

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YEN-HAO SHIH	05/04/2008
CHIEH-FANG CHEN	05/04/2008
Hsiang Lan LUNG	05/04/2008
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:	12117164
CORRESPONDENCE DATA	
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Correspondent Name:	MACRONIX C/O HAYNES BEFFEL & WOLFELD LLP
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Address Line 2:	Mark Haynes
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ATTORNEY DOCKET NUMBER:	MXIC 1848-1
NAME OF SUBMITTER:	Jonathan M. Putnam
<p>Total Attachments: 2</p> <p>source=assignment#page1.tif</p>	

OP \$40.00 12117164

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PATENT
REEL: 020918 FRAME: 0967

ASSIGNMENT

WHEREAS, the undersigned,

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| (1) Yen-Hao Shih 施彥豪
4F., No. 16, Lane 108
Longquan St., Banqiao City
Taipei County 220, Taiwan | (2) Chieh Fang Chen 陳介方
No. 4-3, Alley 89
Chung-Cheng Rd., Panchiao City
Taipei, Taiwan |
| (3) Hsiang-Lan Lung 龍翔瀾
107 Town Green Drive
Elmsford, NY 10523 | |

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

**PHASE CHANGE DEVICE HAVING TWO OR MORE SUBSTANTIAL AMORPHOUS
REGIONS IN HIGH RESISTANCE STATE**

and have filed a non-provisional application for a United States patent disclosing and identifying the above invention on 08 MAY 2008 as Application No. 12/117,164 OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such non-provisional application on:

- (1) the 4TH day of MAY, 2008;
- (2) the 4TH day of MAY, 2008;
- (3) the 4TH day of MAY, 2008;

(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 Inventors jointly or severally (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:

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(P970024US)

1. Said Inventors do hereby jointly and severally 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 jointly and severally 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, jointly and severally, the inventors' respective heirs, legal representatives and assigns.

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

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

Yen-Hao Shih
YEN-HAO SHIH 施彦豪

Date: May 4, 2008

Chieh-Fang Chen
CHIEH-FANG CHEN 陳介方

Date: 5-4-08

Hsiang-Lan Lung
HSIANG LAN LUNG 龍翔瀾

Date: 5-4-08