 Merger Corp. ("**Merger Sub**") and Lexar (the "**Merger Agreement**") that provides for the merger of Merger Sub with and into Lexar, with Lexar becoming a wholly owned subsidiary of Micron (the "**Merger**"), Lexar agreed to form the Company, contribute certain assets to the Company and sell a portion of the Membership Interests (as defined below) to a third party

WHEREAS, Lexar formed the Company for the purposes of holding, owning, using, managing, licensing, asserting, enforcing and otherwise exploiting the assets set forth on Schedule A hereto (the "**Transferred Assets**") and the rights associated therewith.

WHEREAS, Lexar has contributed to the Company the Transferred Assets in exchange for 100% of the membership interests (the "**Membership Interests**") of the Company.

WHEREAS, Lexar desires to sell 52% of all of the Membership Interests, represented by 520 units (the "**Units**"), of the Company to Patent Investments, and Patent Investments desires to purchase such Membership Interests from Lexar, pursuant to the terms and conditions of this Agreement.

WHEREAS, contemporaneously herewith, Lexar, Patent Investments and the Company shall enter into an LLC Operating Agreement (the "**LLC Operating Agreement**") to set forth the respective rights and obligations of Lexar and Patent Investments with respect to the Company.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale of Membership Interests.

(a) General. At the Closing and upon the terms and conditions set forth in this Agreement, Lexar shall sell, transfer and assign to Patent Investments, and Patent Investments shall purchase and acquire from Lexar, the Units, free and clear of all security interests, claims, liens, pledges, options, encumbrances, charges, agreements, voting trusts, proxies and other arrangements or restrictions whatsoever, except as may be set forth in this Agreement and the LLC Operating Agreement. Capitalized terms used, but not defined, in this Agreement, shall have the meanings set forth in the LLC Operating Agreement.

(b) Purchase Price. The total purchase price to be paid by Patent Investments for the Units will be Twelve Million Three Hundred Twenty-Nine Thousand Eight Hundred Ninety-Seven Dollars (\$12,329,897.00) (the "**Purchase Price**").

(c) Closing; Subsequent Payments. Immediately upon the execution of this Agreement and subject to the terms and conditions contained in this Agreement, the purchase and sale of the Units hereunder shall take place at the offices of Lexar, or at such other place as is mutually agreeable to Lexar and Patent Investments (the "**Closing**"). At the Closing, Patent Investments shall deliver to Lexar, by wire transfer of immediately available funds to a bank account designated in writing by Lexar, Ten Million One Hundred Seventy-Two Thousand One Hundred Sixty-Five Dollars (\$10,172,165.00) of the Purchase Price and an executed promissory note in favor of Lexar in the form attached hereto as Exhibit A in the amount of Two Million One Hundred Fifty-Seven Thousand Seven Hundred Thirty Two Dollars (\$2,157,732.00).

2. Representations and Warranties of Lexar. Lexar hereby represents and warrants to Patent Investments as follows:

(a) Organization. Each of Lexar and the Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. The Company has all limited liability company power and authority required to conduct its business as currently conducted and to own and lease its properties and operate its business as currently owned, leased and operated. Each of Lexar and the Company is duly qualified to do business and is in good standing (to the extent such concept exists in the relevant jurisdiction) as a foreign corporation or limited liability company, as applicable, in each jurisdiction where the character of the property owned or leased or the nature of its activities makes such qualification necessary, except for those jurisdictions where the failure to be so qualified or in good standing is not reasonably likely to result in a Material Adverse Effect on the Company. A "**Material Adverse Effect**" on a person or business shall mean any facts or circumstances that, individually or in the aggregate, would, or might reasonably be expected to, result in a material adverse effect on the business, financial condition or results of operations of such Person or business.

(b) Ownership. All of the Membership Interests of the Company are owned by Lexar, and Lexar has good and marketable title to such Membership Interests, which consists of 1000 units, free and clear of all security interests, claims, liens, pledges, options, encumbrances, charges, agreements, voting trusts, proxies and other arrangements or restrictions whatsoever.

(c) Authorization. Lexar has all requisite corporate power and corporate authority to execute and deliver this Agreement, to perform all of its obligations and undertakings hereunder and to consummate the transactions contemplated hereby. The execution and performance of this Agreement and the sale of the Units by Lexar to Patent Investments have been duly authorized by all necessary action on the part of Lexar, and this Agreement has been duly authorized, executed and delivered by Lexar and constitutes a valid and legally binding obligation of Lexar, enforceable in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

(d) Conflicts. The execution, delivery and performance of this Agreement by Lexar or the Company does not conflict with, violate or result in the breach of, or create any lien or encumbrance on the Transferred Assets or the Membership Interests of the Company pursuant to, any charter, agreement, instrument, order, judgment, decree, law or governmental regulation to which Lexar is a party or is subject or by which the Transferred Assets or the Membership Interests of the Company are bound. The execution, delivery and performance of this Agreement does not and will not require any governmental or other third party consents or filings on the part of Lexar or the Company.

(e) Transferred Assets/Liabilities. Schedule A hereto sets forth an accurate and complete list of the Transferred Assets. The Company has good and valid title to all of the owned Transferred Assets free and clear of all security interests, claims, liens, pledges or other encumbrances, except for the existing licenses granted to third parties by the Company. The Company has no assets or liabilities other than the Transferred Assets.

(f) Brokers and Finders. Neither Lexar nor the Company has engaged any broker or finder in connection with this transaction.

3. Representations and Warranties of Patent Investments. Patent Investments hereby acknowledges, represents and warrants to Lexar as follows:

(a) Organization. Patent Investments is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Patent Investments has all corporate power and authority required to conduct its business as currently conducted and to own and lease its properties and operate its business as currently owned, leased and operated. Patent Investments is duly qualified to do business and is in good standing (to the extent such concept exists in the relevant jurisdiction) as a foreign corporation or limited liability company, as applicable, in each jurisdiction where the character of the property owned or leased or the nature of its activities makes such qualification necessary, except for those jurisdictions where the failure to be so qualified or in good standing is not reasonably likely to result in a Material Adverse Effect on Patent Investments.

(b) Authorization. Patent Investments has all requisite corporate power and corporate authority to execute and deliver this Agreement, to perform all of its obligations and undertakings hereunder and to consummate the transactions contemplated hereby. The execution and performance of this Agreement and the purchase of the Units by Patent Investments from Lexar have been duly authorized by all necessary action on the part of Patent Investments, and this Agreement has been duly authorized, executed and delivered by Patent Investments and constitutes a valid and legally binding obligation of Patent Investments, enforceable in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

(c) Conflicts. The execution, delivery and performance of this Agreement by Patent Investments does not conflict with, violate or result in the breach of any charter, agreement, instrument, order, judgment, decree, law or governmental regulation to which Patent Investments is a party or is subject. The execution, delivery and performance of this Agreement

does not and will not require any governmental or other third party consents or filings either on the part of Patent Investments.

(d) Investment Representations.

(i) Patent Investments is acquiring the Units for investment purposes and is not acquiring the Units with a view to the public sale or distribution of any part thereof, and Patent Investments has no present intention of selling, granting participation in, or otherwise distributing the Units in violation of any federal or state securities laws. Patent Investments recognizes that it must bear the economic risk of the investment represented by its purchase of the Units for an indefinite period according to the terms of the LLC Operating Agreement. Patent Investments understands that the Units have not been registered under the Securities Act of 1933 on the basis that the sale provided for in this Agreement is exempt under the Act and that the reliance of Lexar on such exemptions is predicated upon such Patent Investments' representations set forth herein.

(ii) Patent Investments acknowledges and agrees that any certificates representing Units held by Patent Investments, and the LLC Operating Agreement, will be affixed with the following legend:

"MEMBERSHIP INTERESTS IN ACCLAIM INNOVATIONS, LLC A DELAWARE LIMITED LIABILITY COMPANY, HAVE NOT BEEN REGISTERED WITH OR QUALIFIED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE. THE INTERESTS ARE BEING SOLD IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. THE INTERESTS CANNOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH THE RESTRICTIONS ON TRANSFERABILITY CONTAINED IN THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF ACCLAIM INNOVATIONS, LLC AND APPLICABLE FEDERAL AND STATE SECURITIES LAWS."

(iii) Patent Investments hereby acknowledges that Lexar is making no representations other than those in Section 2 hereof. Patent Investments further acknowledges that it has conducted an independent investigation and has been given access by the Company or parties unrelated to Lexar to all information regarding the Company that it has requested. Patent Investments is capable of evaluating and has evaluated the merits and risks of its acquisition of the Units.

(iv) Patent Investments hereby acknowledges that Lexar is relying on the representations contained in this Agreement in engaging in the sale of the Membership Interests of the Company and would not engage in the sale of the Membership Interests of the Company in the absence of the representations contained in this Agreement.

(e) Brokers and Finders. Patent Investments has not engaged any broker or finder in connection with this transaction.

4. Further Assurances. After the Closing, as and when requested by Patent Investments, Lexar shall execute and deliver all such instruments of conveyance and transfer and shall take such further actions as Patent Investments may deem reasonably necessary to transfer the Units to Patent Investments and to carry out fully the provisions and purposes of this Agreement. After the Closing, as and when requested by Lexar, Patent Investments shall take such further actions as Lexar may deem reasonably necessary to carry out fully the provisions and purposes of this Agreement.

5. Miscellaneous.

(a) Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Lexar and Patent Investments and their respective successors and assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld.

(b) Amendment. This Agreement may be amended only through a writing signed by all parties hereto.

(c) Entire Agreement and Modification. This Agreement and all agreements between Lexar and Patent Investments entered into concurrently herewith, including the LLC Operating Agreement, constitute and contain the entire agreement of the parties and supersede and preempt any and all prior negotiations, correspondence, understandings, agreements and representations, written or oral, which may have related to the subject matter hereof.

(d) Choice of Law. The construction, validity, interpretation and enforcement of this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Delaware.

(e) Enforcement. If any portion of this Agreement shall be determined to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be valid and enforceable to the maximum extent possible.

(f) Headings. The headings appearing in this Agreement have been inserted for identification and reference purposes and shall not by themselves determine the construction or interpretation of this Agreement.

(g) Notices. Unless otherwise provided herein, all notices, requests, instructions or consents required or permitted under this Agreement shall be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile; (c) ten (10) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) three (3) business days after deposit with an internationally recognized commercial overnight carrier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses listed on Schedule II to the LLC Operating

Agreement (or to such other address or facsimile number as may be designated by a party giving written notice to the other parties pursuant to Section 12.9 of the LLC Operating Agreement).


(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(i) Expenses. Except as otherwise provided herein, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery, performance and consummation of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

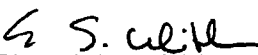
LEXAR MEDIA, INC.

By: 
Name: Eric Stang
Title: Chairman & CEO

PATENT INVESTMENTS, LLC

By: _____
Name: _____
Title: _____

ACCLAIM INNOVATIONS, LLC

By: 
Name: ERIC S. WHITAKER
Title: AUTHORIZED OFFICER

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LEXAR MEDIA, INC.

By: _____
Name: _____
Title: _____

PATENT INVESTMENTS, LLC

By: P.I. Management, LLC
Name: Its Managing Member
Title: by Scott M. Ludwig,
Its member

ACCLAIM INNOVATIONS, LLC

By: _____
Name: _____
Title: _____

Schedule A

Transferred Assets

A. The following list of US and foreign patents registered in the United States Patent and Trademark Office or in the granting office of other countries, as well as the designs, inventions, discoveries, improvements, technology, tools, methods, and processes, disclosed and claimed therein, as well as all related patent applications or draft applications which are or may be filed with respect thereto:

1. US5479638
2. US6040997
3. US6145051
4. US6202138
5. US6262918
6. US6397314
7. US5845313
8. US5924113
9. US5953737
10. US6115785
11. US6122195
12. US6125435
13. US6128695
14. US6151247
15. US6223308
16. US6230234
17. US6393513
18. US6411546
19. US6587382
20. US6728851
21. US6757800
22. US6801979
23. US6912618
24. US5818781
25. US5907856
26. US5930815
27. US6034897
28. US6081878
29. US6134151
30. US6141249
31. US6172906
32. US6374337
33. US6978342
34. US5485595
35. US5838614
36. US6567307

- 37. US6839821
- 38. EP 0,722,585 B1
- 39. EP 0,691,008 B1
- 40. EP 0,861,468 B1

B. The following litigation:

- 1. Toshiba Corporation v. Lexar Media, Inc., Case No. 02-CV-05273 (N.D. Cal.)
- 2. In the Matter of Certain Flash Memory Chips, Flash Memory Systems, and Products Containing Same, Investigation No. 337-TA-570
- 3. Lexar Media, Inc. v. Fuji Photo Film USA, Inc., et al., Case No. 03-CV-00355 (N.D. Cal.)
- 4. Lexar Media, Inc. v. Pretec Electronics Corp., et al., Case No. 00-CV-4770 (N.D. Cal.)