

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TONY M. BREWER	08/05/2008
J. MICHAEL ANDREWARTHA	08/05/2008
WILLIAM D. O'LEARY	08/05/2008
MICHAEL K. DUGAN	08/05/2008
RECEIVING PARTY DATA	
Name:	MICRON TECHNOLOGY, INC.
Street Address:	8000 SOUTH FEDERAL WAY
City:	BOISE
State/Country:	IDAHO
Postal Code:	83716-9632
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16038571
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	P253252.US.05
NAME OF SUBMITTER:	JAMES DANIELSON
SIGNATURE:	/James Danielson/
DATE SIGNED:	10/19/2020
Total Attachments: 11	
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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Tony M. Brewer; J. Michael Andrewartha; William D. O'Leary; and Michael K. Dugan (hereinafter referred to as Assignors), residing at 5225 Mariners Drive, Plano, Texas 75093; 7516 Zurich Dr., Plano, Texas 75025; 7421 Malden Court, Plano, Texas 75025; and 6 Creekwood Circle, Richardson, Texas 75080, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in MULTIPLE DATA CHANNEL MEMORY MODULE ARCHITECTURE, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Convey Computer, a Corporation organized under and pursuant to the laws of Texas having its principal place of business at 1302 E. Collins Boulevard, Richardson, Texas 75081 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: Aug 5, 2008

Tony Brewer
Tony M. Brewer

United States of America)
State of TEXAS) ss.:
County of Dallas)

On this 5 day of AUGUST, 2008, before me personally came Tony M. Brewer, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Kerrie Kelley
Notary Public



Date: Aug 5, 2008

J. Michael Andrewartha
J. Michael Andrewartha

United States of America)
State of TEXAS) ss.:
County of DALLAS)

On this 5 day of AUGUST, 2008, before me personally came J. Michael Andrewartha, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Kerrie Kelley
Notary Public



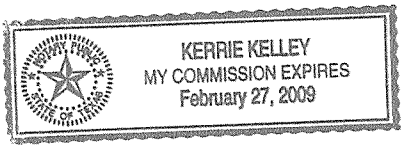
Date: Aug 5th, 2008

William D. O'Leary
William D. O'Leary

United States of America)
State of Texas) ss.:
County of Dallas)

On this 5 day of AUGUST, 2008, before me personally came William D. O'Leary, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Kerrie Kelley
Notary Public



Date: Aug 5 2008

Michael K. Dugan
Michael K. Dugan

United States of America)
State of TEXAS) ss.:
County of DALLAS)

On this 5 day of AUGUST, 2008, before me personally came Michael K. Dugan, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Kerrie Kelley
Notary Public



PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “Assignment”) is made effective as of March 30, 2015 (the “Effective Date”) between CONVEY COMPUTER CORPORATION (“Assignor”), and MICRON TECHNOLOGY, INC. (“Assignee”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all right (including license), title, and interest in and to any and all inventions and proprietary subject matter, and United States and foreign patents and utility models and applications therefore (including provisional applications) and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations in part thereof (all of the foregoing, collectively, “Patent Rights”) existing as of the Closing to the extent Assignor has any right (including license), title or interest that is assignable or otherwise transferable to Assignee, as well as all such rights, titles and interests themselves, and expressly including without limitation all Patent Rights listed or described in Schedule 1 hereto, Schedule 1.1(ccc) to the APA (as defined below) and Section 5.12(a) of the Disclosure Schedule to the APA, and all rights to assert and otherwise enforce in any manner such Patent Rights including to recover past, present and future damages for infringement or misappropriation of such Patent Rights.

2. For the avoidance of doubt, the foregoing assignment in Section 1 shall expressly include without limitation:

(a) the patents and patent applications identified in the attached Schedule 1 hereto, together with any patent issuing on any such patent application, including any rights of priority in or to any of the foregoing patents or patent applications;

(b) each patent and patent application that derives priority from any of the patents or patent applications described in Section 1 above, including all extensions, renewals, reissues, reexaminations, divisionals, substitutions, provisionals, continuations, continuations-in-part, conversions, prolongations, continued examinations, continued prosecution applications, and domestic and foreign counterparts that derive priority from any of the patents or patent applications described in Section 1 above, and each patent issuing on any of the foregoing;

(c) each patent or patent application that is referenced by a terminal disclaimer filed in connection with any of the patents or patent applications identified in Section 1 or any of the foregoing paragraphs of this Section 2 (collectively, the “Assigned Patents”);

(d) all subject matter, and each invention, claimed or disclosed in each of the Patent Rights described in Section 1, the Assigned Patents and/or all embodiments of such subject matter and inventions (collectively, the “Inventions”);

(e) all rights to apply in any and all jurisdictions anywhere in the world for patents, certificates of inventions, utility models, or other governmental grants with respect to

each of the Patent Rights described in Section 1, Assigned Patents and Inventions, including the right to apply for patents pursuant to any convention, treaty, agreement or understanding;

(f) any and all causes of action (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patent Rights described in Section 1, the Assigned Patents, the Inventions, and items in any of the foregoing clauses of this Section 2, including all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, (iii) any other remedies of any kind (in each of the cases in clauses “(i)”, “(ii)”, and “(iii)” of this clause “(f)” for past, current, and future infringement), and (iv) all rights to collect royalties and other payments under or on account of each of the Patent Rights described in Section 1, the Assigned Patents, the Inventions, and items in any of the foregoing clauses of this Section 2.

3. Assignor represents, warrants and covenants that Assignor has the full power and authority to make the assignments to the Assignee of the Patent Rights, the Assigned Patents, and the Inventions as set forth in this Assignment.

4. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights, Assigned Patents and Inventions in the name of Assignee, as the assignee to the entire interest therein.

5. Assignor hereby authorizes and requests the attorney or agent of record to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

6. From and after the Effective Date, at the cost and expense of Assignee, Assignor shall cooperate with Assignee and Assignee’s representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) necessary to cause the conveyance to Assignee and its successors or assigns all of the rights, titles, and interests intended to be conveyed to Assignee under this Assignment, including all such rights necessary for Assignee to enforce or perfect any claim, right, or interest of any kind that is assigned hereunder. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive any dissolution or insolvency of Assignor.

7. The terms and conditions of this Assignment will inure to the benefit of Assignee and Assignee’s successors and assigns of the Patent Rights, Assigned Patents, Inventions and other rights set forth above.

8. Capitalized terms used but not defined in this Assignment shall have the meanings as may be given to them in that certain Asset Purchase Agreement by and between Assignor and

Assignee dated on or about the Effective Date (the “**APA**”). In the event of a conflict between the terms of this Assignment and the terms of the APA, the terms of the APA will prevail.

9. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words “include”, “including” and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

CONVEY COMPUTER CORPORATION

MICRON TECHNOLOGY, INC.

By: _____

By: MTI

REVIEWED
MTI Legal

Name: _____

Name: Tam Eby

MTI

Title: _____

Title: VP, Computer & Networking

Date: _____

Date: _____

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

CONVEY COMPUTER CORPORATION

MICRON TECHNOLOGY, INC.

By: Bruce C. Toal

By: _____

Name: Bruce C. Toal

Name: _____

Title: CEO

Title: _____

Date: 3-30-2015

Date: _____

SIGNATURE PAGE TO PATENT ASSIGNMENT