

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3323260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOLLOWAY H. FROST	08/13/2012
CHARLES J. CAMP	08/13/2012
KENNETH SCIANNA	08/13/2012
LANCE W. SHELTON	08/13/2012
RECEIVING PARTY DATA	
Name:	TEXAS MEMORY SYSTEMS, INC.
Street Address:	10777 WESTHEIMER RD.
Internal Address:	SUITE 600
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77042
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14586948
CORRESPONDENCE DATA	
Fax Number:	(713)223-3717
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	713-226-1200
Email:	hoip@lockelord.com
Correspondent Name:	LOCKE LORD LLP
Address Line 1:	600 TRAVIS ST.
Address Line 2:	SUITE 2800
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	AUS920125118US3 (075US)
NAME OF SUBMITTER:	/DANIEL G. NGUYEN/
SIGNATURE:	/Daniel G. Nguyen/
DATE SIGNED:	04/23/2015
Total Attachments: 7	

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**ASSIGNMENT OR RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, the undersigned, hereafter individually/collectively "**Assignor**," has invented certain new and useful methods, devices, and/or systems that are disclosed and/or claimed in United States Provisional Application No. 61/567,574, filed December 6, 2011, entitled "MULTI-LEVEL DATA PROTECTION FOR FLASH MEMORY SYSTEM," a true and accurate copy of which is provided herewith, hereafter "**Application**;" and

WHEREAS **Texas Memory Systems, Inc.**, a Texas corporation having a place of business at **10777 Westheimer Road, Suite 600, Houston, TX 77042, United States of America**, hereafter "**Assignee**," is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Applications** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Applications**; and c) all tangible materials and intangible information concerning the **Applications** and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which I/We hereby acknowledged, **Assignor** and **Assignee** agree as follows.

1. **Ratification of Prior Assignment.** **Assignor** hereby ratifies and acknowledges his/her/their prior assignment to **Assignee** of the aforesaid **Intellectual Property**, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

2. **Present Assignment.** To the extent **Assignor** has not already assigned to **Assignee** all or any of the aforesaid **Intellectual Property**, **Assignor** does hereby assign, transfer and forever convey, to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without

limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment had not been made.

3. **Issuance to Assignee.** **Assignor** hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** **Assignor** hereby represents, warrants and covenants that **Assignor** had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. **Further Actions.** **Assignor** hereby covenants and agrees that **Assignor** will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of **Assignee**, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in **Assignee**, its successors and assigns, the property ratified or transferred herein; and that **Assignor** will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said **Intellectual Property** or any resulting patent or related property right. **Assignor** covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Applications** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Assignee as Attorney-in-fact.** To the extent **Assignor** is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, **Assignor** hereby appoints each officer of **Assignee** as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

7. **No Challenge.** **Assignor** hereby covenants and agrees that **Assignor** will never

challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.

8. **Choice of Law.** **Assignor** hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

9. **Severability.** **Assignor** and **Assignee** hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. **Assignor** and **Assignee** hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

10. **Legal Counsel** **Assignor** UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR **Assignee**, IF ANY, NOR OUTSIDE LEGAL COUNSEL REPRESENTING **Assignee** CONCERNING THIS AGREEMENT OR THE **Intellectual Property** REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF **Assignor**, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE **Intellectual Property** REFERENCED IN THIS AGREEMENT. **Assignor** FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT **Assignor** VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, **Assignor** and **Assignee** have hereunto set his/her/its hand and seal.

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

Holly Frost
Signature

STATE OF Texas §
COUNTY OF Ft. Bend §

Holloway H. FROST

BEFORE ME, the undersigned authority, on this day personally appeared Holloway H. FROST, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



11615 Versailles Lakes Lane
Houston, Texas 77082
USA

8-13-2012
Date of Execution

GIVEN UNDER MY HAND and seal of office this 13th day of August, 2012.

Tracey Ann Kramer
Notary Public

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

Charles J. Camp
Signature

STATE OF Texas §
COUNTY OF Ft Bend §

Charles J. CAMP

BEFORE ME, the undersigned authority, on this day personally appeared Charles J. CAMP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



1735 Ravenel Lane
Sugar Land, Texas 77479
USA

AUG 13, 2012
Date of Execution

GIVEN UNDER MY HAND and seal of office this 13th day of August, 2012.

Tracey Ann Kramer
Notary Public

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

Keneth Scianna
Signature

STATE OF Texas §
COUNTY OF Ft. Bend §



Ken SCIANNA

BEFORE ME, the undersigned authority, on this day personally appeared Ken SCIANNA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

1126 Enclave Square East
Houston, TX 77077
USA

GIVEN UNDER MY HAND and seal of office this 13th day of August, 2012.

8-13-2012
Date of Execution

Tracey Ann Kramer
Notary Public

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

Signature

STATE OF _____ §
COUNTY OF _____ §

Lance W. SHELTON

BEFORE ME, the undersigned authority, on this day personally appeared Lance W. SHELTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

2990 Bissonnet Street, #9221
Houston, Texas 77005
USA

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2012.

Date of Execution

Notary Public

ASSIGNEE

***** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED *****

Signature

STATE OF _____ §

COUNTY OF _____ §

Name and Title

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Date of Execution

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2012.

Notary Public

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

.....
Signature

Ken SCIANNA

.....
.....
.....

.....
Date of Execution

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Ken SCIANNA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2012.

.....
Notary Public

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

Lance Shelton
.....
Signature

Lance W. SHELTON

2429 Locust St #407
Philadelphia, PA 19103
~~9901 Intercomet Street, #9221~~
~~Houston, Texas 77005~~
USA

August 13, 2012
.....
Date of Execution

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Lance W. SHELTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2012.

.....
Notary Public