

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Huai-Yu Cheng	04/06/2012
RECEIVING PARTY DATA	
Name:	Macronix International Co., Ltd.
Street Address:	No. 16 Li-Hsin Road
Internal Address:	Science-Based Industrial Park
City:	Hsinchu
State/Country:	TAIWAN
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13450935
Application Number:	61553743
CORRESPONDENCE DATA	
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Correspondent Name:	MACRONIX C/O HAYNES BEFFEL & WOLFELD LLP
Address Line 1:	P. O. BOX 366
Address Line 2:	Mark Haynes
Address Line 4:	HALF MOON BAY, CALIFORNIA 94019
ATTORNEY DOCKET NUMBER:	MXIC 2002-2
NAME OF SUBMITTER:	Mark A. Haynes
Total Attachments: 2 source=assignment#page1.tif source=assignment#page2.tif	

OP \$80.00 13450935

ASSIGNMENT

WHEREAS, the undersigned,

- (1) Huai-Yu Cheng
No. 3, Alley 25, Lane 172,
Sec. 1, Jinguo Road
East District
Hsinchu City 300 Taiwan
R.O.C.

hereinafter termed "Inventor," has invented certain new and useful improvements in

STRESSED PHASE CHANGE MATERIALS

and has filed a provisional application for a United States patent disclosing and identifying the above invention on **31 October 2011** as Application No. **61/553,743**, and is filing a non-provisional application for a United States patent disclosing and identifying the above invention on _____ as Application No. _____, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such non-provisional application on:

(1) the 6th day of April, 2012.

(hereinafter termed "application"); and

WHEREAS, Macronix International Co., Ltd., a corporation of Taiwan, having a place of business at No. 16, Li-Hsin Road, Science-Based Industrial Park, Hsinchu, Taiwan (hereinafter termed "Assignee"), is desirous of acquiring 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 by said Inventor jointly or severally (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventor does hereby jointly and severally sell, assign, transfer and convey unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every

application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby jointly and severally covenants and agrees 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 foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor 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 Inventor, jointly and severally, the inventor's respective heirs, legal representatives and assigns.

4. Said Inventor hereby jointly and severally warrants and represents that said inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor hereby authorizes any of the following attorneys and agents: Mark A. Haynes, Ernest J. Beffel, Jr., Warren S. Wolfeld, James F. Hann, Kenta Suzue, Ryan Davis and Yiding Wu to (a) insert the date of execution of the oath or declaration of inventorship, and (b) insert the application number and filing date of this application when known.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee as of the date written below.


HUAL-YU CHENG 鄭懷瑜

Date: 2012/4/6