

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT						
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT						
<b>CONVEYING PARTY DATA</b>							
<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>Jeffrey W Lutze</td> <td>02/11/2004</td> </tr> <tr> <td>Nima Mokhlesi</td> <td>02/11/2004</td> </tr> </tbody> </table>		Name	Execution Date	Jeffrey W Lutze	02/11/2004	Nima Mokhlesi	02/11/2004
Name	Execution Date						
Jeffrey W Lutze	02/11/2004						
Nima Mokhlesi	02/11/2004						
<b>RECEIVING PARTY DATA</b>							
<b>Name:</b>	SanDisk Corporation						
<b>Street Address:</b>	601 McCarthy Blvd.						
<b>City:</b>	Milpitas						
<b>State/Country:</b>	CALIFORNIA						
<b>Postal Code:</b>	95035						
<b>PROPERTY NUMBERS Total: 1</b>							
<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>12024808</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12024808		
Property Type	Number						
Application Number:	12024808						
<b>CORRESPONDENCE DATA</b>							
<b>Fax Number:</b>	(415)369-9665						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
<b>Phone:</b>	415-369-9660						
<b>Email:</b>	wgoy@vierramagen.com						
<b>Correspondent Name:</b>	Ralph F. Hoppin						
<b>Address Line 1:</b>	575 Market St., Suite 2500						
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105						
<b>ATTORNEY DOCKET NUMBER:</b>	SAND-01027US2						
<b>NAME OF SUBMITTER:</b>	Ralph F. Hoppin						
<b>Total Attachments: 2</b> source=1027us2-SignedParentAssignmt#page1.tif source=1027us2-SignedParentAssignmt#page2.tif							

CH \$40.00 12024808

**JOINT TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned Inventors:

(1) Jeffrey W. Lutze,  
a resident of 1906 Adele Place, San Jose, California 95125; and

(2) Nima Mokhlesi,  
a resident of 14285 Selinda Way, Los Gatos, California 95032.

have invented certain new and useful improvements in:

**SHIELD PLATE FOR LIMITING CROSS COUPLING  
BETWEEN FLOATING GATES**

and have executed a declaration for an application for a United States Patent disclosing and identifying the invention, the declaration being executed on February 11, 2004.

WHEREAS SanDisk Corporation (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 140 Caspian Court, Sunnyvale, State of California, wishes to acquire 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 jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey to 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 in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all 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 other countries. Such cooperation by said Inventors

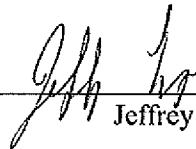
shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors 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, their respective heirs, legal representatives and assigns.

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

Dated: 02/11/04

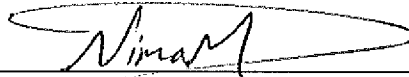
(1)



Jeffrey W. Lutze

Dated: 2/11/04

(2)



Nima Mokhlesi