

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NAOKI KIMURA	08/02/2021
	JUNYA KISHIKAWA	08/12/2021
RECEIVING PARTY DATA		
Name:	KIOXIA CORPORATION	
Street Address:	1-21 SHIBAURA 3-CHOME	
City:	MINATO-KU, TOKYO	
State/Country:	JAPAN	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17469486
CORRESPONDENCE DATA		
Fax Number:	(202)672-5399	
<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>		
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ATTORNEY DOCKET NUMBER:	126855-0110	
NAME OF SUBMITTER:	NAOMI GREEN	
SIGNATURE:	/Naomi Green/	
DATE SIGNED:	09/08/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6		
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**DECLARATION (37 CFR 1.63) AND ASSIGNMENT FOR UTILITY OR DESIGN
APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)**

INVENTOR DECLARATION FOR U.S. PATENT APPLICATION

As a below named inventor, I HEREBY DECLARE:

THAT this declaration is directed to:

check ☒ the attached application
one ☐ U.S. application or PCT international application number
filed

Entitled: MEMORY SYSTEM AND METHOD OF CONTROLLING THEREOF

THAT the above-identified application was made or authorized to be made by me.

THAT I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Kioxia Corporation
1-21 Shibaura 3-chome
Minato-ku, Tokyo Japan

(hereinafter referred to as "ASSIGNEE") its successors and assigns, his or her full and exclusive right, title and interest for the United States, its territories and possessions, and for all other countries and jurisdictions throughout the world, in and to the invention relating to said application as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application(s), all applications claiming priority to the above-identified application(s), and all applications to which the above-identified application(s) claim priority, and all other applications for Letters Patent of the United States and of all other countries and jurisdictions throughout the world for the above-identified invention or

inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and other countries and jurisdictions throughout the world (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention for the Protection of Industrial Property and any other international agreement associated with said applications, all applications claiming priority to said application(s), and all applications to which said application(s) claim priority; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY further sells and assigns to ASSIGNEE any and all claims for damages by way of past, present and future infringement of any of the rights stemming from the aforementioned patent application(s) and patent(s), as well as but not limited to the right to collect damages and royalties for infringement occurring from the date of publication of any said application(s), with the right, but not the obligation, to sue for and collect such damages for said infringement

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries and other jurisdictions throughout the world on the above-identified invention in the name of the ASSIGNOR or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks for the United States to issue each said U.S. Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, review, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States and all other countries and jurisdictions throughout the world; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, and depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and all other countries and jurisdictions throughout the world.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred

Atty. Dkt. No. _____

herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment, or to comply with any other governing rule, regulation or law of any other country or jurisdiction throughout the world for recordation and legal effect of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 2nd day of August, 2021.

Naoki Kimura
Naoki KIMURA

Executed this _____ day of _____, 20____.

Junya KISHIKAWA

INVENTOR DECLARATION FOR U.S. PATENT APPLICATION

THAT this declaration is directed to:

Entitled: MEMORY SYSTEM AND METHOD OF CONTROLLING THEREOF

THAT I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

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inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and other countries and jurisdictions throughout the world (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention for the Protection of Industrial Property and any other international agreement associated with said applications, all applications claiming priority to said application(s), and all applications to which said application(s) claim priority; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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Executed this _____ day of _____, 20____.

Naoki KIMURA

Executed this 12th day of August, 2021.

Junya Kishikawa
Junya KISHIKAWA