

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TOSHIBA CORPORATION	09/12/2017
RECEIVING PARTY DATA		
Name:	TOSHIBA MEMORY CORPORATION	
Street Address:	1-1, SHIBAURA 1-CHOME	
City:	MINATO-KU, TOKYO	
State/Country:	JAPAN	
Postal Code:	106-8001	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6374389
CORRESPONDENCE DATA		
Fax Number:		
<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:	202-626-3600	
Email:	toshibapatents@whitecase.com	
Correspondent Name:	WHITE & CASE LLP	
Address Line 1:	701 13TH STREET NW	
Address Line 4:	WASHINGTON, UNITED STATES 20005	
ATTORNEY DOCKET NUMBER:	1283810-0132 US	
NAME OF SUBMITTER:	DAVID M. TENNANT	
SIGNATURE:	/David M. Tennant/	
DATE SIGNED:	09/25/2017	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement"), dated as of April 1, 2017 (the "Effective Date"), is made by Toshiba Corporation, a corporation duly organized and existing under the laws of Japan, with offices at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001 ("Assignor"), and Toshiba Memory Corporation, a corporation duly organized and existing under the laws of Japan, with offices at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001 ("Assignee").

WHEREAS, Assignor is the sole owner of the patents and patent applications listed in Exhibit A attached to this Agreement;

WHEREAS, Assignor has agreed to sell, assign, transfer, and convey to Assignee all right, title, and interest in and to the patents and patent applications listed in Exhibit A, including the related rights described below;

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the patents and patent applications listed in Exhibit A, including the related rights described below; and

WHEREAS, Assignor will therefore deliver this Agreement and any other intellectual property assignment agreements, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby does and agrees to (and to the extent applicable, confirms that it already has done the following) irrevocably sell, assign, transfer and convey to Assignee and its successors and assigns, all right, title and interest that may exist today and in the future in and to any and all:
 - (a) the patents and patent applications listed in Exhibit A attached to this Agreement;
 - (b) patents and patent applications to which any of the patents or patent applications listed in Exhibit A directly or indirectly claim, or forms the basis for, priority anywhere in the world, including the right of priority;
 - (c) reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications and divisions of any of the items under (a) or (b) of Section 1 of this Agreement;
 - (d) foreign counterparts to any of the items under (a), (b) or (c) of Section 1 of this Agreement, including utility models, inventors' certificates, industrial design protection and any other form of governmental grants or issuances for the protection of inventions, designs or discoveries;

- (e) inventions, invention disclosures, designs and discoveries claimed in the items under (a) through (d) of Section 1 of this Agreement;
 - (f) patents that issue from any of the items under (a) through (e) of Section 1 of this Agreement (collectively the items listed in (a) through (f), the "**Patents**");
 - (g) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the items under (a) through (f) of Section 1 of this Agreement, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current, or future infringement of the Patents, and including rights afforded under 35 U.S.C. § 154(d);
 - (h) royalties, income and other payments due as of the Effective Date or thereafter under or arising from any of the items under (a) through (g) of Section 1 of this Agreement; and
 - (i) rights to apply for, file, register, maintain, extend and renew in any or all countries of the world patents, certificates of invention, utility models, industrial design protection, design patent protection and other governmental grants or issuances of any kind related to any of the items under (a) through (h) of Section 1 of this Agreement.
2. Further Actions. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Patents contemplated hereby to Assignee, or any assignee or successor.
 3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents in the United States Patent and Trademark Office and the officials in any of the corresponding patent offices in the applicable jurisdictions to issue any and all patents, utility models or other governmental grants or issuances pertaining to any of the items assigned hereunder in the name of Assignee.
 4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
 5. Governing Law. This Agreement will be deemed to be made and in all respects will be interpreted, construed and governed by and in accordance with the laws of Japan without regard to the conflicts of laws principles thereof.

6. Successors and Assigns. This Agreement will inure to the benefit of Assignee and its successors, assigns and other legal representatives and is binding upon Assignor and its successors, assigns, heirs and legal representatives.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the Effective Date.

DATE: Sep 12, , 2017

Toshiba Corporation

By: Ikuko SHIMOAWARA
Title: General Manager, Intellectual
Property Division


Signature

ACCEPTED:

DATE: Sept. 19 , 2017

Toshiba Memory Corporation

By: Michihito HATSUMI
Title: General Manager, Intellectual
Property Division



Signature

Exhibit A

U.S. Patent No. 6,374,389

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