

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4617439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
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KABUSHIKI KAISHA TOSHIBA	09/05/2017
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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Total Attachments: 3	
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ASSIGNMENT

WHEREAS, **SHIN-ETSU CHEMICAL CO., LTD., NIKON CORPORATION,** and **KABUSHIKI KAISHA TOSHIBA**, corporations organized and existing under and by virtue of the laws of Japan, having offices at 6-1 Otemahi 2-chome, Chiyoda-ku, Tokyo, Japan; 2-3, Marunouchi 3-chome, Chiyoda-ku, Tokyo, Japan 100-8331; and 1-1, Shibaura 1-chome, Minato-ku, Tokyo, Japan, are the owners of the entire right, title and interest in and to the following listed Letters Patent in the United States by previous assignment(s);

U.S. Patent No. 7,329,475, issued February 12, 2008

WHEREAS, **TOSHIBA MEMORY CORPORATION** (hereinafter Assignee), a corporation organized and existing under and by virtue of the laws of Japan, having and office at 1-1, Shibaura 1-chome, Minato-ku, Tokyo, Japan is desirous of acquiring the entire partial right, title and interest in and to the invention(s) currently owned by **KABUSHIKI KAISHA TOSHIBA** (hereinafter Assignor) described and claimed in said Letters Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, said Assignor has sold, assigned and transferred and does hereby sell, assign and transfer unto said Assignee, its successors and assigns, its entire right, title and interest in and to the said Letters Patent and the invention(s) therein contained, including the right to sue for past infringement, and including the right to apply for any Letters Patent in the United States of America and in all foreign countries on said invention and including the right to claim the priority of the date of filing in the United States and any Letters Patent that may issue thereon, or therefor, in the United States and foreign countries and any further applications, including but not limited to continuations, divisionals, reissues and reexaminations, to be held and enjoyed by said Assignee, its successors and assigns, the same as they would have been held and enjoyed by said Assignor if this assignment and sale had not been made.

Said Assignor hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interest granted herein and that said Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and said Assignor binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to said Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by said Assignee, its successors and assigns, to file applications for improvements and inventions in any country where it may elect to file such applications, and that may be necessary to vest in said Assignee, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, said Assignor further covenants and agrees, in consideration of the premises, that it, its executors and administrators, will, at any time upon request, communicate to said Assignee, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by said Assignee, its successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, said Assignor has hereunto set its seal this 5 day
of September, 2017.

KABUSHIKI KAISHA TOSHIBA,

By: 
Ikuko Shimogawara

Title: General Manager, Intellectual Property Division