PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:			ASSIGNMENT				
CONVEYING PARTY DATA							
		N	ame	Execution Date			
SanDisk Corporation				12/14/2011			
RECEIVING PARTY DATA							
Name:	SanDisk IL Ltd.						
Street Address:	7 Atir Yeda Street						
City:	Kfar Saba						
State/Country:		ISRAEL					
Postal Code:	Postal Code: 44425						
PROPERTY NUMBERS Total: 1							
Property Type			Number				
Application Number:		12978	978368				
CORRESPONDENCE DATA							
Fax Number: (415)276-659							
Phone: (415) 276-6500							
Email: svetlanastellmach@dwt.com Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent							
via US Mail.							
Correspondent Name: Davis Wright T							
-		-	ry Street, Suite 800				
Address Line 4: San Francisco, CALIFORNIA 94111							
ATTORNEY DOCKET NUMBER:			0084567-641US2				
NAME OF SUBMITTER:			Philip Yau, Reg. No. 32,892				
Total Attachments: 3 source=SNDK641US2_Assignment_12-22-11#page1.tif source=SNDK641US2_Assignment_12-22-11#page2.tif source=SNDK641US2_Assignment_12-22-11#page3.tif							

ATTORNEY DOCKET NO: 0084567-641US2

	U.S. DEPARTMENT OF COMMERCE		
RECORDATION FO PATENT			
TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT ORIGINAL DOCUMENTS OR COPY THEREOF.	AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED		
1. Name and address of of conveying party(ies):	2. Name and address of receiving party(ies):		
SanDisk Corporation 601 McCarthy Boulevard	Name: SanDisk IL Ltd.		
Milpitas, CA 95035	Street Address: 7 Atir Yeda Street		
Additional name(s) of conveying party(ies) attached?	City: Kfar Saba State: Zip: 44425 Country: Israel		
3. Nature of Conveyance:	Name and address of receiving party(ies):		
Assignment Merger	Name:		
	Street Address:		
Security Agreement Change of Name	City: State: Zip:		
Other Execution Date: (a) 12/14/2011	Country: Additional name(s) & address(es) attached?		
 Application number(s) or patent number(s): 			
If this document is being filed together with a new application, the	ne execution date of the application is:		
A. Patent Application No.(s) - 12/978,368	B. Patent No.(s)		
Filing Date: December 23, 2010			
Title: Non-Volatile Memory And Methods With Soft-Bit Reads While Reading Hard Bits With Compensation For Coupling			
Additional num	bers attached? Yes No		
 Name and address of party to whom correspondence concerning document should be mailed: 	 Total number of applications and patents involved: 1 		
Name: Philip Yau	7. Total fee (37 CFR 3.41): \$40.00		
Internal Address: Davis Wright Tremaine LLP	The \$40.00 fee has been authorized via EFS. Please charge Deposit Account No. 04-0258 any additional fees required for this conveyance and credit Deposit Account No. 04-0258 any amounts overpaid.		
Street Address: 505 Montgomery Street, Suite 800			
City San Francisco State CA Zip 94111-6533			
DO NOT USE T	THIS SPACE		
8. Statement and signature.			
-	on is true and correct and any attached copy is a true copy of the		
	MMAIN D. MARCON		
Philip Yau, Reg. No. 32,892 Name of Person Signing Total number of page	Signature December 22, 2011 Date Date Signature Date Date Date Date Signature Date Date Date Date Date Date Date Dat		

PATENT REEL: 027433 FRAME: 0179

ASSIGNMENT

WHEREAS, SanDisk Corporation, a Delaware corporation, doing business at 601 McCarthy Boulevard, Milpitas, CA 95035 (hereinafter referred to as Assignor), holds the full and exclusive right, title and interest in U.S. Patent Application No. <u>12/978,368</u> together with all divisions, continuations, or continuations-in-part thereof, and all patents issuing thereon including reissues, renewals, substitutions, re-examinations and extensions thereof, and any and all corresponding foreign patents and patent applications (hereinafter referred to as, collectively, THE ASSIGNED PATENT RIGHTS);

WHEREAS, SanDisk IL LTD., an Israeli corporation, doing business at 7 Atir Yeda Street, Kfar Saba, 44425, Israel, (hereinafter referred to as Assignee), is desirous of acquiring the full and exclusive right, title and interest in THE ASSIGNED PATENT RIGHTS;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys unto the said Assignee, and Assignee accepts, all of Assignor's right, title and interest throughout the world in and to THE ASSIGNED PATENT RIGHTS and to all Letters Patent or applications or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for THE ASSIGNED PATENT RIGHTS, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for THE ASSIGNED PATENT RIGHTS to Assignee in accordance with the terms of this ASSIGNMENT but subject to reserved rights including but not limited to those previously retained by, granted to, or owned by, the United States government, educational institutions or both and hereby transfers and conveys all rights of action, power and benefit belonging to or accruing from THE ASSIGNED PATENT RIGHTS including the right to undertake proceedings to recover past and future damages and claim all other relief in respect of any acts of infringement thereof whether such acts shall have been committed before or after the date of this assignment.

No other rights, immunities, or licenses, including, without limitation, any rights to any intellectual property owned, controlled or licensable by Assignor are granted or assigned to Assignee under this ASSIGNMENT, either expressly or by implication, estoppels, or otherwise, other than the rights expressly recited herein.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would knowingly conflict with this Agreement; Assignor further covenants that Assignee will, upon its lawful request, reasonably be provided with all pertinent facts and documents relating to THE ASSIGNED PATENT RIGHTS and legal equivalents as may be known and reasonably accessible to Assignor and that Assignor will testify as to the same in any administrative contest or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce THE ASSIGNED PATENT RIGHTS and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand as of the date indicated below:

SANDISK CORPORATION

December 14, 2011 Date

Name: Judy Bruner

Title: EVP, Administration/CFO

IN TESTIMONY WHEREOF, in accepting said Assignment, I hereunto set my hand as of the date indicated below:

SANDISK IL LTD

December 14, 2011 Date

Signature

Name: Judy Bruner

Title: Director

PATENT REEL: 027433 FRAME: 0181

RECORDED: 12/22/2011