# CH \$65,00

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Displaytech, Inc.		05/13/2009	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Micron Technology, Inc.
Street Address:	8000 S. Federal Way
City:	Boise
State/Country:	IDAHO
Postal Code:	83716
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2337454	DISPLAYTECH
Registration Number:	2444452	

#### **CORRESPONDENCE DATA**

Fax Number: (832)446-2443

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 832-446-2400

Email: WCTrademark@counselip.com

Correspondent Name: John C. Cain

Address Line 1: Wong Cabello Lutsch Rutherford & Bruccul

Address Line 2: 20333 Tomball Parkway, 6th Floor

Address Line 4: Houston, TEXAS 77070

ATTORNEY DOCKET NUMBER:	102-0371US 0372US
NAME OF SUBMITTER:	Kathleen E. Clavenna
Signature:	/Kay Clavenna/
	TRADEMARK

TRADEMARK REEL: 004098 FRAME: 0460

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Date:	11/18/2009
Total Attachments: 11	
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#### ASSIGNMENT OF SELLER INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Seller Intellectual Property Agreement (this "Assignment") is entered into as of May \_\_\_, 2009, by and among Micron Technology, Inc., a Delaware corporation ("Buyer"), and Displaytech, Inc., a Delaware corporation ("Seller").

#### **AGREEMENT**

- 1. <u>Assignment of Intellectual Property</u>. Seller does hereby sell, assign, transfer, convey and deliver to Buyer all of the right, title, and interest of the Seller in and to all of the patents (the "Patents") and trademarks (the "Trademarks") set forth in <u>Exhibit A</u> (collectively, the "Assigned IP"). The foregoing includes the assignment, transfer and conveyance of all causes of actions, claims, and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Assigned IP, and all rights corresponding thereto throughout the world.
- 2. <u>Issuance and Recordation Authorization</u>. Seller hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any other official of the United States or any other jurisdiction or registrar to issue the Patents and Trademarks to Buyer and to record assignment of the Patents and Trademarks to Buyer.
- 3. <u>Perfection and Recordation</u>. Buyer shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned IP in the various jurisdictions and shall be responsible for all expenses, including recordation expenses, associated therewith.
- 4. <u>Conflicts</u>. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either Buyer or the Seller set forth in that certain Asset Purchase Agreement among the parties hereto and William C. Glynn, dated as of May \_\_\_\_\_, 2009 (the "Purchase Agreement"). This Assignment is subject to and controlled by the terms of the Purchase Agreement.
- 5. <u>Entire Agreement</u>. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.
- 6. <u>Binding Assignment</u>. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.
- 7. <u>Governing Law</u>. This Assignment, and all claims or actions that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of

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this Assignment, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to principles governing conflicts of laws.

- 8. <u>Severability</u>. In the event that any provision of this Assignment or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Assignment with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.
- 9. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.
- 10. <u>Interpretation</u>. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment. Unless otherwise defined herein, capitalized terms in this Assignment shall have the same meaning as in the Purchase Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

MICRON TECHNOLOGY, INC.	
By: D. Mark Durcan Title: President and Chief Operating Officer	REVIEWED MTI Legal
The Trestaent and Chief Operating Officer	SRD
DISPLAYTECH, INC.	
By:	
Name:	
Title:	

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

MICK	ON TECHNOLOGY, INC.
Ву:	
Name:	
Title:	
DISPL	AYTECH, INC.
Ву:	Millo
Name:	Richard D. Barton
Title	President and Chief Evecutive Officer

STATE OF Colors	do )	
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COUNTY OF BOWL	dev )	

I, a notary public, in and for the county and state aforesaid, do hereby certify that Richard D. Barton personally known to me to be the President and Chief Executive Officer of Displaytech, Inc., a Delaware corporation appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13 day of May, 2009.

Notary Public

My Commission Expire March 18, 2011

My commission expires on:

### **EXHIBIT A**

# **ASSIGNED IP**

# Patents

REGISTERED PATENT	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
LIQUID CRYSTAL SPATIAL LIGHT MODULATOR INCLUDING AN INTERNAL VOLTAGE BOOSTER	United States	3/19/1996	5,500,748
LIQUID CRYSTAL SPATIAL LIGHT MODULATOR INCLUDING AN INTERNAL VOLTAGE BOOSTER	United States	6/4/1996	5,523,864
ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	5/5/1998	5,748,164
ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	5/27/2003	6,570,550
ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	1/30/2007	7,170,483
ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR WITH HYBRID WRITING SCHEME	United States	5/26/1998	5,757,348
ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR WITH HYBRID WRITING SCHEME	United States	11/13/2001	6,317,112
OPTICS ARRANGEMENTS INCLUDING LIGHT SOURCE ARRANGEMENTS FOR AN ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	9/15/1998	5,808,800
OPTICS ARRANGEMENTS INCLUDING LIGHT SOURCE ARRANGEMENTS FOR AN ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	3/14/2000	6,038,005
OPTICS ARRANGEMENTS INCLUDING LIGHT SOURCE ARRANGEMENTS FOR AN ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	2/27/2001	6,195,136

REGISTERED PATENT	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
OPTICS ARRANGEMENTS INCLUDING LIGHT SOURCE ARRANGEMENTS FOR AN ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	3/19/2002	6,359,723
OPTICS ARRANGEMENTS INCLUDING LIGHT SOURCE ARRANGEMENTS FOR AN ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	3/14/2006	7,012,730
MINIATURE IMAGE GENERATOR INCLUDING OPTICS ARRANGEMENT	United States	1/21/1997	5,596,451
LIQUID CRYSTAL INTEGRATED CIRCUIT J) DISPLAY INCLUDING AN ARRANGEMENT FOR MAINTAINING THE LIQUID CRYSTAL AT A CONTROLLED TEMPERATURE	United States	12/2/1997	5,694,147
OPTICS ARRANGEMENT INCLUDING A COMPENSATOR CELL AND STATIC WAVE PLATE FOR USE IN A CONTINUOUSLY VIEWABLE, REFLECTION MODE, FERROELECTRIC LIQUID CRYSTAL SPATIAL LIGHT MODULATING SYSTEM	United States	1/18/2000	6,016,173
OPTICS ARRANGEMENT INCLUDING A COMPENSATOR CELL AND STATIC WAVE PLATE FOR USE IN A CONTINUOUSLY VIEWABLE, REFLECTION MODE, FERROELECTRIC LIQUID CRYSTAL SPATIAL LIGHT MODULATING SYSTEM	United States	6/13/2000	6,075,577
OPTICS ARRANGEMENT INCLUDING A COMPENSATOR CELL AND STATIC WAVE PLATE FOR USE IN A CONTINUOUSLY VIEWABLE, REFLECTION MODE, FERROELECTRIC LIQUID CRYSTAL SPATIAL LIGHT MODULATING SYSTEM	United States	10/30/2001	6,310,664

REGISTERED PATENT	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
OPTICS ARRANGEMENT INCLUDING A COMPENSATOR CELL AND STATIC WAVE PLATE FOR USE IN A CONTINUOUSLY VIEWABLE, REFLECTION MODE, FERROELECTRIC LIQUID CRYSTAL SPATIAL LIGHT MODULATING SYSTEM	United States	7/30/2002	6,426,783
DISPLAY SYSTEM INCLUDING A POLARIZING BEAM SPLITTER	United States	5/4/1999	5,900976
BEAM SPLITTER ELEMENT INCLUDING A BEAM SPLITTING LAYER AND A POLARIZING LAYER FOR USE IN A LIGHT POLARIZING MODULATION DISPLAY SYSTEM	United States	2/15/2000	6,025,890
MINIATURE DISPLAY APPARATUS AND METHOD	United States	2/25/2003	6,525,709
CON DC-BALANCED AND NON- DC-BALANCED DRIVE SCHEME FOR LIQUID CRYSTAL DEVICE	United States	1/14/2003	6,507,330
CHEVRON-FREE FLC DEVICE	United States	5/27/2008	7,379,144
CON OPTICAL CORRELATOR HAVING MULTIPLE ACTIVE COMPONENTS FORMED ON A SINGLE INTEGRATED CIRCUIT	United States	4/9/2002	6,369.933
RGB ILLUMINATOR WITH CALIBRATION VIA SINGLE DETECTOR SERVO	United States	10/14/2003	6,633,301
MULTI-STATE LIGHT MODULATOR WITH NON-ZERO RESPONSE TIME AND LINEAR GRAY SCALE	United States	2/10/2004	6,690,499
FERROELECTRIC LIQUID CRYSTAL INFRARED CHOPPER (DIS-P026)	United States	6/17/2003	6,580,078
COLOR-BALANCED BRIGHTNESS ENHANCEMENT FOR DISPLAY SYSTEMS	United States	10/3/2006	7,116,378
INCREASING BRIGHTNESS IN FIELD-SEQUENTIAL COLOR DISPLAYS	United States	5/16/2006	7,046,221
DIFFRACTIVE LIGHT MODULATOR	United States	1/26/1993	5,182,665

REGISTERED PATENT	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
DIFFRACTIVE LIGHT MODULATOR	United States	9/3/1996	5,552,916
FAST SWITCHING COLOR FILTERS FOR FRAME- SEQUENTIAL VIDEO USING FERROELECTRIC LIQUID CRYSTAL COLOR-8ELECTIVE FILTERS	United States	9/13/1994	5,347,378
MICRODISPLAY AND INTERFACE ON SINGLE CHIP	United States	10/16/2007	7,283,105
COMPACT ELECTRONIC VIEWFINDER	United States	4/17/2007	7,206,134
"LC Composition Comprising an Organogermanium Compounds and Methods for Using the Same"	United States	09/16/2008	7,425,281
"Liquid crystal compounds having a silane tail with a perfluoroalkyl terminal portion"	United States	05/18/2004	6,737,124
"ALKYL SILANE LIQUID CRYSTAL COMPOUNDS"	United States	08/31/2004	6,783,812
"Liquid Crystalline Materials Containing Perfluoroalkyl and Alkenyl Tail Groups"	United States	07/06/2004	6,759,101
"High polarization dopants for ferroelectric liquid crystal compositions"	United States	01/04/2005	6,838,128
"Liquid crystal compounds containing chiral 2-halo-2-methyl ether and ester tails"	United States	12/17/1996	5,585,036

PATENT APPLICATION	JURISDICTION	APPLICATION DATE	APPLICATION NUMBER
"Mesogenic materials with anomalous birefringence dispersion and high second order susceptibility (X <sup>(2)</sup> )"	United States	04/03/2006	11/397,966
ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	European Patent Co	12/14/1995	05026381.3

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PATENT APPLICATION	JURISDICTION	APPLICATION DATE	APPLICATION NUMBER
ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	1/16/2007	11/623,665
OPTICS ARRANGEMENTS INCLUDING LIGHT SOURCE ARRANGEMENTS FOR AN ACTIVE MATRIX LIQUID CRYSTAL IMAGE GENERATOR	United States	10/31/2007	11/932,447
MINIATURE DISPLAY APPARATUS AND METHOD	United States	10/24/2005	11/257,190
COLOR-BALANCED BRIGHTNESS ENHANCEMENT FOR DISPLAY SYSTEMS	United States	10/2/2006	11/537,911
INCREASING BRIGHTNESS IN FIELD-SEQUENTIAL COLOR DISPLAYS	United States	5/16/2006	11/383,718
MICRODISPLAY AND INTERFACE ON SINGLE CHIP	European Patent Co	4/23/2004	04750574.8
MICRODISPLAY AND INTERFACE ON SINGLE CHIP	Japan	4/23/2004	2006-513274
MICRODISPLAY AND INTERFACE ON SINGLE CHIP	United States	10/16/2007	11/873,309
PHASE MASKS FOR USE IN HOLOGRAPHIC DATA STORAGE	European Patent Co	1/27/2005	05712209.5
PHASE MASKS FOR USE IN HOLOGRAPHIC DATA STORAGE	Japan	1/27/2005	2006-551491
PHASE MASKS FOR USE IN HOLOGRAPHIC DATA STORAGE	United States	1/27/2005	11/046,197
SPATIAL LIGHT MODULATORS WITH INTEGRATED PHASE MASKS THAT CAN BE CHANGED WITH TIME	United States	4/24/2007	11/739,642
DIGITAL DISPLAY	United States	1/4/2008	11/969,734
DIGITAL DISPLAY	WIPO	1/4/2008	PCT /US2008/050297
LAYER ALIGNMENT OF SMECTIC LIQUID CRYSTALS	United States	5/16/2008	12/122,452

PATENT APPLICATION	JURISDICTION	APPLICATION DATE	APPLICATION NUMBER
PRO POLARIZATION CONVERSION AND COLOR- COMBINATION TECHNIQUES FOR PICO PROJECTOR ILLUMINATORS	United States	11/2/2008	61/110,452
PRO FRONTLIGHTS FOR REFLECTIVE DISPLAYS	United States	11/30/2008	61/118,644
PRO REFLECTIVE LCOS DISPLAYS UTILIZING NOVEL POLARIZING BEAM SPLITTERS	United States	1/8/2009	61/143,409

## **Trademarks**

REGISTERED TRADEMARK	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
DISPLAYTECH	European Community	July 26, 2001	1,032,499
DISPLAYTECH	Japan	September 14, 2000	4,416,882
DISPLAYTECH	United States	April 4, 2000	2,337,454
DISPLAYTECH Logo	United States	April 17, 2001	2,444,452
LIGHTCASTER	Japan	August 25, 2000	4,412,349
LIGHTCASTER	Korea	December 29, 1999	462,068

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