

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Arthur Benjamin Oliver	01/28/1985
RECEIVING PARTY DATA	
Name:	Spansion LLC
Street Address:	915 Deguigne Drive
Internal Address:	P.O. Box 3453
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94088
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12690590
CORRESPONDENCE DATA	
Fax Number:	(212)588-0500
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2125880800
Email:	janover@flhlaw.com
Correspondent Name:	John W. Branch
Address Line 1:	745 Fifth Avenue
Address Line 4:	New York, NEW YORK 10151
ATTORNEY DOCKET NUMBER:	1361047-2023
NAME OF SUBMITTER:	Jason Anover

Total Attachments: 17
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**PATENT
 REEL: 025678 FRAME: 0443**

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Docket No.: 1361047-2023
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Allan Parker et al.

Application No.: 12/690,590

Confirmation No.: 8112

Filed: January 20, 2010

Art Unit: 2117

For: FIELD PROGRAMMABLE REDUNDANT
MEMORY FOR ELECTRONIC DEVICES

Examiner: Not Yet Assigned

**NOTICE UNDER 35 USC 261 REGARDING ASSIGNMENT AND EMPLOYEE
CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT**

MS Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

You are hereby on notice that Spansion LLC, a Delaware corporation (hereafter "Spansion"), claims all rights, title and interests to the invention(s) described in the patent application entitled FIELD PROGRAMMABLE REDUNDANT MEMORY FOR ELECTRONIC DEVICES, filed January 20, 2010, and assigned serial number 12/690,590.

Pursuant to the Employment Agreement recorded herewith, Arthur Benjamin Oliver (hereafter "Mr. Oliver") is under an obligation to assign, and have assigned all his rights, title, and interest in the invention(s) described in the above-identified application to Spansion. Mr. Oliver has no rights in the invention(s) to assign to anyone else. Furthermore, Spansion does not waive the right to compel Mr. Oliver to formally perform his contractual obligations, and claims complete and unfettered ownership of the above-identified patent application and any patent or patents issuing from the invention(s) described in the above-identified patent application.

PATENT
REEL: 025678 FRAME: 0445

Application No.: 12/690,590

Docket No.: 1361047-2023

Dated: January 21, 2011

Respectfully submitted,

By 

John W. Branch

Registration No.: 41,633

Frommer Lawrence & Haug LLP

745 Fifth Avenue

New York, New York 10151

Phone (206) 336-5669 • Fax (212) 588-0500

Attorneys/Agents For Applicant



AGREEMENT

In consideration of my employment and for the salary or wages now being paid or to be paid by ADVANCED MICRO DEVICES, INC. (hereinafter referred to as the "Company"), a corporation of the State of Delaware, or by any affiliate of said Company (hereinafter individually and collectively referred to as the "Company"), and effective as of the date that said employment first commenced, I agree that:

1. I will disclose promptly to the Company any ideas, inventions, works of authorship (including but not limited to computer programs, software and documentation), improvements or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, which during the term of my employment I may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether or not reduced to drawings, written description, documentation, models or other tangible form, and which relate either to product, service, research or development fields in which the Company or any of its affiliates, at the time, actively engaged, or to my employment activities; and all such ideas, inventions, works, improvements and discoveries shall forthwith and without further consideration become and be the exclusive property of said Company, its successors and assigns. The Company hereby notifies you that the foregoing does not apply to any invention which qualifies fully for exemption under Section 2870 of the California Labor Code. (See below.)
2. I will assist the Company in every proper way, including the signing of any and all papers, authorization, applications and assignments, and making and keeping of proper records, and the giving of evidence and testimony (all entirely at the Company's expense), to obtain and to maintain for the use and benefit of the Company or its nominees patents, copyrights or other protection for any and all such ideas, inventions, works, improvements and discoveries in all countries.
3. I acknowledge that I have received, read and understand the Company's Invention Incentive Award Program Policy which is defined on the reverse side of the pink copy of this form.
4. I understand and agree that all data and records coming into my possession and kept by me in connection with my employment, including notebooks, drawings, blueprints, computer programs, software and documentation, bulletins, parts list, reports, customer lists, and production, cost, purchasing, and marketing information, and employment data, including policies and safety information, are the exclusive property of the Company. I agree to return to the Company all copies of such data and records which have been kept by me upon termination of my employment unless specific written consent is obtained from the President of the Company to retain such data or records.
5. I will regard and preserve as confidential and will not divulge to unauthorized persons, or use for any unauthorized purposes, either during or after the term of my employment, any information, matter or thing of secret, confidential or private nature, connected with the business of the Company or any of its suppliers, customers or affiliates without the written consent of an officer of the Company, or until such time as such information otherwise becomes public knowledge. Included within the meaning of the foregoing are matters of a technical nature, such as know-how, formulae, computer programs, software and documentation, secret processes or machines, inventions, and research projects, and matters of a business nature, such as information about costs, profits, markets, sales, lists of customers and business data regarding customers, salaries, and other Company personnel data and any other information of a similar nature to the extent not available to the public, and plans for further development.
6. I have chosen to exclude from the operation of this Agreement those items listed in Schedule A (below) and more fully described in disclosure statements submitted to the Company. Under Schedule A, I have listed the titles of all of my ideas, inventions, works, improvements and discoveries, patented or unpatented, copyrighted or not copyrighted, that have either been completed prior to this date, or are in progress at this time. As a matter of establishing a record, these ideas, inventions, works, improvements and discoveries are fully described in the disclosure statements which I shall submit to the Company within thirty (30) days after the start of my employment.
7. I agree that I will not disclose to Company or use for the benefit of Company any confidential information derived from sources other than employment with Company. I further agree that if I am in doubt as to the confidential status of any information, or if any information is alleged to be proprietary, I will refer to the legal department of the Company the question of whether such information is available for disclosure and use for the benefit of Company.
8. This Agreement shall not be terminated or altered by changes in duties, compensation or other terms of my employment.
9. This Agreement expresses the entire understanding between me and Company on this subject matter, and no change or modification of its terms shall be valid or binding unless the same shall be in writing and signed by both me and a duly authorized Officer of Company.

1-28-85
DATE

[Signature]
SIGNATURE
Clair D. Lundy
WITNESS

SCHEDULE A

(List here previous inventions and improvements and continue on attached sheet if necessary.)

California Labor Code

§ 2870. Employment agreements; assignment of rights

Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

(Added by Stats. 1979, c. 1021, p. 1, § 1.)

CONTRIBUTION AND ASSUMPTION AGREEMENT

By and Among

ADVANCED MICRO DEVICES, INC.,

AMD INVESTMENTS, INC.,

FUJITSU LIMITED,

FUJITSU MICROELECTRONICS HOLDING, INC.

and

FASL LLC

Dated as of June 30, 2003

CONTRIBUTION AND ASSUMPTION AGREEMENT

This CONTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of June 30, 2003, by and among Advanced Micro Devices, Inc., a Delaware corporation ("AMD"), AMD Investments, Inc., a Delaware corporation ("AMD Investments"), Fujitsu Limited, a corporation organized under the laws of Japan ("Fujitsu"), Fujitsu Microelectronics Holding, Inc., a Delaware corporation ("Fujitsu Sub"), and FASL LLC, a Delaware limited liability company (the "Joint Venture").

RECITALS

- A. Fujitsu AMD Semiconductor Limited K.K., a company organized under the laws of Japan ("FASL (Japan)"), a joint venture of AMD and Fujitsu, is engaged in the manufacture and supply to AMD and Fujitsu of certain semiconductor devices, a substantial function of which is code and/or data storage (the "FASL (Japan) Flash Memory Business").
- B. AMD and its Affiliates are also separately engaged in the research and development, manufacture, marketing, distribution, promotion and sale of Stand-Alone NVM Products (excluding distribution and sales-related activities) (the "AMD Flash Memory Business").
- C. Fujitsu and its Affiliates are also separately engaged in the research and development, manufacture, marketing, distribution, promotion and sale of Stand-Alone NVM Products (excluding (i) Ferro-electric non-volatile memory technology and products and (ii) distribution and sales-related activities) (the "Fujitsu Flash Memory Business").
- D. The Joint Venture has previously been formed by the filing of a Certificate of Formation with the Delaware Secretary of State.
- E. AMD Investments has previously contributed to the Joint Venture the assets set forth on Annex A hereto (the "AMD Pre-Closing Contributed Assets").
- F. AMD, AMD Investments, Fujitsu, Fujitsu Sub and the Joint Venture are entering into this Agreement, pursuant to which AMD Investments and Fujitsu Sub will transfer to the Joint Venture assets related to the AMD Flash Memory Business and assets related to the Fujitsu Flash Memory Business, respectively, in exchange for which AMD Investments and Fujitsu Sub will receive Membership Interests in the Joint Venture.
- G. It is the intention of the parties to combine the AMD Flash Memory Business, the Fujitsu Flash Memory Business and the FASL (Japan) Flash Memory Business, and for the Joint Venture to succeed to and conduct the AMD Flash Memory Business, the Fujitsu Flash Memory Business and the FASL (Japan) Flash Memory Business (the "Joint Venture Business").

Defined Term	Section
"Required Fujitsu Governmental Approval"	6.9(b)
"Restructuring"	7.1
"Second Closing Date"	2.1(b)
"Secoded Employee Payroll Servicing Agreement"	4.1(b)
"Securities Act"	5.23
"Straddle Period"	2.4
"Supplemental Payment"	8.9(b)
"Sunnyvale Title Policy"	7.6(a)
"Tax Concessions"	5.14
"Third Party Claim"	10.9(a)

1.3 Interpretation.

(a) Certain Terms. The words "hereof," "herein," "hereunder" and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" is not limited and means "including without limitation."

(b) Section References: Titles and Subtitles. Unless otherwise noted, all references to Sections, Annexes, Schedules and Exhibits herein are to Sections, Annexes, Schedules and Exhibits of this Agreement. The titles, captions and headings of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(c) References to Persons, Agreements and Statutes. Unless otherwise expressly provided herein, (i) references to a Person include its successors and permitted assigns, (ii) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments, restatements and other modifications thereto or supplements thereof and (iii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such statute or regulation.

ARTICLE II.

CONTRIBUTION OF ASSETS

2.1 Agreement to Contribute and Accept. Upon the terms and subject to the conditions of this Agreement and in reliance upon the representations, warranties and agreements herein set forth:

(a) AMD Investments shall, and AMD shall cause AMD Investments to, convey, transfer, assign and deliver to the Joint Venture on the Closing Date, and the Joint Venture shall accept from AMD Investments, free and clear of all Liens, other than Permitted Liens, all of AMD Investments' right, title and interest in and to the following (the "AMD Closing Date Contributed Assets"):

(i) by wire transfer of immediately available funds to an account designated by the Joint Venture at least two (2) days prior to the Closing Date;

(ii) the AMD Closing Date Contributed Fab 25 Assets;

(iii) the AMD Closing Date California Assets;

(iv) the AMD FASL (Japan) Closing Date Contributed Equity;

(v) the AMD Coaue Assets;

(vi) the AMD Inventory (that is not owned by the AMD Contributed Subsidiaries;

(vii) subject to Section 7.1, (A) all Contracts of AMD or any of its Affiliates which are exclusively related to the AMD Flash Memory Business, the AMD Business Assets (other than Contracts) or the operation thereof, except for those Contracts listed on Annex R hereto and (B) the Contracts listed on Annex S hereto of AMD or any of its Affiliates, but excluding in each case, Contracts one of the principal purposes of which is the granting of Third Party Other IP Rights (as defined in the Intellectual Property Agreement) to AMD or an Affiliate of AMD (collectively, the "AMD Contributed Contracts"); and

(viii) subject to Section 7.1, all AMD Contributed Permits.

(b) On a date to be agreed upon by AMD and Fujitsu, but in no event later than July 18, 2003 (the "Second Closing Date"), provided that neither the Joint Venture nor FASL (Japan) shall have been dissolved or have taken actions to cause such dissolution as of the Second Closing Date, AMD Investments shall, and AMD shall cause AMD Investments to, convey, transfer, assign and deliver to the Joint Venture, and the Joint Venture shall accept from AMD Investments, free and clear of all Liens, other than Permitted Liens, all of AMD Investments' right, title and interest in and to the AMD FASL (Japan) Additional Equity (the "AMD Post-Closing Contributed Assets" and together with the AMD Closing Date Contributed Assets and the AMD Pre-Closing Contributed Assets, the "AMD Contributed Assets") pursuant to documents and/or instruments in form and substance reasonably acceptable to Fujitsu and Fujitsu Sub, duly executed and delivered by AMD Investments and/or its applicable Affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

THE JOINT VENTURE:

FASL LLC

By: Thomas M. McCoy
Name: Thomas M. McCoy
Title: Manager

AMD:

Advanced Micro Devices, Inc.

By: Thomas M. McCoy
Name: Thomas M. McCoy
Title: Senior Vice President, General Counsel

AMD INVESTMENTS:

AMD Investments, Inc.

By: Thomas M. McCoy
Name: Thomas M. McCoy
Title: Vice President and Secretary

FUJITSU:

Fujitsu Limited

By: _____
Name: Hiroaki Kurokawa
Title: President and Representative Director

FUJITSU SUB:

Fujitsu Microelectronics Holding, Inc.

By: _____
Name: Kazuo Iida
Title: President

Signature Page to
Contribution Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

THE JOINT VENTURE:

FASL LLC

By: _____
Name: _____
Title: _____

AMD:

Advanced Micro Devices, Inc.

By: _____
Name: _____
Title: _____

AMD INVESTMENTS:

AMD Investments, Inc.

By: _____
Name: _____
Title: _____

FUJITSU:

Fujitsu Limited

By: 黒川博昭
Name: Hiroaki Kurokawa
Title: President and Representative Director

FUJITSU SUB:

Fujitsu Microelectronics Holding, Inc.

By: _____
Name: Kazuo Iida
Title: President

Signature Page to
Contribution Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

THE JOINT VENTURE:

FASL LLC

By: _____
Name: _____
Title: _____

AMD:

Advanced Micro Devices, Inc.

By: _____
Name: _____
Title: _____

AMD INVESTMENTS:

AMD Investments, Inc.

By: _____
Name: _____
Title: _____

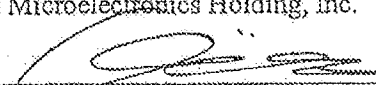
FUJITSU:

Fujitsu Limited

By: _____
Name: Hiroaki Kurokawa
Title: President and Representative Director

FUJITSU SUB:

Fujitsu Microelectronics Holding, Inc.

By:  _____
Name: Kazuo Iida
Title: President

Signature Page to
Contribution Agreement

Dale E Utz	64923	Factory Sys Tech Specialist	Austin, TX, USA
Jeffrey G Ellison	66092	Mfg Engr Program Manager	Austin, TX, USA
Anthony R Baker	67238	Mgr Ind Eng/Plan/Pc	Austin, TX, USA
Patrick L Thomas	68521	Project/Program Mgr	Austin, TX, USA
Cabe W Nickse	69837	Sr Industrial Engr	Austin, TX, USA
Tyler T Croft	80702	Industrial Engr 2	Austin, TX, USA
Bowie L Hand	80816	Associate Software Engr	Austin, TX, USA
Herman Toeante	80910	Industrial Engr 2	Austin, TX, USA
Hidayat Hidayat	81409	Industrial Engr 2	Austin, TX, USA
John W Whitaker	420811	Co-Op Engineer	Austin, TX, USA
Michael Hillis	15344	Project/Program Mgr	Austin, TX, USA
William S Brennan	50043	Sr Mts Proc Dev Engr	Austin, TX, USA
Lydia S Zapata	62162	Executive Assistant	Austin, TX, USA
Ernest G Garza	68032	Mts Materials Engr	Austin, TX, USA
Christopher M Foster	69505	AMD Fellow	Austin, TX, USA
Shante B Smith	80979	Sr Admin Assistant	Austin, TX, USA
Arthur B Oliver	61663	Director Design Engr	Austin, TX, USA
Larry D Monks	61862	Sect Mgr Cad Engr	Austin, TX, USA
Allan Parker	62630	Sr Mts Design Engr	Austin, TX, USA
Joseph S Kucera	64664	Sr Design Engr	Austin, TX, USA
Christopher C Schurck	65481	Mts Design Engr	Austin, TX, USA
Mark J Madden	65682	Sr Mask Design Engr	Austin, TX, USA
Pedro A Sanchez	66852	Sr Design Engr	Austin, TX, USA
Iftexahr Z Rahman	67253	Sr Design Engr	Austin, TX, USA
Anthony Louviere III	68986	Design Engr 2	Austin, TX, USA
Matthew R Croft	69271	Design Engr 2	Austin, TX, USA
VishnuPriya Gongaireddy	69324	Design Engr 2	Austin, TX, USA
Glen K Lam	69584	Design Engr 1	Austin, TX, USA
Fernanda N Consigliero	80617	Mask Design Engr 1	Austin, TX, USA
Gregory C Yancey	80725	Design Engr 2	Austin, TX, USA
Shane T Robson	80728	Prod Dev Engr 1	Austin, TX, USA
Huong T Le	81546	Design Engr 1	Austin, TX, USA
Aparna U Jog	85107	Co-Op Engineer	Austin, TX, USA
Maximilian A Smirnoff	419488	Design Engr 1	Austin, TX, USA
Max S Willis	420268	Sr. Syst Sftw Develop Engr	Austin, TX, USA
Jon Hoekwater	420800	Mts Syst Sftw Develop Engr	Austin, TX, USA
Kelley Kyle Higgins Sr.	12318	Sect Mgr Proc Dev Engr	Austin, TX, USA
Robert Paiz	63041	Device Tech Engr 1	Austin, TX, USA
Robert Dawson	63049	Sr Mts Dev Tech Engr	Austin, TX, USA
John J Bush	63628	Mts Device Tech Engr	Austin, TX, USA
Basab Banerjee	64074	Mgr Device Tech Engr	Austin, TX, USA
Lynn H Pham	64485	Process Dev Tech 2	Austin, TX, USA

CERTIFICATE OF FORMATION

OF

FASL LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to herein as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "Limited Liability Company") is FASL LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the Limited Liability Company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act is c/o the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, 19801.

Executed on April 4, 2003.

By: /s/ Linda Kingsbury.....
Linda Kingsbury
Authorized Person

AMENDMENT TO CERTIFICATE OF FORMATION
OF
PARL LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to herein as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "Limited Liability Company") is PARL LLC.

SECOND: The Certificate of Formation as filed with the Delaware Secretary of State on April 15, 2003 is hereby amended to include the following provision:

THIRD: The following individuals are hereby appointed to serve as managers of the Limited Liability Company:

Thomas M. McCoy
J. Michael Woolleme
Hollis M. O'Brien."

Executed on May 6, 2003.

By: /s/ Linda Kingsbury.....
Linda Kingsbury
Authorized Person

SP3413663.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:21 PM 05/06/2003
FILED 07:29 PM 05/06/2003
SRV 032223117 - 3448029 FILE

AMENDED AND RESTATED
CERTIFICATE OF FORMATION OF
FASL LLC
a Delaware Limited Liability Company

FASL LLC (the "Company"), a limited liability company organized and existing under the Delaware Limited Liability Company Act (the "DLLCA"), DOES HEREBY CERTIFY:

1. The original Certificate of Formation was filed with the Delaware Secretary of State on April 15, 2003, and an Amendment to Certificate of Formation was subsequently filed with the Delaware Secretary of State on May 6, 2003.

2. The Certificate of Formation of the Company is hereby amended to delete reference to Article "THIRD" thereof and is now restated to read in its entirety as set forth in the Amended and Restated Certificate of Formation (the "Restated Certificate") attached as Annex A hereto and incorporated herein by reference.

3. The Restated Certificate in the form attached hereto as Annex A has been duly adopted, executed and filed in accordance with the provisions of Sections 18-205 and 18-206 of the DLLCA.

IN WITNESS WHEREOF, the sole Member of the Company, pursuant to the terms of the Limited Liability Company Agreement of FASL LLC as in full force and effect as of the date hereof, has caused this Amended and Restated Certificate of Formation to be duly executed this 7th day of July, 2003.

AMD INVESTMENTS, INC.

By: /s/ Thomas M. McCoy

Name: Thomas M. McCoy

Its: Vice President and Secretary

SP#73835.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:30 PM 07/07/2003
FILED 10:34 PM 07/07/2003
SP# 030346671 - 3646079 PTLB

ANNEX A

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF FASL LLC
a Delaware Limited Liability Company

FIRST: The name of the limited liability company (hereinafter called the "Limited Liability Company") is FASL LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the Limited Liability Company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act is c/o the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, 19801.

* * *

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:47 PM 06/28/2004
FILED 01:12 PM 06/28/2004
SERV 940474638 - 3640039 FILE

AMENDED AND RESTATED

CERTIFICATE OF FORMATION OF

FASL LLC
a Delaware Limited Liability Company

FASL LLC (the "Company"), a limited liability company organized and existing under the Delaware Limited Liability Company Act (the "DLLCA"), DOES HEREBY CERTIFY:

1. The original Certificate of Formation was filed with the Delaware Secretary of State on April 15, 2003, an Amendment to Certificate of Formation was subsequently filed with the Delaware Secretary of State on May 6, 2003, and an Amended and Restated Certificate of Formation was subsequently filed on July 7, 2003.

2. The Amended and Restated Certificate of Formation of the Company is hereby amended and restated to read in its entirety as set forth in the Amended and Restated Certificate of Formation (the "Restated Certificate") attached as Annex A hereto and incorporated herein by reference.

3. The Restated Certificate in the form attached hereto as Annex A has been duly adopted, executed and filed in accordance with the provisions of Sections 18-205 and 18-206 of the DLLCA.

IN WITNESS WHEREOF, the undersigned of the Company, pursuant to the terms of the Amended and Restated Limited Liability Company Operating Agreement of FASL LLC as in full force and effect as of the date hereof, has caused this Amended and Restated Certificate of Formation to be duly executed this 28th day of June, 2004.

FASL LLC

By: /s/ Thomas Eby
Name: Thomas Eby
Its: Executive Vice President and Secretary

ANNEX A

AMENDED AND RESTATED
CERTIFICATE OF FORMATION

OF SPANSION LLC,

a Delaware Limited Liability Company

FIRST: The name of the limited liability company (hereinafter called the "Limited Liability Company") is "SpanSION LLC."

SECOND: The address of the registered office and the name and the address of the registered agent of the Limited Liability Company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act is s/o the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, 19801.

* * *