### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Other - To correct an error made in a previously recorded document that erroneously affects the identified patent application

#### **CONVEYING PARTY DATA**

Name	Execution Date
Deepak C Sekar	02/26/2010
April Schricker	02/26/2010
Xiying Chen	02/26/2010
Klaus Schuegraf	02/26/2010
Raghuveer S Makala	02/26/2010

#### **RECEIVING PARTY DATA**

Name:	SanDisk 3D LLC
Street Address:	601 McCarthy Blvd.
City:	Milpitas
State/Country:	CALIFORNIA
Postal Code:	95035

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12364732

### **CORRESPONDENCE DATA**

501113546

Fax Number: (415)369-9665

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

415-369-9660 Phone:

Email: wgoy@vierramagen.com Correspondent Name: Ronald M. Pomerenke

Address Line 1: 575 Market Street, Suite 2500 Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: SAND-01385US2 (SDUF)

NAME OF SUBMITTER: Ronald M. Pomerenke

**PATENT** 

REEL: 024050 FRAME: 0844

# Total Attachments: 7 source=1385us2-CorrectedAssignmt#page1.tif source=1385us2-CorrectedAssignmt#page2.tif source=1385us2-CorrectedAssignmt#page3.tif source=1385us2-CorrectedAssignmt#page4.tif source=1385us2-CorrectedAssignmt#page5.tif source=1385us2-CorrectedAssignmt#page6.tif

source=1385us2-CorrectedAssignmt#page7.tif

PATENT REEL: 024050 FRAME: 0845

# JOINT TO CORPORATE ASSIGNMENT CORRECTION

WHEREAS, the undersigned Inventors:

- (1) Deepak C. Sekar, a resident of Sunnyvale, California;
- (2) April Schricker, a resident of Fremont, California;
- (3) Xiying Chen, a resident of San Jose, California;
- (4) Klaus Schuegraf, a resident of San Jose, California; and
- (5) Raghuveer S. Makala, a resident of Sunnyvale, California

have invented certain new and useful improvements in:

## OPTIMIZED ELECTRODES FOR RE-RAM

and have executed a declaration for an application for a United States Patent disclosing and identifying the invention, said application having Application Number 12/364,732 and filed on the 3rd day of February, 2009.

The inventors previously signed a Joint to Corporate Assignment ("Original Assignment Document") that had an error therein. The Original Assignment Document was executed by April Schricker on January 21, 2009; by Raghuveer S. Makala on January 21, 2009; by Xiying Chen on January 28, 2009; by Deepak Sekar on February 2, 2009; by Klaus Schuegraf on February 2, 2009; and was recorded in the United States Patent Office on February 6, 2009 at reel/frame 022221/0253. The Original Assignment Document mistakenly named the wrong corporate entity as the Assignee. The Original Assignment Document mistakenly named SanDisk Corporation, a corporation of the State of Delaware, having a place of business at 601 McCarthy Boulevard, Milpitas, State of California ("SanDisk Corporation") as the Assignee. However, the Original Assignment Document should have named SanDisk 3D LLC, a corporation of the State of Delaware, having a place of business at 601 McCarthy Boulevard, Milpitas, State of California ("SanDisk 3D LLC") as the Assignee.

THEREFORE, the inventors are hereby executing the present assignment document to correct any possible misunderstanding.

Page 1 of 4

Attorney Docket No.: SAND-01385US2 C:\Documents and Settings\mlee\Local Settings\Temporary Internet Files\OLKA0\1385us2 assignment (2).doc

WHEREAS, SanDisk 3D, LLC, a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 601 McCarthy Boulevard, Milpitas, California 95035 (hereinafter "ASSIGNEE") should be the owner of 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. The Inventors, SanDisk Corporation and SanDisk 3D LLC all agree that the Original Assignment Document is invalid, revoked and replaced by this Joint to Corporate Assignment.
- 2. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest the Inventors have (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.
- Said Inventors hereby jointly and severally covenant and agree to cooperate with said 3. 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.

- 4. 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.
- SanDisk Corporation hereby acknowledges that there was a mistake in the Original 5. Assignment Document and that SanDisk 3D LLC should have been named as the Assignee. To the extent that SanDisk Corporation may have any rights, title, or interest arising from or in the application or invention, SanDisk Corporation hereby sells, assigns, transfers and otherwise conveys to SanDisk 3D LLC, and SanDisk 3D LLC's successors, legal representatives and assigns, its 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.
- 6. SanDisk 3D LLC hereby acknowledges that there was a mistake in the Original Assignment Document and that SanDisk 3D LLC should have been named as the Assignee.

Date: _	26 th Feb 2010	Deepak C. Sekar
		Deepak C. Sekar
Date: _		April Schricker
Date:		
		Xiying Chen
Date:		Klaus Schuegraf
gere.		
Date: _		Raghuveer S. Makala

Attorney Docket No.: SAND-01385US2

C:\Documents and Settings\dsekar\Local Settings\Temporary Internet Files\OLK3B\1385us2 assignment (2).doc

- 4. 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.
- Assignment Document and that SanDisk 3D LLC should have been named as the Assignee. To the extent that SanDisk Corporation may have any rights, title, or interest arising from or in the application or invention, SanDisk Corporation hereby sells, assigns, transfers and otherwise conveys to SanDisk 3D LLC, and SanDisk 3D LLC's successors, legal representatives and assigns, its 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.
- 6. SanDisk 3D LLC hereby acknowledges that there was a mistake in the Original Assignment Document and that SanDisk 3D LLC should have been named as the Assignee.

Date:	
	Deepak C. Sekar
Date:	April Schricker
Date:	Xiying Chen
Date: 2/26/10	. // 0 / 1
Date:	Raghuveer S. Makala

Attorney Docket No.: \$AND-01385US2

C:\DOCUME~1\KSCHUE~1\LOCALS~1\Temp\notes7DFC1D\1385us2 assignment.doc

- 4. 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.
- SanDisk Corporation hereby acknowledges that there was a mistake in the Original 5. Assignment Document and that SanDisk 3D LLC should have been named as the Assignee. To the extent that SanDisk Corporation may have any rights, title, or interest arising from or in the application or invention, SanDisk Corporation hereby sells, assigns, transfers and otherwise conveys to SanDisk 3D LLC, and SanDisk 3D LLC's successors, legal representatives and assigns, its 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.
- 6. SanDisk 3D LLC hereby acknowledges that there was a mistake in the Original Assignment Document and that SanDisk 3D LLC should have been named as the Assignee.

Date: _		
		Deepak C. Sekar
Date: _		April Schricker
		April Schrodo
Date: _		Xiying Chen
Date: _		Klaus Schuegraf
To a lam.	02/26/2010	Moglika
Date:	Series	Raghuveer S. Makala

Attorney Docket No.: SAND-01385US2

C:\DOCUME~1\rmakala\LOCALS~1\Temp\1385us2 assignment.doc

- 4. 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.
- SanDisk Corporation hereby acknowledges that there was a mistake in the Original 5. Assignment Document and that SanDisk 3D LLC should have been named as the Assignee. To the extent that SanDisk Corporation may have any rights, title, or interest arising from or in the application or invention, SanDisk Corporation hereby sells, assigns, transfers and otherwise conveys to SanDisk 3D LLC, and SanDisk 3D LLC's successors, legal representatives and assigns, its 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.
- 6. SanDisk 3D LLC hereby acknowledges that there was a mistake in the Original Assignment Document and that SanDisk 3D LLC should have been named as the Assignee.

Date: _		
		Deepak C. Sekar
Date: _	2/26/10	April Schricker
		April Schricker
Date: _	2/26/10	try losta
	•	Xiying Chen
Date: _		
		Klaus Schuegraf
Date: _		
		Raghuveer S. Makala

Attorney Docket No.: SAND-01385US2

C:\Documents and Settings\mlee\Local Settings\Temporary Internet Files\OLKA0\1385us2 assignment (2).doc

On behalf of SanDisk Corporation:	
Date: March 5, 2010	Judy Bruner  Executive Vice President, Administration and CFO SanDisk Corporation
On behalf of SanDisk 3D LLC:	
Date: March 5, 2010	Judy Bruner  Judy Bruner  Executive Vice President, Administration and CFO  SanDisk 3D LLC

**RECORDED: 03/09/2010**