

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qimonda AG		11/09/2010	COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	Micron Technology, Inc.		
Street Address:	8000 S. Federal Way		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83707		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76333462	RLDRAM	
CORRESPONDENCE DATA			
Fax Number:	8324462424		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	wcpatent@counselip.com		
Correspondent Name:	Wong Cabello		
Address Line 1:	20333 SH 249 Suite 600		
Address Line 4:	Houston, TEXAS 77070		
ATTORNEY DOCKET NUMBER:	102-0412US		
NAME OF SUBMITTER:	John C. Cain		
Signature:	/John C. Cain/		
Date:	05/23/2012		

CH \$40.00 76333462

Total Attachments: 4

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Exhibit B

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment Agreement") is entered into as of November 9, 2010 ("Effective Date"), by and among Dr. jur. Michael Jaffé acting in his capacity as the insolvency administrator over the assets of Qimonda AG ("Transferor") and Micron Technology, Inc., a company incorporated under the laws of the State of Delaware, having its principal place of business at 8000 S. Federal Way, Boise, ID 83707 USA ("Transferee"). The Transferor and the Transferee are sometimes referred to collectively herein as the "Parties" or individually as a "Party".

RECITALS

A. With resolution dated 1 April 2009 the local court of Munich - insolvency court - (file no. 1542 IN 209/09) ordered the commencement of insolvency proceedings over the assets of Qimonda AG and appointed Dr. jur. Michael Jaffé as insolvency administrator over the assets of Qimonda AG.

B. According to the Trademark Purchase Agreement dated November 9, 2010 between the Transferor and the Transferee (the "TPA") the Transferor has sold the Trademarks and Enforcement Rights (as defined below) to the Transferee.

C. In order to consummate the closing of the transactions contemplated under the TPA the Parties hereto enter into this Assignment Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto agree as follows:

1. Definitions

Terms defined in the singular shall have a comparable meaning when used in the plural and vice versa. In the event a specific term in this Assignment Agreement is followed by the German translation of the relevant term in brackets and italics, the German translation shall be decisive for the interpretation and construction throughout this Assignment Agreement.

(a) "Trademarks" shall mean those trademarks (and all rights therein) listed in Exhibit A to this Assignment Agreement, and any other identical trademark (and all rights therein) wherever and whether registered or unregistered, regardless of whether such registration or non-registration is known or disclosed to Micron as part of this Assignment Agreement, and all goodwill associated with all such trademarks, together with any corresponding logos, wherever such rights exist anywhere in the world.

(b) "Enforcement Rights" shall mean all causes of action and enforcement rights, whether currently pending or filed with respect to the Trademarks, including all rights to pursue damages, injunctive relief and other remedies for infringement of the Trademarks, excluding, however, any rights with respect to infringement of the Trademarks prior to the Effective Date.

2. Assignment.

(a) The Transferor hereby assigns and transfers to the Transferee any and all rights that QAG has in and to (i) the Trademarks and (ii) the Enforcement Rights.

(b) The Transferee hereby accepts such transfer and assignment of the rights of QAG in and to the Trademarks and the Enforcement Rights.

3. Legal Basis, No obligations.

(a) The transfer of rights under this Assignment Agreement is made on the legal basis and in fulfillment of the TPA.

(b) Nothing in this Assignment Agreement shall be construed in such a way as to constitute any mutual obligations between the Parties. Any consideration for the transfer of the Trademarks and Enforcement Rights, any representations and warranties and any other obligations and covenants regarding the transfer of the Trademarks and Enforcement Rights are subject to the provisions of the TPA.

4. Exclusion of Liability.

(a) Any form of personal liability of the insolvency administrator over the assets of Qimonda AG, Dr. jur. Michael Jaffé, out of or in connection with (i) claims under this Assignment Agreement, (ii) the transactions contemplated under this Assignment Agreement or (iii) agreements with regard to the execution of this Assignment Agreement shall, to the extent legally permitted, be excluded. This applies in particular to claims pursuant to sections 60, 61 German Insolvency Code (*InsO*). (b) As far as the insolvency administrator over the assets of Qimonda AG, Dr. jur. Michael Jaffé, issues any statements under or in connection with this Assignment Agreement or if reference is made to his knowledge or actions under or in connection with this Assignment Agreement to the extent legally permitted, sections 166 and 278 German Civil Code (*BGB*) shall not apply.

5. Miscellaneous

(a) This Assignment Agreement and any disputes related to or arising out of this Assignment Agreement shall be governed in all respects by the substantive laws of the Federal Republic of Germany, excluding the UN Convention of the International Sale of Goods (CISG).

(b) To the extent legally permitted, the District Court I of Munich, Germany (*Landgericht München I*) shall have exclusive jurisdiction over any dispute arising out of or in connection with this Assignment Agreement.

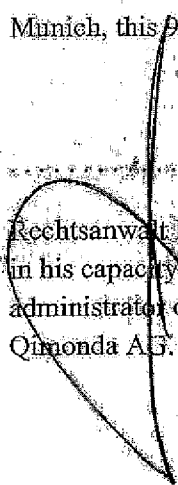
(c) Transferor shall have no obligation to assign or transfer the rights referred to in Section 2 above to anyone other than to Transferee directly.

(d) Any amendments to this Assignment Agreement, including this written form requirement, shall be made expressly in writing between the Parties.

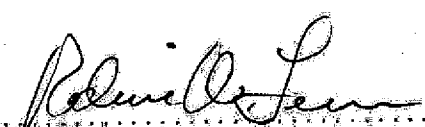
(e) Should individual terms of this Assignment Agreement be held by a court of competent jurisdiction to be completely or partly invalid or unenforceable, this does not affect the validity of the remaining terms of this Assignment Agreement. Instead of the invalid or unenforceable term such term shall be deemed to be agreed upon by the Parties which the Parties would have agreed on by taking into account the economic purpose of this Assignment Agreement, if they had been aware of the invalidity or unenforceability of the respective term when concluding this Assignment Agreement. The Parties shall confirm any such deemed agreement in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement as of the Effective Date.

Munich, this 9<sup>th</sup> day of November 2010

  
Rechtsanwalt Dr. jur. Michael Jaffé,  
in his capacity as insolvency  
administrator over the assets of  
Qimonda AG.

Boise, this 9<sup>th</sup> day of November 2010

  
Micron Technology, Inc.  
represented by Rod Lewis,  
General Counsel.

REVIEWED  
MTI LEGAL

C.S.

EXHIBIT A

List of Trademarks

1. RLDRAM

Country	Internal Ref.:	Trademark	Registration Number	Application Number	Class
WO	200109523	RLDRAM	768 236		9
AUSTRIA	200109523	RLDRAM	768 236		9
BENELUX	200109523	RLDRAM	768 236		9
SWITZERLAND	200109523	RLDRAM	768 236		9
CHINA	200109523	RLDRAM	768 236		9
DENMARK	200109523	RLDRAM	768 236		9
SPAIN	200109523	RLDRAM	768 236		9
FRANCE	200109523	RLDRAM	768 236		9
UNITED KINGDOM	200109523	RLDRAM	768 236		9
ITALY	200109523	RLDRAM	768 236		9
JAPAN	200109523	RLDRAM	768 236		9
NORWAY	200109523	RLDRAM	768 236		9
PORTUGAL	200109523	RLDRAM	768 236		9
RUSSIAN FEDERATION	200109523	RLDRAM	768 236		9
SWEDEN	200109523	RLDRAM	768 236		9
SINGAPORE	200109523	RLDRAM	768 236		9
CANADA	200109523	RLDRAM	TMA590 866	1119757	9
GERMANY	200109523	RLDRAM	301 32 533	30132593.2	9
TAIWAN	200109523	RLDRAM	01026360	090041234	9
UNITED STATES OF AMERICA	200109523	RLDRAM	2 609 731	76/333 462	9

2. CellularRAM:

Country	Internal Ref.:	Trademark	Registration Number	Application Number	Class
CHINA	200554104	CellularRAM & device	5 047 114	5 047 114	9
JAPAN	200554104	CellularRAM & device	4 980 830	2005-114 939	9
REPUBLIC OF KOREA (SOUTH)	200554104	CellularRAM & device	706 488	2005-56777	9
TAIWAN	200554104	CellularRAM & device	01 225 600	094 058 916	9
EUROPE	200554104	CellularRAM & device	004 695 375	004 695 375	9