

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Shih Hung Chen	11/08/2007
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
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11940164
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ATTORNEY DOCKET NUMBER:	MXIC 1783-1
NAME OF SUBMITTER:	Mark A. Haynes
Total Attachments: 2 source=assignment#page1.tif source=assignment#page2.tif	

OP \$40.00 11940164

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PATENT
REEL: 020128 FRAME: 0221

MXIC 1783-1
(P950093US)

ASSIGNMENT

WHEREAS, the undersigned,

- (1) Shih Hung Chen 陳士弘,
44 Town Green Drive
Elmsford, New York 10523

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

PHASE CHANGE MEMORY CELL INCLUDING A THERMAL PROTECT BOTTOM ELECTRODE AND MANUFACTURING METHODS

and has filed a non-provisional application for a United States patent disclosing and identifying the above invention on 14 November 2007 as Application No. 11/940,164, or is filing such application herewith; and has executed an oath or declaration of inventorship for such non-provisional application on:

(1) the 8th day of November, 2007;

(hereinafter termed "application"); 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 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, inventors' 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 application 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.

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2. Said Inventor hereby covenants and agrees 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 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 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 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.

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

Dated: 11/8/2007

Signed: Shih Hung Chen 陳士弘
Shih Hung Chen 陳士弘.