

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7390179

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SAMSUNG ELECTRONICS CO., LTD.		02/01/2013
RECEIVING PARTY DATA		
Name:	TOSHIBA SAMSUNG STORAGE TECHNOLOGY KOREA CORPORATION	
Street Address:	STREET ADDRESS NOT LISTED	
City:	CITY NOT LISTED	
State/Country:	KOREA, REPUBLIC OF	
PROPERTY NUMBERS Total: 142		
Property Type	Number	
Patent Number:	8295148	
Patent Number:	8018800	
Patent Number:	7464389	
Patent Number:	7441256	
Patent Number:	7440373	
Patent Number:	7440367	
Patent Number:	7430750	
Patent Number:	7420906	
Patent Number:	7420895	
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Patent Number:	7417934	
Patent Number:	7411886	
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Patent Number:	7411871	
Patent Number:	7406010	
Patent Number:	7404197	
Patent Number:	7403458	
Patent Number:	7403349	
Patent Number:	7398536	
Patent Number:	7397745	

Property Type	Number
Patent Number:	7391683
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Patent Number:	7385898
Patent Number:	7380252
Patent Number:	7380160
Patent Number:	7372796
Patent Number:	7369625
Patent Number:	7369335
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Patent Number:	7334053
Patent Number:	7317669
Patent Number:	7316023
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Patent Number:	7313076
Patent Number:	7307939
Patent Number:	7305688
Patent Number:	7304936
Patent Number:	7298766
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Patent Number:	7289412
Patent Number:	7286452
Patent Number:	7284253
Patent Number:	7283440
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Patent Number:	7272103
Patent Number:	7269115
Patent Number:	7269114

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Patent Number:	6859933
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Patent Number:	6791923
Patent Number:	6785211
Patent Number:	6782543
Patent Number:	6731586
Patent Number:	6728177
Patent Number:	6721110
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Patent Number:	6661759
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Patent Number:	6654326
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Patent Number:	5726958
Patent Number:	5717666
Patent Number:	5691971
Patent Number:	5644561
Patent Number:	RE43106
Patent Number:	RE41687
Patent Number:	RE38886

CORRESPONDENCE DATA

Fax Number: (202)315-3758

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.

Phone: 202-429-0020

Email: pto@nsiplaw.com

Correspondent Name: NSIP LAW

Address Line 1: P.O. BOX 65745

Address Line 4: WASHINGTON, D.C. 20035

ATTORNEY DOCKET NUMBER:	M00055.0012
NAME OF SUBMITTER:	RANDALL S. SVIHLA
SIGNATURE:	/Randall S. Svihla/
DATE SIGNED:	06/17/2022

Total Attachments: 20

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment"), effective as of October 1, 2012 ("Effective Date"), is entered into by and between Samsung Electronics Co., Ltd. ("Assignor"), a company organized under the laws of the Republic of Korea, and Toshiba Samsung Storage Technology Korea Corporation ("Assignee"), a company organized under the laws of the Republic of Korea.

WHEREAS Assignor is the assignee of Letters Patents of the United States of America as set forth below ("Assigned Patents"):

- A. U.S. Patent 6,721,110;
- B. U.S. Patent 6,785,065;
- C. U.S. Patent 7,367,037;
- D. U.S. Patent RE43,106; and
- E. Any other U.S. patent or pending U.S. patent application subject to a terminal disclaimer requiring common ownership with any of the four above listed patents.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. For payment of the consideration specified in Section 3 below and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers, sells and delivers to Assignee all of its right, title and interest throughout the world in and to the Assigned Patents, as well as any reexaminations, extensions, substitutions and reissues of any of the Assigned Patents, and all rights, claims and privileges pertaining to any of the Assigned Patents, including, without limitation, the right to claim priority from the aforementioned patents and pending applications, the right to prosecute and maintain any of the Assigned Patents and the right to sue and recover damages and obtain injunctive and other relief for past, present and future infringement or other violation or impairment of any of the Assigned Patents.

2. Further Assurances. Assignor shall use commercially reasonable efforts to perform all reasonable acts, at the reasonable request and expense of Assignee, that are necessary, proper or advisable under applicable law or otherwise to permit and assist Assignee in evidencing, perfecting, obtaining and maintaining any rights Assignee has in and to any Assigned Patent. Such actions shall include, without limitation, providing Assignee with pertinent documents and information necessary for Assignee or any of its affiliates, designees or agents to prosecute or maintain any registration or application for any Assigned Patent, or pursue or defend any administrative, court or other legal proceeding involving any Assigned Patent. THE ASSIGNED PATENTS ARE PROVIDED AS-IS AND WITHOUT ANY WARRANTY OF ANY TYPE OR KIND, AND ASSIGNOR DISCLAIMS AND EXCLUDES ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED

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TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ASSIGNOR EXPRESSLY MAKES NO WARRANTY WITH RESPECT TO THE VALIDITY, ENFORCEABILITY OR SCOPE OF ANY OF THE ASSIGNED PATENTS.

3. Consideration. In consideration of the transfer and assignment herein on the Effective Date, Assignee shall pay to Assignor by the end of January 31, 2013 the sum of one hundred thousand U.S. dollars (\$100,000) by wire transfer, to the account specified by Assignor. Further, Assignee shall pay to Assignor fifty percent (50%) the net proceeds that it obtains after the Effective Date with respect to, in connection with or in relation to any of Assigned Patents, whether through licensing, sale or enforcement of the Assigned Patents. Any such payment from the Assignee's net proceeds shall not be greater than one million U.S. dollars (\$1,000,000). Assignee shall make each such payment within thirty (30) days of the receipt of the proceeds. Assignee shall keep true and correct books and records with respect to such net proceeds, and Assignor may audit Assignee's books and records upon reasonable notice but not more than once per annum.

4. Successors and Assigns. This Patent Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective permitted successors and assigns.

5. Severability. Whenever possible, each provision or portion of any provision of this Patent Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Patent Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Patent Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

6. Governing Law. The laws of the Republic of Korea govern all matters that arise out of this Patent Assignment, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

7. Confidentiality. The terms and conditions of this Patent Assignment are confidential and may not be disclosed except: (1) as both Assignor and Assignee consent in writing; (2) as required by law; and (3) as necessary in an action to enforce this Patent Assignment.

8. Entire Agreement. This Patent Assignment constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings and representations with respect to such subject matter. This Patent Assignment may not be modified or amended, except in writing.

9. Future Sale or Transfer. If Assignee decides to transfer, sell or abandon any of the Assigned Patents, Assignee shall first notify Assignor in writing of its intentions to do so, and Assignor shall have the right to acquire, by assignment and at no charge, the Assigned Patents

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upon written notice to Assignee, at which point the parties shall execute a patent assignment in the form provided by Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their respective officers thereunto duly authorized.

Agreed on Behalf of Assignor,

Samsung Electronics, Co., Ltd.

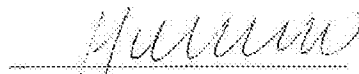


Name: Jay Shim

Title: Senior Vice President

Agreed on Behalf of Assignee,

Toshiba Samsung Storage Technology
Korea Corporation



Name: Dahm Huh

Title: Vice President/CFO

AMENDMENT TO THE PATENT ASSIGNMENT

THIS AMENDMENT TO THE PATENT ASSIGNMENT effective as of October 1, 2012 (this "Amendment") is by and between Samsung Electronics Co., Ltd. of Korea and Toshiba Samsung Storage Technology Korea Corporation of Korea.

NOW, Assignor and Assignee agree as follows:

1. The first Whereas Clause of the Patent Assignment entered into by and between Assignor and Assignee effective as of October 1, 2012 shall be replaced with the following in its entirety:

"WHEREAS, Assignor is the assignee of the patents as set forth below ("Assigned Patents"):

- A. U.S. Patent Numbers 6721110, 6785065, 7367037 and RE43106;
- B. Chinese patent numbers ZL02106752.X, ZL02106751.1, ZL01132949.1, ZL01132950.5, ZL01132951.3, ZL01132952.1, ZL01132954.8, ZL01132955.6, ZL01132956.4, ZL01132957.2, ZL01132958.0, ZL02144392.0;
- C. Korean patent number 10-0421042;
- D. European patent number 1271493;
- E. Japanese patent number 4198132;
- F. Taiwanese patent number 584845; and
- G. All other U.S. patent or pending U.S. patent application subject to a terminal disclaimer requiring common ownership with any of the four U.S. patents listed in Section A herein."

2. All capitalized terms herein except as modified herein take identical meaning as in the Patent Assignment.

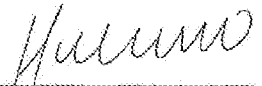
3. Other than as expressly modified herein, all other terms of the Patent Assignment remain effective and in full force.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to be executed by their respective officers thereunto duly authorized.

Agreed on Behalf of Assignor,
Samsung Electronics, Co., Ltd.

Agreed on Behalf of Assignee,
Toshiba Samsung Storage Technology
Korea Corporation


Name: Jay Shim
Title: Senior Vice President


Name: Dahm Huh
Title: Vice President/CFO

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SECOND AMENDMENT TO THE PATENT ASSIGNMENT

THIS SECOND AMENDMENT ("Second Amendment") to the PATENT ASSIGNMENT of October 1, 2012 ("Assignment") as amended by AMENDMENT TO THE PATENT ASSIGNMENT on the same date ("First Amendment") shall enter into on February 1, 2013 by and between Samsung Electronics Co., Ltd. ("Assignor"), a company organized under the laws of the Republic of Korea, and Toshiba Samsung Storage Technology Korea Corporation ("Assignee"), a company organized under the laws of the Republic of Korea.

WHEREAS Assignor and Assignee are parties to the Assignment as amended by the First Amendment, the parties further agree as follows:

1. Assignor shall attach Exhibit A and Exhibit B herewith and the following shall replace first Whereas clause in the Assignment in its entirety:

"WHEREAS Assignor is the assignee of Letters Patents of the United States of America as set forth in Exhibit A and Exhibit B ("Assigned Patents")."

2. The following shall replace Section 3 of the Assignment in its entirety:

"3. Consideration. In consideration of the transfer and assignment of the patents in Exhibit A, Assignee shall pay to Assignor by January 31, 2013 a total sum of one hundred thousand U.S. dollars (\$100,000), by a wire transfer, to the account specified by Assignor. In consideration of the transfer and assignment of the patents in Exhibit B, Assignee shall pay to Assignor by March 1, 2014 a total sum of five hundred eighty eight million two hundred twenty thousand Korean won (588,220,000 won), by a wire transfer, to the account specified by Assignor."

3. The following shall be added as new Section 10:

"10. Grant Back and Covenant. Assignee shall grant Assignor a non-exclusive, non-transferable, irrevocable, royalty-free, fully paid-up, perpetual, worldwide license under the Assigned Patents for their lives to make, have-made, use, sell, import, and otherwise dispose of Assignor's products. Assignee shall further covenant not to assert the Assigned Patents against any Assignor's future licensee, those entities it owns or controls by a majority voting share, and customers or users of the Protected Products ("Protected Parties") with respect to such Protected Parties' optical disc products, such as, without limitation, optical disc drives and optical disc players ("Protected Products") provided that and so long as such Protected Parties do not assert their patents of any kind whatsoever against Assignee."

4. All capitalized terms in this Second Amendment shall take the meaning set forth in the Assignment and/or the First Amendment unless otherwise modified herein.

5. Nothing in this Second Amendment shall be construed to modify the Assignment or the First Amendment in any way unless as specifically and expressly modified herein, and, all other terms of the Assignment and the First Amendment shall remain full force and effect.

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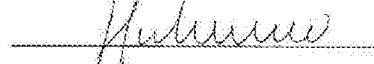
IN WITNESS WHEREOF, Assignor and Assignee have caused this Second Amendment to be executed by their respective officers thereunto duly authorized.

Samsung Electronics, Co., Ltd.



Jay Shim, SVP of IP

Toshiba Samsung Storage Technology
Korea Corporation



Dahm Huh, VP & CFO

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Exhibit A

Country of Issuance (or Prosecution)	Patent No. (or Application No.)
the United States	US6721110
the United States	US6785065
the United States	US7367037
the United States	RE43106
China	ZL02106752.X
China	ZL02106751.1
China	ZL01132949.1
China	ZL01132950.5
China	ZL01132951.3
China	ZL01132952.1
China	ZL01132954.8
China	ZL01132955.6
China	ZL01132956.4
China	ZL01132957.2
China	ZL01132958.0
China	ZL02144392.0
the Republic of Korea	10-0421042
European Union	1271493
Japan	4198132
Taiwan	584845

All other U.S. patent or pending U.S. patent application subject to a terminal disclaimer requiring common ownership with any of the four U.S. patents listed in Exhibit A herein.

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Exhibit B

Country of Issuance (or Prosecution)	Patent No. (or Application No.)		
China	ZL98124094.1	Germany	0689185
Japan	3199692	the European Union	0689185
the Republic of Korea	P0248233	France	0689185
the United States	US6341117	the Republic of Korea	P0138334
Germany	4300561	Netherlands	0689185
the United Kingdom	2268862	the United States	US5635657
China	ZL93108468.7	the United States	US5654944
the United States	US5479389	the Republic of Korea	P0138316
the United States	US5995466	the United States	US5566787
Japan	2731710	the Republic of Korea	P0144939
the United States	US5515356	the United States	US5724471
the Republic of Korea	P0151239	the Republic of Korea	P0147628
the Republic of Korea	P0112341	the United States	US5691971
the United States	US5703453	the United States	US5828647
China	ZL95107045.2	the United States	US5745447
China	ZL200310118313.9	China	ZL96109418.4
Japan	3217238	the United States	US5745452
the United States	US5617385	China	ZL96113089.X
the United States	US5528567	the United States	US5828418
China	ZL95115313.7	the United States	US5828645
the Republic of Korea	P0141191	the United States	US5764616
China	ZL95107007.X	Japan	3789172
the United States	US5734636	the United States	US5867470
China	ZL95106696.X	the United States	US5768247
China	ZL95105387.6	Japan	3789175
the United States	US5672838	the United States	US5715229
the Republic of Korea	P0120605	Japan	3797713
China	ZL95121564.7	the United States	US5870358
the Republic of Korea	P0135359	the Republic of Korea	P0144874
the United States	US5784344	the Republic of Korea	P0213084
China	ZL95106635.8	China	ZL97126405.8
Japan	3235706	the United States	US6154430
the United States	US5570340	the United States	US6084840
China	ZL95106672.2	China	ZL98105344.0
the United States	US5616878	the United States	US5978342
China	ZL95107396.6	China	ZL98109304.3
		Japan	2916471
		Malaysia	MY-123919-A

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the United States	US6295266	the United States	US5903540
Malaysia	MY-128951-A	the Republic of Korea	P0265125
Taiwan	127361	Japan	3619673
Japan	3021442	the United States	US6154428
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