

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Micron Technology, Inc.	07/22/2009
RECEIVING PARTY DATA	
Name:	pSiFlow Technology, Inc.
Street Address:	988 Longmont Avenue, Suite 440
City:	Boise
State/Country:	IDAHO
Postal Code:	83706
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	11452185
Patent Number:	7146814
Patent Number:	7115422
Patent Number:	6762057
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ATTORNEY DOCKET NUMBER:	74270-8000
NAME OF SUBMITTER:	Michelle Sympson

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REEL: 026847 FRAME: 0248

Total Attachments: 7

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** ("**Agreement**") is effective and entered into on July 22, 2009 ("**Effective Date**") by and between **Micron Technology, Inc.**, a company duly incorporated under the laws of Delaware ("**Micron**"), and **pSiFlow Technology, Inc.**, a company duly incorporated under the laws of Idaho ("**PSI**") (Micron and PSI, each, a "**Party**" and collectively, the "**Parties**").

WHEREAS, Micron owns certain U.S. issued patents and U.S. filed patent applications that it will assign to PSI pursuant to the terms and conditions of this Agreement; and

WHEREAS, PSI will license back to Micron such issued patents and patent applications pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises contained herein, of the obligations herein made and undertaken, and in consideration of the rights and privileges granted within the Shareholders Agreement (as defined below), the Parties hereto do hereby covenant and agree as follows:

1. Definitions

(a) "Affiliate" shall mean any entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with another entity and any partnership in which such entity is a partner. The foregoing definition includes any entity that conforms to the definition as of the Effective Date hereof or is hereafter created.

(b) "Analytical Field" shall mean the design, development, manufacture, use and/or sale of products whose primary purpose is the chemical or biological analysis of a substance and the reduction and reporting of the resultant data. "Analytical Field" does not and shall not include the design, development, manufacture, use and/or sale of Memory Products and/or Imaging Products.

(c) "Assigned Patents" shall mean those U.S. issued patents identified in ATTACHMENT "A" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof which may issue thereon or in connection therewith after the Effective Date of this Agreement and all Intellectual Property rights in the foregoing.

(d) "Assigned Patent Applications" shall mean those U.S. filed patent applications identified in ATTACHMENT "B" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement and all Intellectual Property rights in the foregoing.

(e) "Change of Control" shall mean, with respect to PSI, (i) the sale of all or substantially all of the assets of PSI, (ii) a sale of at least a portion of PSI's equity sufficient to elect a majority of the managing body of PSI or otherwise to direct the policies of PSI, or (iii) the merger or consolidation of PSI in which PSI is not the surviving entity, except any such merger or consolidation wherein the equity owners of PSI after such merger or consolidation are the same as before.

(f) "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through record or beneficial ownership of voting securities, by contract, or otherwise.

(g) "Imaging Product" shall mean an Image Sensor and/or Companion Chip, where "Image Sensor" shall mean a semiconductor integrated circuit device having the primary purpose of converting impinging light into an electrical representation of the information in the light, and "Companion Chip" shall mean a semiconductor integrated circuit device for use in processing Imaging Product data.

(h) "Intellectual Property" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (i) patents and utility models and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof (ii) all inventions, developments and discoveries (whether patentable or not), improvements, trade secrets, proprietary information, know how, technology, software, technical data, and all documentation embodying or evidencing any of the foregoing, (iii) copyrights, copyright registrations and applications therefor, (iv) mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology, (v) industrial designs and any registrations and applications therefor, (vi) databases and data collections, (vii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world, but excluding any rights in trademarks, service marks, trade names, trade dress, domain names, logos and similar rights, and the goodwill associated therewith, whether registered or unregistered.

(i) "Memory Product" shall mean one or more semiconductor integrated circuits, printed circuit boards, multi-chip packages or other assemblies with which such integrated circuits are attached or otherwise associated that are designed, developed, marketed or used primarily for storing data and/or programs including, for example and without limitation, any dynamic, static, low volatility or non-volatile memory, whether as discrete integrated circuits, or as part of a SIMM, DIMM, multi-chip package, memory card (e.g., Compact Flash card, SD card, etc.) or other memory module or package.

(j) "Micron Direct Competitor" shall mean (i) Samsung, Hynix, Qimonda, Toshiba, STMicroelectronics, Elpida, Winbond, ProMOS, NanYa, Powerchip, Rexchip, Saifun, SanDisk, Spansion, Numonyx, Ovonyx, and any Subsidiaries or Affiliates of the companies set forth above; (ii) any successor-in-interest of any of the companies referenced in (i) above and any successors to all or substantially all of their respective Memory Products businesses; (iii) any other company with respect to which one or more of the companies set forth in (i) above has Control; (iv) a company that manufactures Memory Products in wafer form and that derives (either on a consolidated or standalone basis) at least twenty percent (20%) of its revenue from the manufacture or sale of Memory Products; or (v) a company that manufactures Imaging Products in wafer form and that derives (either on a consolidated or standalone basis) at least twenty percent (20%) of its revenue from the manufacture or sale of Imaging Products.

(k) "Shareholders Agreement" shall mean the written Shareholders Agreement entered into between Micron and PSI on even date herewith.

(l) "Subsidiary" shall mean any entity which is directly or indirectly more than fifty percent (50%) owned by another entity, whether such entity which is owned exists as of the Effective Date of this Agreement or is hereafter created.

2. Covenants.

(a) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Micron, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to PSI its entire right, title and interest in and to the Assigned Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Micron hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States whose duty it is to issue or record patents, to issue the Assigned Patents to PSI and to record assignment of the Assigned Patents to PSI.

(b) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Micron, for good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to PSI its entire right, title and interest in and to the Intellectual Property rights in the Assigned Patent Applications. Micron hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States whose duty it is to issue or record patents, to record assignment of the Assigned Patent Applications to PSI.

(c) As partial consideration for the assignments provided for within this Agreement, PSI agrees that the Assigned Patents and the Assigned Patent Applications shall be subject to the following restrictions:

(i) PSI shall not sell, assign, transfer, grant an exclusive license to, or otherwise dispose of any of the Assigned Patents and/or the Assigned Patent Applications to any third party(ies) (other than in connection with a Change of Control of PSI) without first offering Micron reasonable advance written notice thereof and the option to acquire the relevant Assigned Patents and/or the Assigned Patent Applications back from PSI for consideration to be negotiated in good faith between Micron and PSI. If Micron exercises the foregoing option and acquires the Assigned Patents and/or the Assigned Patent Applications, then PSI shall assign and transfer to Micron PSI's entire right, title and interest in and to the relevant Assigned Patents and/or Assigned Patent Applications, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor), and PSI shall, at the request of Micron and at PSI's expense, execute and deliver or cause to be delivered, any other instruments of transfer, and shall take or cause to be taken all such other actions as Micron may reasonably deem necessary or desirable in order to carry out any such assignments or perfect any such rights. Notwithstanding the foregoing, any such decision to exercise the foregoing option to acquire the relevant Assigned Patents and/or the Assigned Patent Applications back from PSI shall be in Micron's sole discretion, and Micron shall have no responsibility or obligation to acquire any of the Assigned Patents and/or the Assigned Patent Applications back from PSI; and

(ii) prior to permitting any of the Assigned Patents and/or the Assigned Patent Applications to become abandoned for failure to pay maintenance fees, filing fees, prosecution fees or for any other reason, PSI shall first give Micron at least ninety (90) days written notice before any such abandonment becomes effective, and upon Micron's written notice PSI shall, for one dollar (\$1.00) consideration, assign and transfer to Micron PSI's entire right, title and interest in and to the relevant Assigned Patents and/or Assigned Patent Applications, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor), and PSI shall, at the request of Micron and at PSI's expense, execute and deliver or cause to be delivered, any other instruments of transfer, and shall take or cause to be taken all such other actions as Micron may reasonably deem necessary or desirable in order to carry out any such assignments or perfect any such rights.

3. Further Assurances

At the request of the PSI and at PSI's expense, Micron shall execute and deliver or cause to be delivered, any other instruments of transfer, and shall take or cause to be taken all such other actions as PSI may reasonably deem necessary or desirable in order to carry out the assignments to PSI hereunder; provided however, that notwithstanding the foregoing, or anything herein to the contrary, as of the Effective Date, and unless otherwise expressly agreed to by Micron in a separate written agreement, all responsibilities and obligations related to or in connection with any prosecution and/or other activities involved in perfecting any rights hereunder or otherwise pursuing registration of any rights in relation to the Assigned Patents and the Assigned Patent Applications shall rest solely with PSI (except that such responsibilities and obligations shall rest solely with Micron with respect to those Assigned Patents and the Assigned Patent Applications that are assigned back to Micron by PSI in accordance with Section 2(c) above, with such responsibilities and obligations resting solely with Micron as of the effective date of the applicable assignment back to Micron by PSI).

4. **License**

(a) As partial consideration for the assignments provided for within this Agreement, PSI hereby grants to Micron, its Subsidiaries and Affiliates a non-exclusive, royalty-free, fully paid-up, irrevocable, world-wide license under the Assigned Patents and the Assigned Patent Applications for any and all purposes and applications and to practice any and all methods and processes outside the Analytical Field.

(b) If PSI experiences a Change of Control by a Micron Direct Competitor, then the foregoing license grant shall automatically convert to a non-exclusive, royalty-free, fully paid-up, irrevocable, world-wide license under the Assigned Patents and the Assigned Patent Applications for any and all purposes and applications and to practice any and all methods and processes whether inside and/or outside of the Analytical Field.

5. **Representations and Warranties Disclaimer**

MICRON HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER WITH RESPECT TO ANY OF THE ASSIGNED PATENTS AND ASSIGNED PATENT APPLICATIONS. WITHOUT LIMITING THE FOREGOING, MICRON DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE UTILITY, VALIDITY OR ENFORCEABILITY OF ANY OF THE ASSIGNED PATENTS OR ASSIGNED PATENT APPLICATIONS, NOR DOES MICRON MAKE ANY REPRESENTATION OR WARRANTY THAT THE COMMERCIAL EXPLOITATION THEREOF WILL NOT INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY(IES).

6. **General**

This Agreement shall be effective as of the Effective Date hereof and shall be binding on the respective heirs, assigns, representatives, and successors of Micron and of PSI.

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Agreed to by:

Micron Technology, Inc.

Signed: Om Om

Date: July 22, 2009

REVIEWED
MTI LEGAL

C.S.

Notarization

State of Idaho

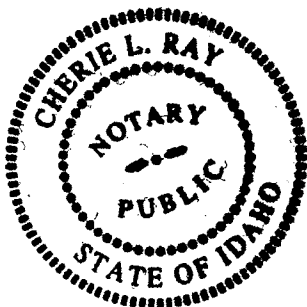
County of Ada

On 7/22/09, before me, CHERIE L. RAY, personally appeared the above-named MARK DURCOM,
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: Cherie L. Ray

My commission expires: 9-22-2010



Agreed to by:

pSiFlow Technology, Inc.

Signed: Terry Ginton

Date: 7/22/09, 2009

Notarization

State of Idaho

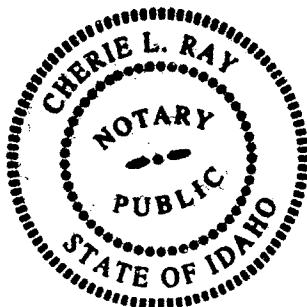
County of Ada

On 7/22/09, before me, CHERIE L. RAY, personally appeared the above-named TERRY GINTON,
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: Cherie L. Ray

My commission expires: 9-22-2010



ATTACHMENT "A"

ASSIGNED PATENTS

- 1) US Patent 7,146,814 Micro-machine and a method of powering a micro-machine;
- 2) US Patent 7,115,422 Separation apparatus including porous silicon column;
- 3) US Patent 6,762,057 Separation apparatus including porous silicon column.

ATTACHMENT "B"

ASSIGNED PATENT APPLICATIONS

- 1) US Patent Application 20060254277 Micro-machine and a method of powering a micro-machine 11/452,185;
- 2) US Patent Application 20040203167 Methods for isolating constituents of a sample 10/837,731.