

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

In the Matter of

**CERTAIN DYNAMIC RANDOM ACCESS
MEMORY SEMICONDUCTORS AND
PRODUCTS CONTAINING SAME,
INCLUDING MEMORY MODULES**

Inv. No. 337-TA-707

**ORDER NO. 10: INITIAL DETERMINATION GRANTING JOINT MOTION TO
TERMINATE INVESTIGATION BASED ON SETTLEMENT
AGREEMENT**

(June 29, 2010)

On June 18, 2010, complainants Infineon Technologies AG (“IFX”) and Infineon Technologies North America Corp. (collectively “Infineon”) and respondents Elpida Memory, Inc., (“Elpida”) Elpida Memory (USA) Inc., Rexchip Electronics Corporation, Kingston Technology Company, Kingston Technology (Shanghai) Co. Ltd., Kingston Technology Far East Co. Ltd., Kingston Technology Far East (M) Sdn. Bhd., Payton Technology Corp., Apacer Technology Inc., Apacer Memory America Inc., Corsair Memory, Corsair Memory (Taiwan), Mushkin Inc., Mushkin APAC, Transcend Information Inc. and Transcend USA (collectively “Respondents”) filed a joint motion to terminate the investigation on the basis of a settlement agreement. (Motion Docket No. 707-007.) The agreement is between IFX and Elpida and, while the other remaining respondents are not party to the agreement, the motion requests that the investigation be terminated against those remaining respondents as well. The motion contains three different versions of the settlement agreement: a public version; a version for co-counsel for non-Elpida respondents that is unredacted except for the financial terms of the settlement agreement; and a version that is unredacted as to all of the terms intended to be reviewed by the

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Commission, the Commission Investigative Staff, the ALJ and outside counsel for IFX and Elpida who have subscribed to the protective order in this investigation.

On June 28, 2010, the Commission Investigative Staff (“Staff”) filed a response in support of the motion and, further, that it does not oppose Infineon and Elpida’s request to withhold the financial terms of the settlement agreement. No other responses were received.¹

The Commission’s Rules provide that “[a]ny party may move at any time for an order to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement . . .” 19 C.F.R. § 210.21(a)(2); *see also Certain Organizer Racks And Products Containing Same*, Inv. No. 337-TA-466, Order No. 7 at 2, February 19, 2001.

In the instant investigation, the motion to terminate is based on a settlement agreement between Infineon and Elpida. In accordance with Commission Rule 210.21(b), the parties filed a public version of the Settlement Agreement, attached hereto as Appendix A. The motion further states, consistent with Commission Rule 210.21(b)(1), that there are “no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this investigation.” (Motion at 1-2.) The Settlement Agreement appears to resolve the dispute between Infineon and Respondents.

Commission Rule 210.50(b)(2) provides that in the case of a proposed termination by settlement agreement or consent order, the parties may file statements regarding the impact of the proposed termination on the public interest, and the administrative law judge may hear argument, although no discovery may be compelled, with respect to issues relating solely to the public interest. 19 C.F.R. § 210.50(b)(2). In any initial determination terminating an

¹ The motion stated, however, that co-counsel for respondents A-Data Technology Co. Ltd. and A-Data Technology (USA) Co. Ltd. did not support the portion of the motion that withheld information from counsel who solely represented a non-Elpida respondent. (Memo. at 3.)

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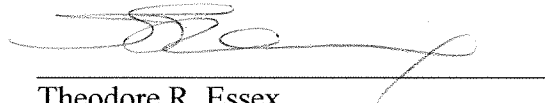
investigation by settlement agreement or consent order, the administrative law judge is directed to consider and make appropriate findings regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers. *Id.* In their motion, Infineon and Respondents assert that termination of this investigation is in the public interest. (Motion at 2.) Staff does not dispute this representation. (Staff Resp. at 5.)

Based on the pleadings filed in connection with the motion to terminate the investigation, the ALJ finds that there is no indication that termination of this investigation based on the Settlement Agreement would have an adverse impact on the public interest. The ALJ finds that termination of this investigation does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy or United States consumers.

Accordingly, it is the Initial Determination that the joint motion to terminate this investigation be GRANTED. This initial determination, along with supporting documentation, is hereby certified to the Commission.

Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues herein.

SO ORDERED.


Theodore R. Essex
Administrative Law Judge

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APPENDIX A

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707-007 6/4/10

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UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before the Honorable Theodore R. Essex
Administrative Law Judge

In the Matter of	
CERTAIN DYNAMIC RANDOM ACCESS MEMORY SEMICONDUCTORS AND PRODUCTS CONTAINING THE SAME, INCLUDING MEMORY MODULES	Inv. No. 337-TA-707

PUBLIC VERSION OF THE JOINT MOTION TO TERMINATE INVESTIGATION
UPON SETTLEMENT AGREEMENT

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before the Honorable Theodore R. Essex
Administrative Law Judge**

In the Matter of	
CERTAIN DYNAMIC RANDOM ACCESS MEMORY SEMICONDUCTORS AND PRODUCTS CONTAINING THE SAME, INCLUDING MEMORY MODULES	Inv. No. 337-TA-707

**MOTION TO TERMINATE INVESTIGATION
UPON SETTLEMENT AGREEMENT**

Pursuant to Commission Rule 210.21(a)(2) and (b), Complainants Infineon Technologies AG (“IFX”) and Infineon Technologies North America Corp. (collectively “Complainants” or “Infineon”) and Respondents Elpida Memory, Inc. (“Elpida”), Elpida Memory (USA) Inc., Rexchip Electronics Corporation (collectively the “Elpida Respondents”), Kingston Technology Company Inc., Kingston Technology (Shanghai) Co., Ltd., Kingston Technology Far East Co. Ltd., Kingston Technology Far East (M) Sdn. Bhd., Payton Technology Corp., Apacer Technology Inc., Apacer Memory America Inc., Corsair Memory, Corsair Memory (Taiwan), Mushkin Inc., Mushkin APAC, Transcend Information Inc., and Transcend USA (collectively with Elpida Respondents, the “Respondents”) hereby move to terminate this investigation as to all remaining¹ Respondents based upon the confidential Patent Cross-License Agreement and Patent Assignment Agreement submitted concurrently herewith.² Aside from the Patent Cross-License Agreement and the Patent Assignment

¹ This investigation has been terminated as to Respondents Buffalo Inc. and Buffalo Technology (USA), Inc. (collectively the “Buffalo Respondents”). In Order No. 6, the Administrative Law Judge entered an Initial Determination granting the Buffalo Respondents’ motion to terminate the investigation based upon consent order on May 6, 2010. The Commission determined not to review that Initial Determination on May 25, 2010.

² Respondents A-Data Technology Co. Ltd. and A-Data Technology (USA) Co. Ltd. (collectively “A-Data”) do not join this motion because Covington & Burling, LLP, co-counsel for A-Data, does not support the portion of this motion that would deny counsel who solely represent a non-Elpida Respondent (such as Covington & Burling)

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Agreement, there are no other agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation.

Counsel for Infineon contacted the Commission Investigative Staff regarding its position on this motion to terminate. The Staff has reserved its position pending review of the pleadings.

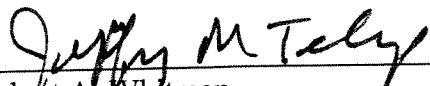
For the foregoing reasons and the reasons set forth in the accompanying memorandum, Infineon and Respondents respectfully request the termination of the above-captioned Investigation.

access to sensitive financial information that is unique to the settlement between IFX and Elpida and is neither germane to issues in dispute in this investigation nor does it affect the interests of A-Data. As discussed in the accompanying memorandum, such co-counsel have no legitimate need for this information.

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DATED: June 18, 2010

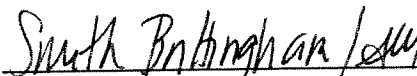
Respectfully submitted,



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Inc., Mushkin APAC,***

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before the Honorable Theodore R. Essex
Administrative Law Judge**

In the Matter of	
CERTAIN DYNAMIC RANDOM ACCESS MEMORY SEMICONDUCTORS AND PRODUCTS CONTAINING THE SAME, INCLUDING MEMORY MODULES	Inv. No. 337-TA-707

**MEMORANDUM IN SUPPORT OF
MOTION TO TERMINATE INVESTIGATION UPON SETTLEMENT AGREEMENT**

Pursuant to Commission Rule 210.21(a)(2) and (b), Complainants Infineon Technologies AG (“IFX”) and Infineon Technologies North America Corp. (collectively, “Complainants”) and Respondents Elpida Memory, Inc. (“Elpida”), Elpida Memory (USA) Inc., REXCHIP Electronics Corporation (collectively the “Elpida Respondents”), Kingston Technology Company Inc., Kingston Technology (Shanghai) Co., Ltd., Kingston Technology Far East Co. Ltd., Kingston Technology Far East (M) Sdn. Bhd., Payton Technology Corp., Apacer Technology Inc., Apacer Memory America Inc., Corsair Memory, Corsair Memory (Taiwan), Mushkin Inc., Mushkin APAC, Transcend Information Inc., and Transcend USA (collectively with Elpida Respondents the “Respondents”) hereby move to terminate this investigation as to all remaining¹ Respondents based upon the confidential Patent Cross-License Agreement and Patent Assignment Agreement (collectively, the “Agreements”) submitted concurrently herewith. Aside from the Agreements, there are no other

¹ This Investigation has been terminated as to Respondents Buffalo Inc. and Buffalo Technology (USA), Inc. (collectively the “Buffalo Respondents”). In Order No. 6, the Administrative Law Judge entered an Initial Determination granting the Buffalo Respondents’ motion to terminate the investigation based upon consent order on May 6, 2010. The Commission determined not to review that Initial Determination on May 25, 2010.

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agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation.

IFX and Elpida reached an agreement to settle this investigation and entered into the Patent Cross License Agreement attached hereto as Exhibit A and the Patent Assignment Agreement attached hereto as Exhibit B. (*See Exs. A and B.*) The Agreements have been executed by IFX and Elpida and are fully effective as between them. Exhibits to the Agreements are part of the respective agreement to which such exhibits are attached. As explained more fully below, and in accordance with 19 C.P.R. § 210.21(b)(1), IFX and Elpida are providing three versions of Patent Cross License Agreement and Patent Assignment Agreement to the Commission:

1. A version of the Patent Cross License Agreement and Patent Assignment Agreement containing, in *double* brackets, limited items of non-disclosable Confidential Business Information (“Non-disclosable CBI”) intended to be seen only by the Administrative Law Judge, the Commission, the Staff, and outside counsel for IFX and Elpida who have subscribed to the protective order in this investigation (“Non-disclosable Confidential Version”).
2. A version of the Patent Cross License Agreement and the Patent Assignment Agreement omitting the Non-disclosable CBI but containing, in *single* brackets, confidential business information (“CBI”) that can be disclosed to outside counsel who do not represent Elpida but are co-counsel for other Respondents and who have subscribed to the protective order in this investigation (“Confidential Version”).
3. A public version of the Patent Cross License Agreement and the Patent Assignment Agreement that omits all double- and single-bracketed CBI (“Public Version”).

In view of the attached Agreements, there no longer exists a basis upon which to continue the investigation. Commission Rule 210.21 authorizes the Administrative Law Judge to terminate the investigation on the basis of the settlement reached between IFX and Elpida and termination of the investigation poses no threat to the public interest. To the contrary, Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted. *See, e.g., Certain Safety Eyewear and Components Thereof*, Inv. No. 337-TA-433, Order No. 37 at 2 (November 3, 2000); *Certain Synchronous Dynamic Random Access Memory Devices*,

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Microprocessors, and Products Containing Same, Inv. No. 337-TA-431, Order No. 11 at 2 (July 13,2000); *Certain Integrated Circuit Chipsets and Products Containing Same*, Inv. No. 337-TA-428, Order No. 16 at 5 (August 22, 2000); *Certain Telephonic Digital Added Mainline Systems Components Thereof, and Products Containing Same*, No. 337-TA-400, 1998 ITC LEXIS 31 (Feb. 12, 1998); *Certain Screen Printing Machines, Vision Alignment Devices Used Therein, and Component Parts Thereof*, No. 337-TA-394, 1997 ITC LEXIS 280 (Oct. 6,1997).

A. Treatment of the Parties' Non-disclosable CBI

The settlement on which this motion is based is between IFX and Elpida. The investigation against the other Respondents will be terminated as a result of the settlement, but those other Respondents are not parties to the settlement. Accordingly, the Non-disclosable Confidential Version of the Patent Cross License Agreement contains sensitive financial information that is unique to the settlement between IFX and Elpida and is neither germane to issues in dispute in this investigation nor does it affect the interests of the other Respondents. Indeed, the other Respondents do not oppose termination of the investigation against them, although Covington & Burling, LLP, co-counsel for A-Data, does not support the portion of this motion that would deny counsel who solely represent a non-Elpida Respondent (such as Covington & Burling) access to the Non-disclosable CBI.² Instead, the Non-disclosable Confidential Version of the Patent Cross-License Agreement can be reviewed by the ALJ, the Commission, and the Staff (and outside counsel who represent IFX and Elpida and who have subscribed to the Protective Order in this Investigation), allowing the Commission full access to the information needed to evaluate the merits of the proposed termination. Accordingly, IFX and Elpida respectfully request that access to the Non-disclosable Confidential

² While some Respondents (such as A-Data) are represented by more than one firm (such as Covington & Burling), all of the remaining Respondents are represented by Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P. ("Finnegan"). Accordingly, Finnegan can protect any interest that non-Elpida Respondents may need protected through access to the Non-disclosable CBI. In short, the parties' interests are adequately represented, and therefore co-counsel (such as Covington & Burling) cannot have any legitimate interest in the Non-disclosable CBI.

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Version be limited to only Commission personnel and counsel for IFX and Elpida who have subscribed to the Protective Order. Counsel who represent Respondents other than Elpida and who have subscribed to the Protective Order will be able to view a confidential version of the agreement that omits only the most sensitive information relevant to only IFX and Elpida. The Commission has approved analogous arrangements in prior investigations.³

It is well settled that settlement of litigation is “considered to be in the public interest.”⁴ The Commission has recognized that, in appropriate circumstances, permitting the settling parties to maintain the confidentiality of certain settlement terms even as to other counsel in the case can facilitate settlements of 337 investigations.⁵ Accordingly, IFX and Elpida request that the Non-disclosable Confidential Version of the Patent Cross-License Agreement not be disclosed to the public or counsel for Respondents other than Elpida, even if such counsel has signed onto the Protective Order.

³ See, e.g., *Certain Laminated Floor Panels*, Inv. 337-TA-545, Order No. 33: Initial Determination Terminating the Investigation as to Respondent on the Basis of a Settlement Agreement at p. 2, n.2 (May 3, 2006) (Notice of Non-review, May 25, 2006); *Certain Automotive Measuring g Devices*, Inv. 337-TA-494, Order No. 35: Initial Determination Terminating the Investigation, at p. 2, n.2 (July 14, 2004) (Notice of Non-review, 69 Fed. Reg 51861, Aug. 23, 2004).

⁴ *Certain Microcomputer Memory Controllers, Components Thereof and Products Containing the Same*, Inv. No. 337-TA-331, Initial Determination and Order No. 28 Concerning Violation of Section 337 (Nov. 16, 2002) at *2.

⁵ See *Certain Semiconductor Timing Signal Generator Devices, Components Thereof, and Products Containing Same*, Inv. No. 337-TA-465, Order No.7 (Concerning Violation 337) (Oct. 16,2002) at *2 (denying respondent's motion to compel production of an unredacted version of settlement agreement between complainant and another respondent from which monetary and licensing terms had been deleted on the ground that “confidential settlement agreements, with redacted public versions, have formed the sole basis of termination of many prior investigations” and that “without such agreements, it is doubtful that the investigations would have been terminated”); see also *Certain Plastic Encapsulated Integrated Circuit*, Inv. No. 337-TA-315, Order No. 20 (Feb. 13, 1991) at * 13 (refusing to compel the complainant to disclose terms of a licensing agreement as requested by a respondent that was not a party to that agreement, stating that the probative value of disclosing settlement terms “would be outweighed by the disruption and unfairness that would result from compelling” their disclosure).

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B. Treatment of Ordinary CBI in the Agreements

In addition to the Non-disclosable Confidential Version of the Patent Cross-License Agreement, IFX and Elpida are also submitting versions of the Agreements denoted "Confidential" and "Public."

The "Confidential Versions" contain, in single brackets, ordinary confidential business information subject to the normal protections and procedures in the protective order. Thus, the single-bracketed CBI in the Confidential Version can be disclosed to counsel who have subscribed to the protective order in this investigation regardless of the Respondent they represent. The double-bracketed Non-disclosable CBI has been redacted from the Confidential Version of the Patent Cross-License Agreement.

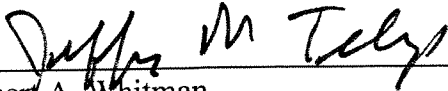
All double- and single-bracketed CBI has been redacted from the Public Version of the Agreements.

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For the foregoing reasons, Complainants and Respondents respectfully request that the Administrative Law Judge issue an initial determination terminating this investigation on the basis of the attached Patent Assignment Agreement and the Patent Cross-License Agreement.

DATED: June 18, 2010

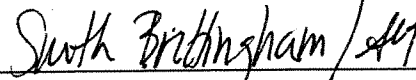
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Kingston Technology Far East (M) Sdn.
Bhd., Payton Technology Corp. Transcend
Information Inc., Transcend USA, Mushkin
Inc., Mushkin APAC*

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before the Honorable Theodore R. Essex
Administrative Law Judge

In the Matter of	
CERTAIN DYNAMIC RANDOM ACCESS MEMORY SEMICONDUCTORS AND PRODUCTS CONTAINING THE SAME, INCLUDING MEMORY MODULES	Inv. No. 337-TA-707

**[PROPOSED] ORDER GRANTING MOTION
TO TERMINATE INVESTIGATION UPON SETTLEMENT AGREEMENT**

Having reviewed the Motion to Terminate Investigation Upon Settlement Agreement by Complainants Infineon Technologies AG and Infineon Technologies North America Corp. and Respondents Elpida Memory, Inc., Elpida Memory (USA) Inc., Rexchip Electronics Corporation, Kingston Technology Company Inc., Kingston Technology (Shanghai) Co., Ltd., Kingston Technology Far East Co. Ltd., Kingston Technology Far East (M) Sdn. Bhd., Payton Technology Corp., Apacer Technology Inc., Apacer Memory America Inc., Corsair Memory, Corsair Memory (Taiwan), Mushkin Inc., Mushkin APAC, Transcend Information Inc., and Transcend USA submitted by Complainants and Respondents, such motion is hereby GRANTED.

SO ORDERED this ____ day of _____, 2010

Theodore R. Essex
Administrative Law Judge

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before the Honorable Theodore R. Essex
Administrative Law Judge**

<p>In the Matter of</p> <p>CERTAIN DYNAMIC RANDOM ACCESS MEMORY SEMICONDUCTORS AND PRODUCTS CONTAINING THE SAME, INCLUDING MEMORY MODULES</p>	<p>Inv. No. 337-TA-707</p>
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EXHIBIT A

Public Patent Cross-License Agreement

PUBLIC VERSION

PATENT CROSS LICENSE AGREEMENT

This Patent Cross License Agreement ("Agreement") is entered into on May 19, 2010 ("Effective Date") by and between Infineon Technologies AG ("Infineon"), a corporation duly incorporated under the laws of Germany having its principal offices at Am Campeon 1-12, 85579 Neubiberg, Germany, and Elpida Memory, Inc. ("Elpida"), a corporation duly incorporated under the laws of Japan, having its principal offices at 2-1, Yaesu 2-chome, Chuo-ku, Tokyo 104-0028 Japan (Infineon and Elpida hereinafter collectively referred to as the "Parties" and individually as a "Party").

Preamble

WHEREAS, each of the Parties owns and controls various patents, patent applications, and utility models in the field of semiconductors.

WHEREAS, each of the Parties desires to acquire for itself and its Subsidiaries (as "Grantee") a non-exclusive, world-wide license under patents of the other Party and its Subsidiaries (as "Grantor"), however, explicitly excluding Infineon's Subsidiary QImonda AG and its Subsidiaries.

NOW THEREFORE, Infineon and Elpida agree as follows:

1. Definitions

1.1 "Ancillary Parts" shall mean any supporting product or components necessary to complete the fundamental functionality or use of one or more of [REDACTED]

[REDACTED]

1.2 "Capture Period Date" shall mean [REDACTED]

1.3 "Circuit" shall mean [REDACTED]

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1.4 "[REDACTED] shall mean [REDACTED]
[REDACTED]

1.5 "[REDACTED] shall mean [REDACTED]
[REDACTED]

1.6 "[REDACTED] shall mean [REDACTED]
[REDACTED]

1.7 "[REDACTED] shall mean a [REDACTED]
[REDACTED]

1.8 "[REDACTED] shall mean [REDACTED]
[REDACTED]

1.9 "[REDACTED] shall mean any of the following items:
[REDACTED]

[REDACTED]

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1.10 "Grantee" shall mean (i) Infineon and its Subsidiaries, or (ii) Elpida and its Subsidiaries, where such Party or any of its Subsidiaries is the grantee of a license or sublicense hereunder.

1.11 "Grantee Licensed Products" shall mean either Infineon Licensed Products or Elpida Licensed Products, where such Party or any of its Subsidiaries is the Grantee of a license or sublicense hereunder.

1.12 "Grantor" shall mean either (i) Infineon and its Subsidiaries, or (ii) Elpida and its Subsidiaries, or (iii) Acquired Entity as in Section 6.1 where they are the grantor of a license hereunder.

1.13 [REDACTED] shall mean [REDACTED]

[REDACTED]

1.14 [REDACTED] shall mean any of the following items:

[REDACTED]

1.15 [REDACTED] shall mean [REDACTED]

[REDACTED]

1.16 "Licensed Patents" shall mean [REDACTED]

[REDACTED]

1.17 [REDACTED] shall mean [REDACTED]

[REDACTED]

1.18 [REDACTED] shall mean [REDACTED]

[REDACTED]

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1.19 [REDACTED] shall mean [REDACTED]
[REDACTED]

1.20 [REDACTED] shall mean [REDACTED]
[REDACTED]

1.21 "Recipient" has the meaning provided in Section 6.3.

1.22 "Recipient Patents" shall mean [REDACTED]
[REDACTED]

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1.23 [REDACTED] shall mean [REDACTED]
[REDACTED]

1.24 [REDACTED] shall mean [REDACTED]
[REDACTED]

1.25 [REDACTED] shall mean [REDACTED]
[REDACTED]

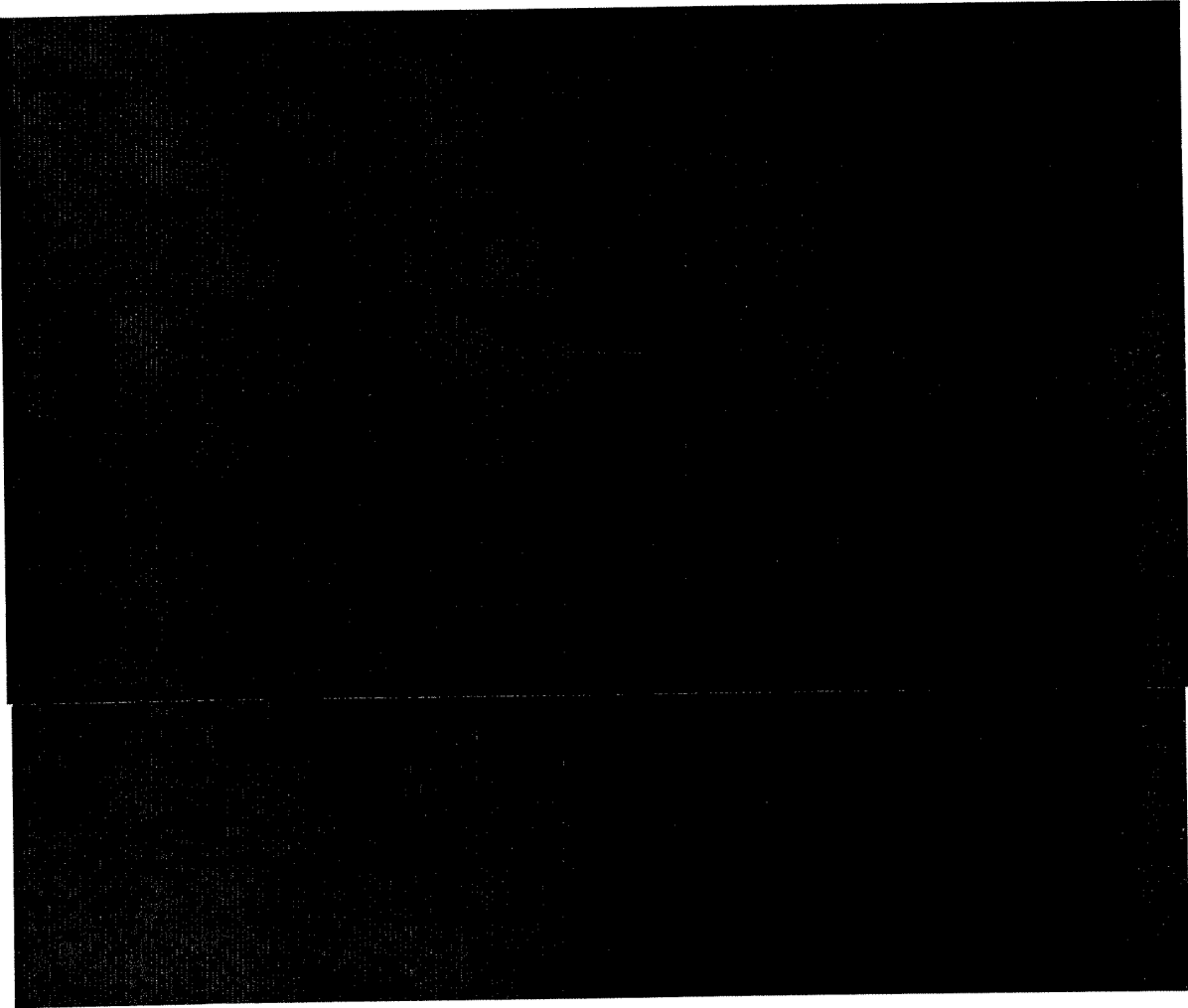
1.26 [REDACTED] shall mean [REDACTED]
[REDACTED]

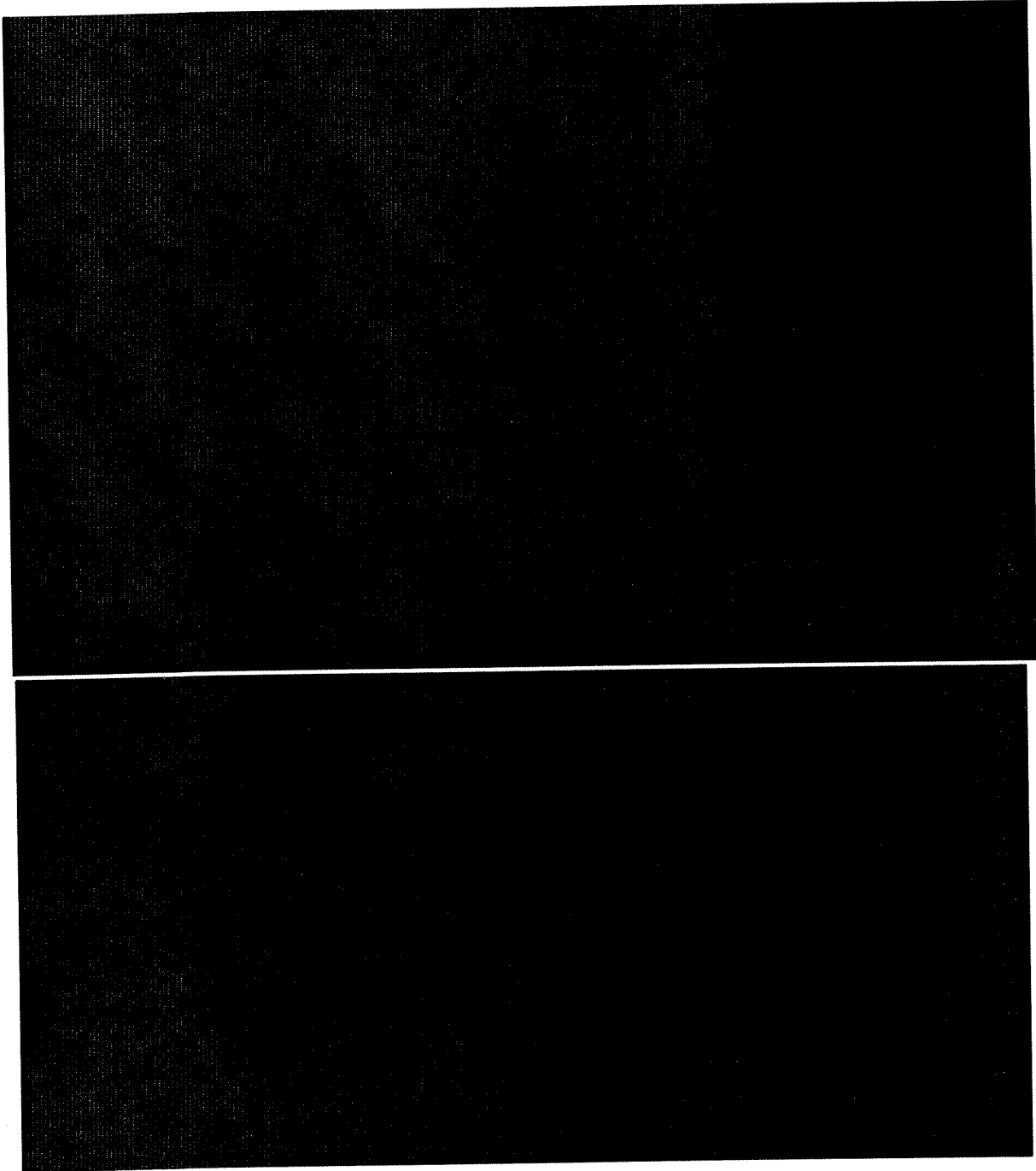
- 1.27 "Subsidiary" of a Party hereto or of a third party shall mean a corporation, company or other entity:
- (a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a Party hereto or such third party, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists; or
 - (b) more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity, is now or hereafter, owned or controlled, directly or indirectly, by a Party hereto or such third party, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists;

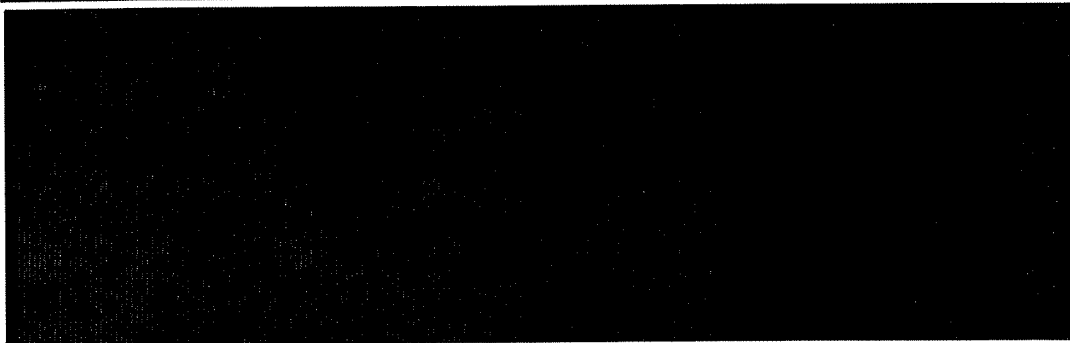
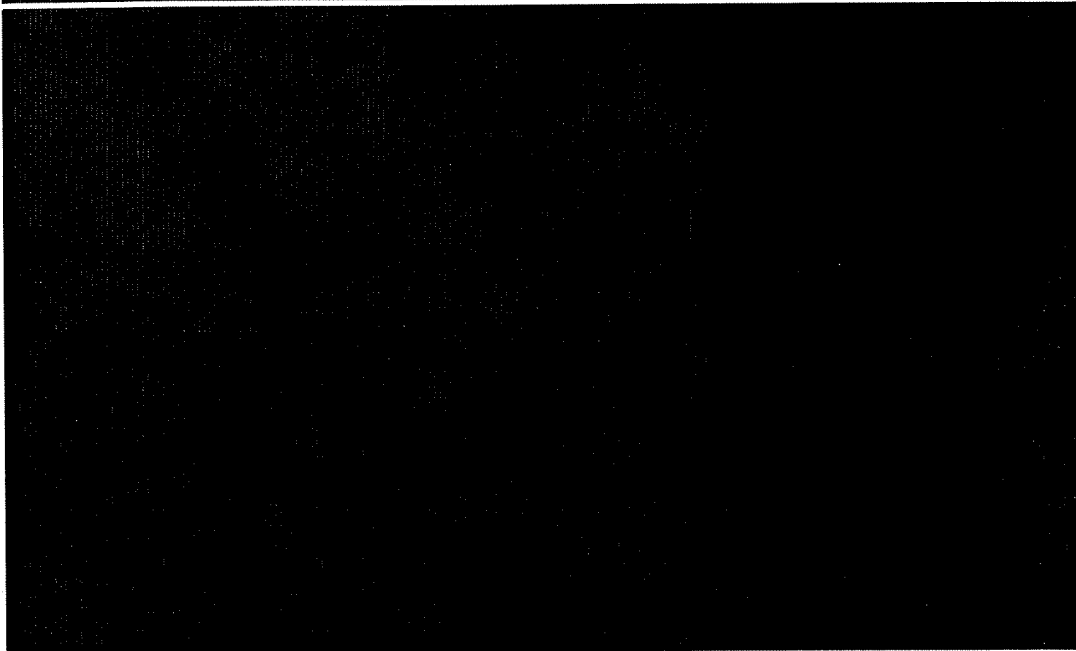
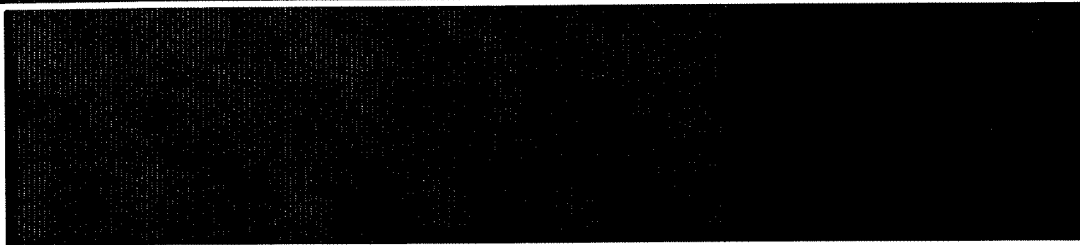
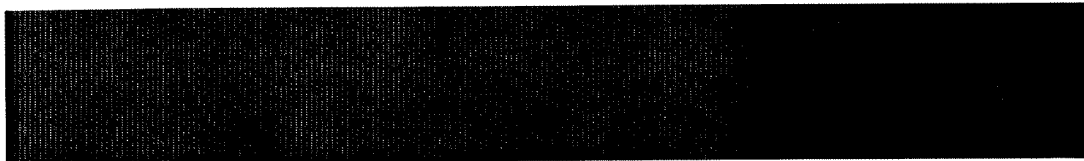
(c) but shall explicitly exclude on Infineon's side Qimonda AG and its Subsidiaries.

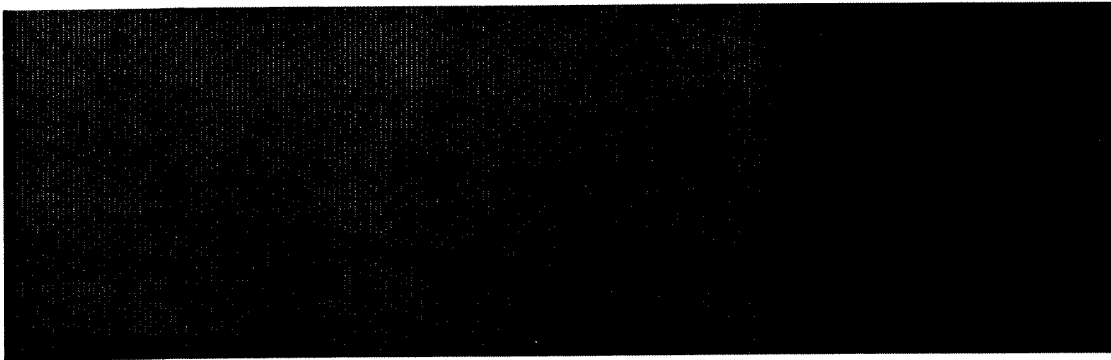
1.28 [REDACTED] shall mean [REDACTED]

2. License Grants







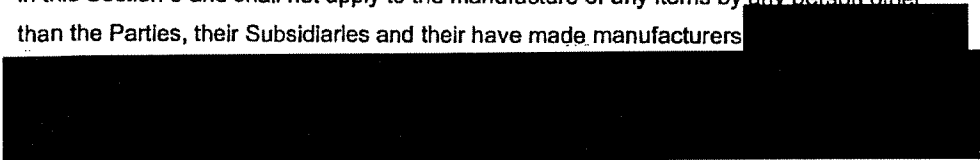


3. Releases

3.1 Elpida hereby release, acquit and forever discharge and hereby causes its Subsidiaries to release, acquit and forever discharge Infineon, its Subsidiaries, have made manufacturers as well as their direct or indirect distributors, resellers, OEMs, customers, and end users in any country, for any time prior to the Effective Date, from any and all claims or liability for acts of infringement or alleged infringement which, if performed after the Effective Date, would have been licensed pursuant to the terms of this Agreement.

3.2 Infineon hereby release, acquit and forever discharge and hereby causes its Subsidiaries to release, acquit and forever discharge Elpida, its Subsidiaries, have made manufacturers as well as their direct or indirect distributors, resellers, OEMs, customers and end users in any country, for any time prior to the Effective Date, from any and all claims or liability for acts of infringement or alleged infringement which, if performed after the Effective Date, would have been licensed pursuant to the terms of this Agreement.

3.3 The release contained herein shall not apply to any person other than the persons named in this Section 3 and shall not apply to the manufacture of any items by any person other than the Parties, their Subsidiaries and their have made manufacturers



3.4 Each Party acknowledges and agrees that it has been informed by its attorneys and advisors regarding the rights and benefits conferred by Section 1542 of the Civil Code of the State of California, that it is familiar with those rights, that it hereby waives those rights and benefits, and that it waives any similar rights conferred by any statute, code, law, or regulation of any state of the United States, or of the United States, or of any other

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country, to the fullest extent that it may waive such rights or benefits. Section 1542 of the Civil Code of the State of California provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.

- 3.5 Elpida and Infineon agree and hereby cause their respective Subsidiaries to agree to move to terminate and/or dismiss any and all patent litigations between the Parties (including all Parties' respective Subsidiaries) as of the Effective Date, with prejudice.

and to take all reasonable actions to terminate and/or dismiss the patent litigations within a reasonable time thereafter. The pending litigations which Infineon, Elpida and their respective Subsidiaries agree to move to terminate and/or dismiss include:

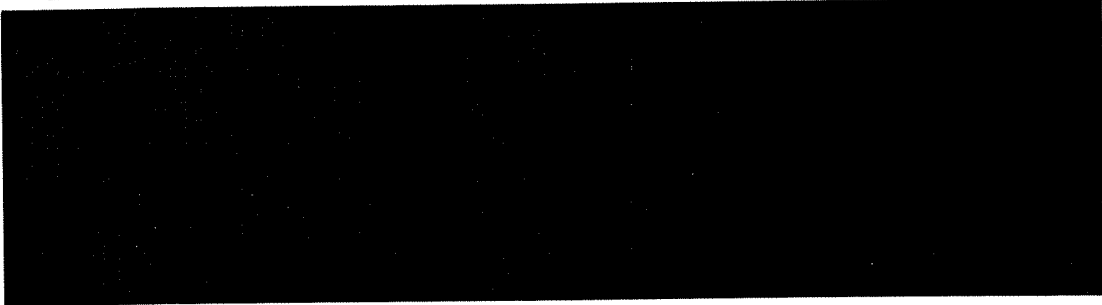
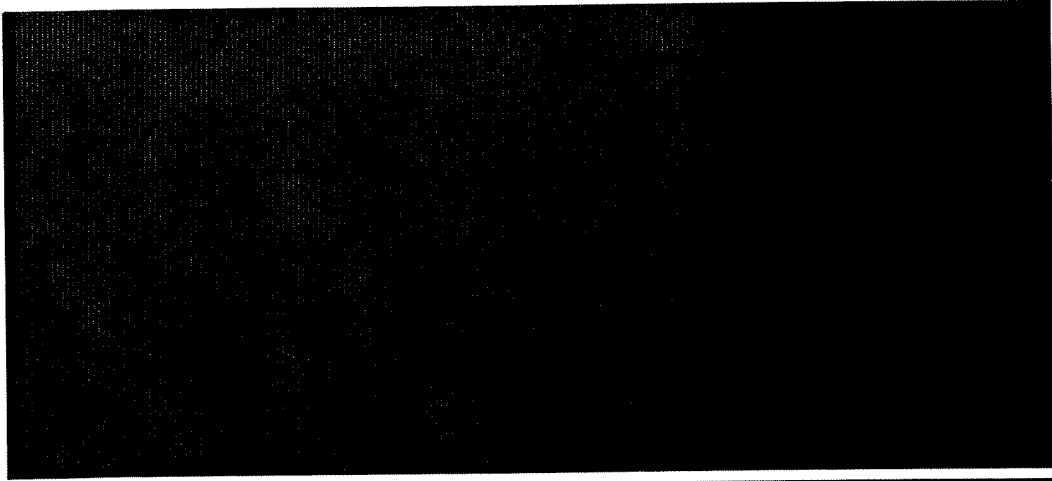
(i) UNITED STATES INTERNATIONAL TRADE COMMISSION; Inv. No. 337-TA-707 In the Matter of CERTAIN DYNAMIC RANDOM ACCESS MEMORY SEMICONDUCTORS AND PRODUCTS CONTAINING SAME, INCLUDING MEMORY MODULES between any and all named complainants and respondents.

(ii) Eastern District of Virginia Cases:

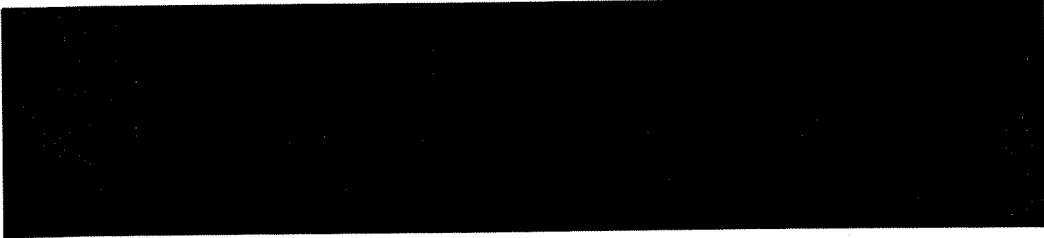
- 10-cv-00327-GBL-TRJ Elpida Memory, Inc. v. Infineon Technologies AG et al between any and all named plaintiffs and defendants.
- 10-cv-00152-JBF-FBS Elpida Memory, Inc. v. Infineon Technologies AG et al between any and all named plaintiffs and defendants.

4.

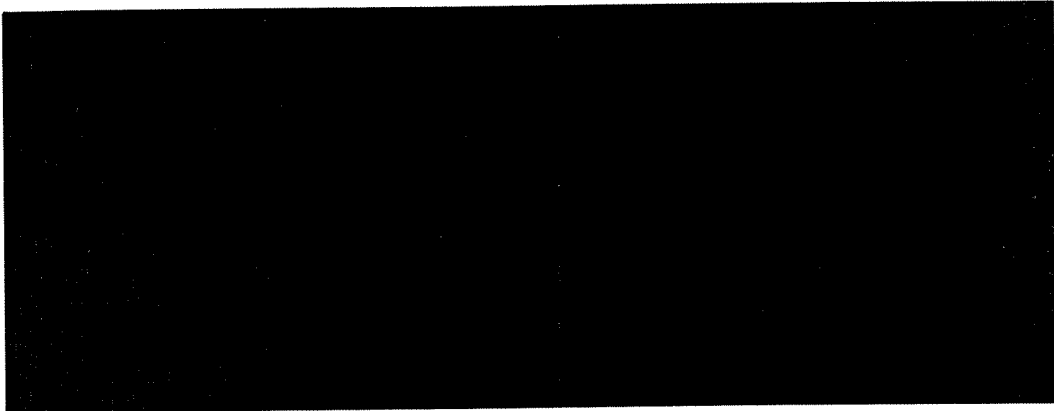
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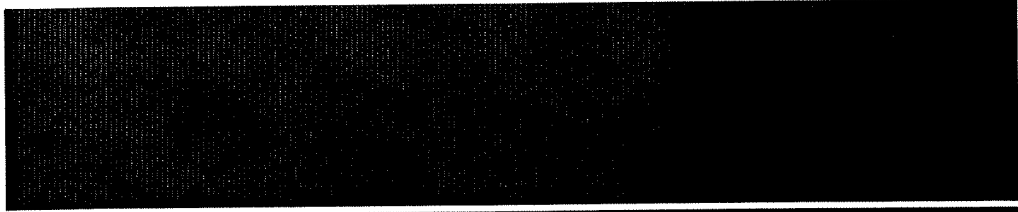


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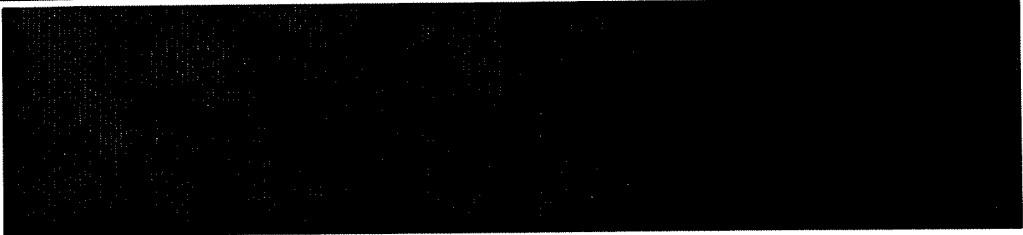


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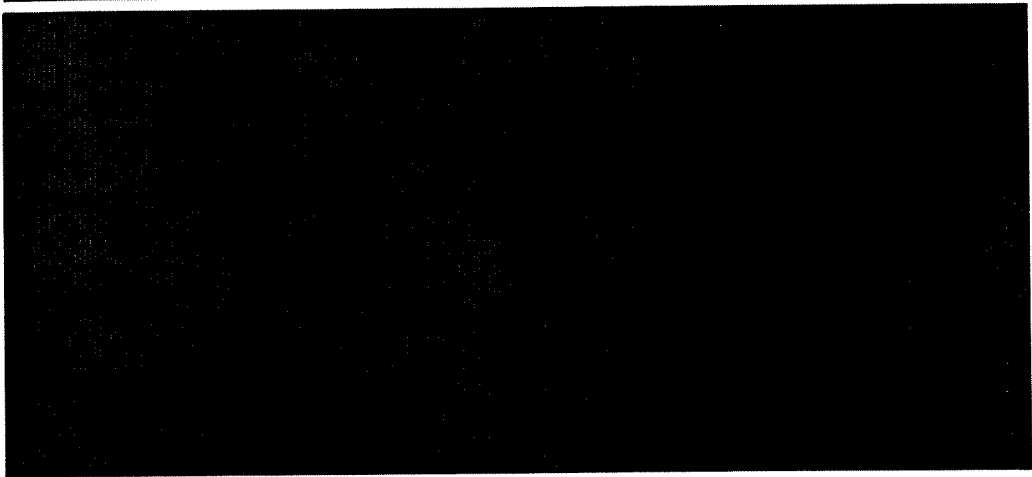




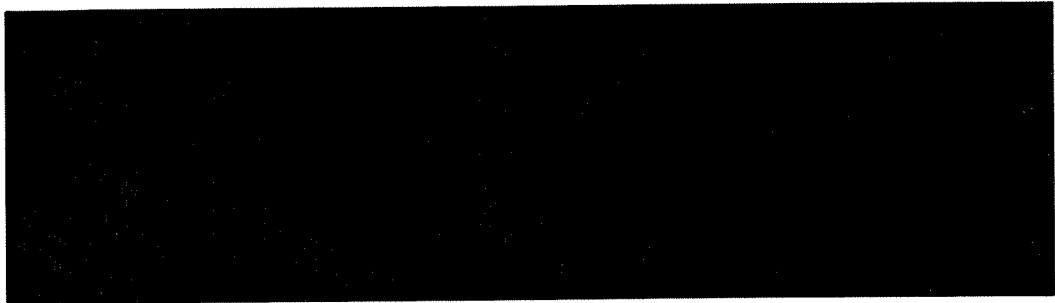
4.5



4.6

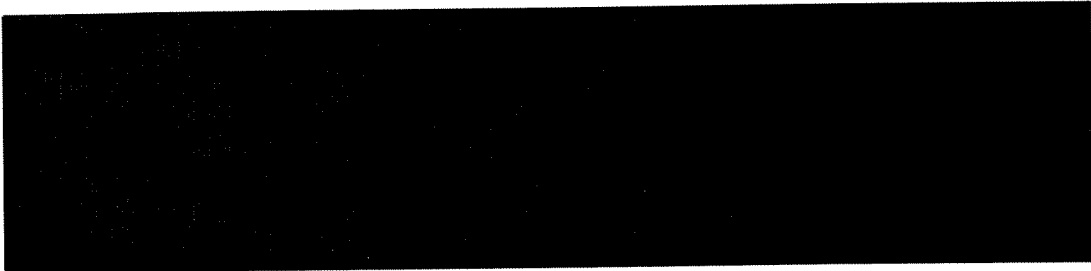


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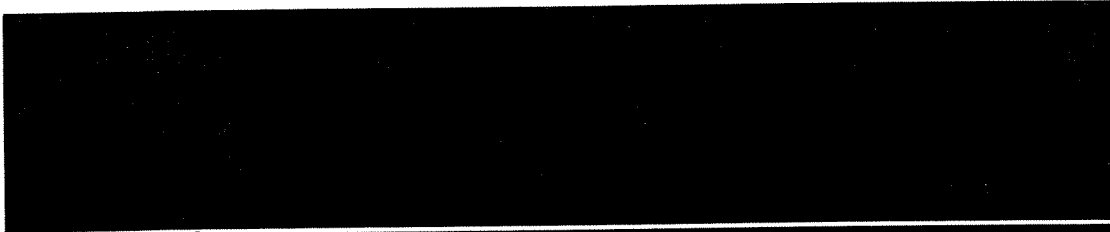
5. Term and Termination

5.1 This Agreement shall become effective as of the Effective Date and shall continue in effect until the expiration of the last-to-expire of the Licensed Patents.

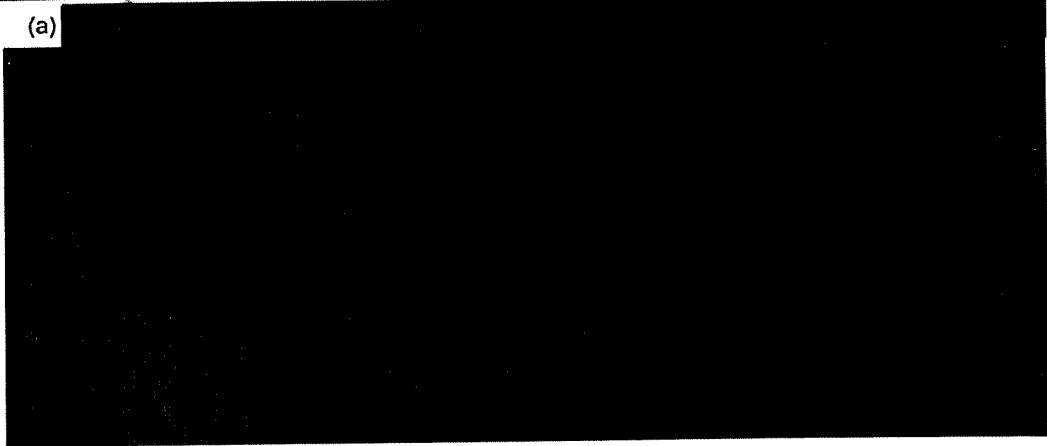


5.3 The releases given to each other in Section 3 shall be irrevocable and shall not be affected by the expiration or termination of this Agreement.

6. Acquisition; Transfer; Spin-off



(a)



[Redacted]

(b)

[Redacted]

(c)

[Redacted]

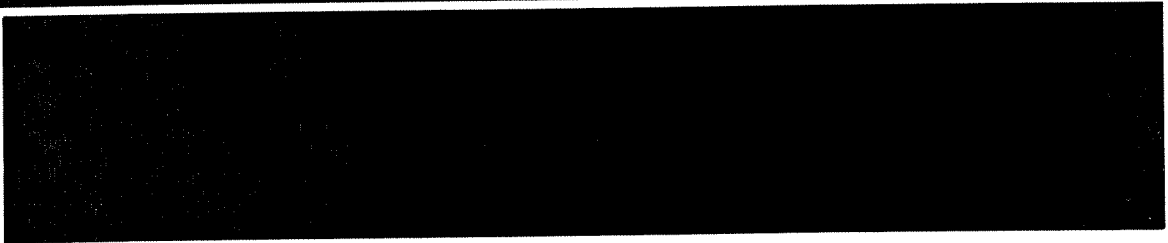
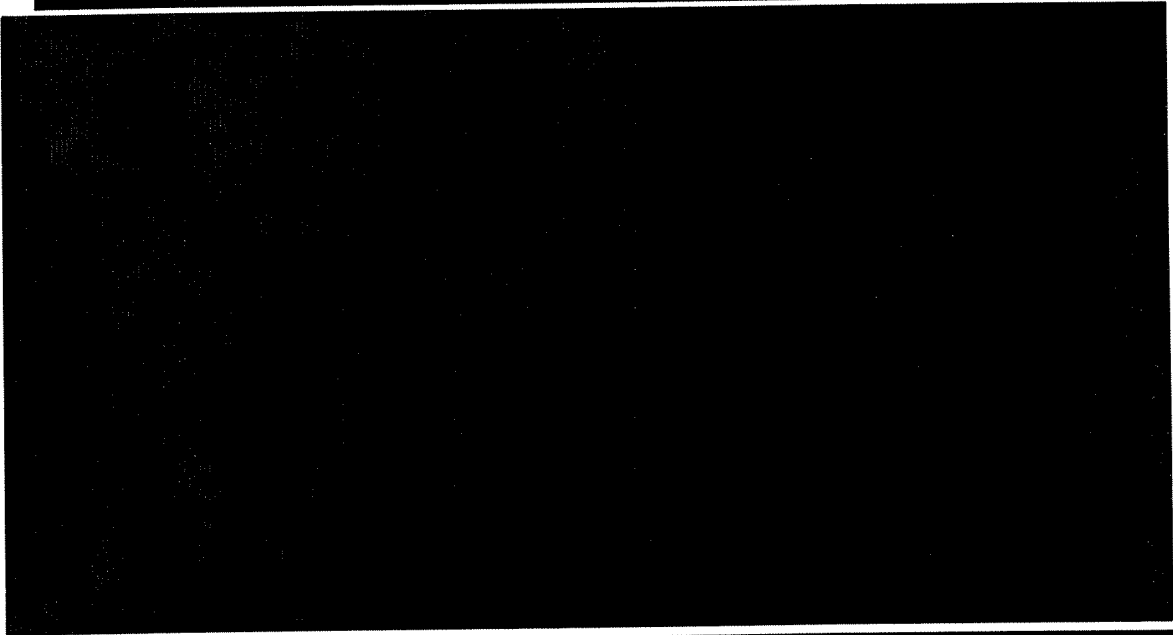
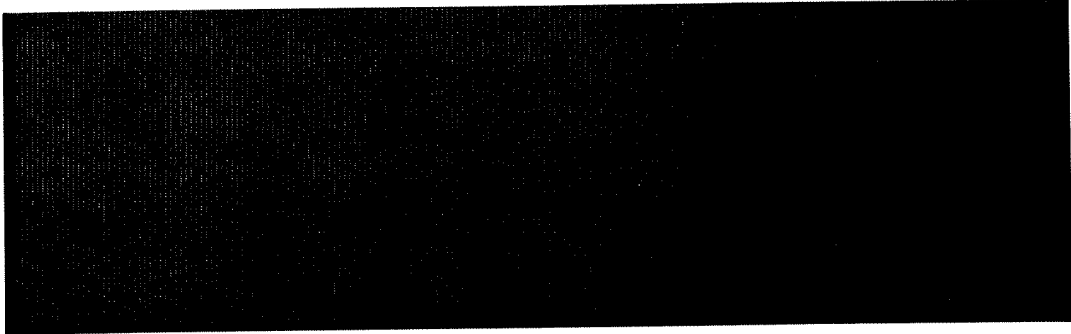
(d)

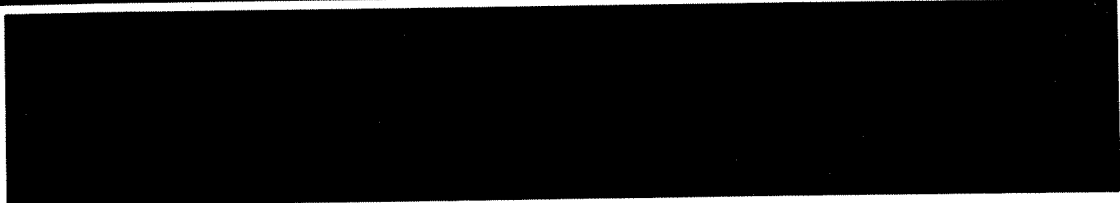
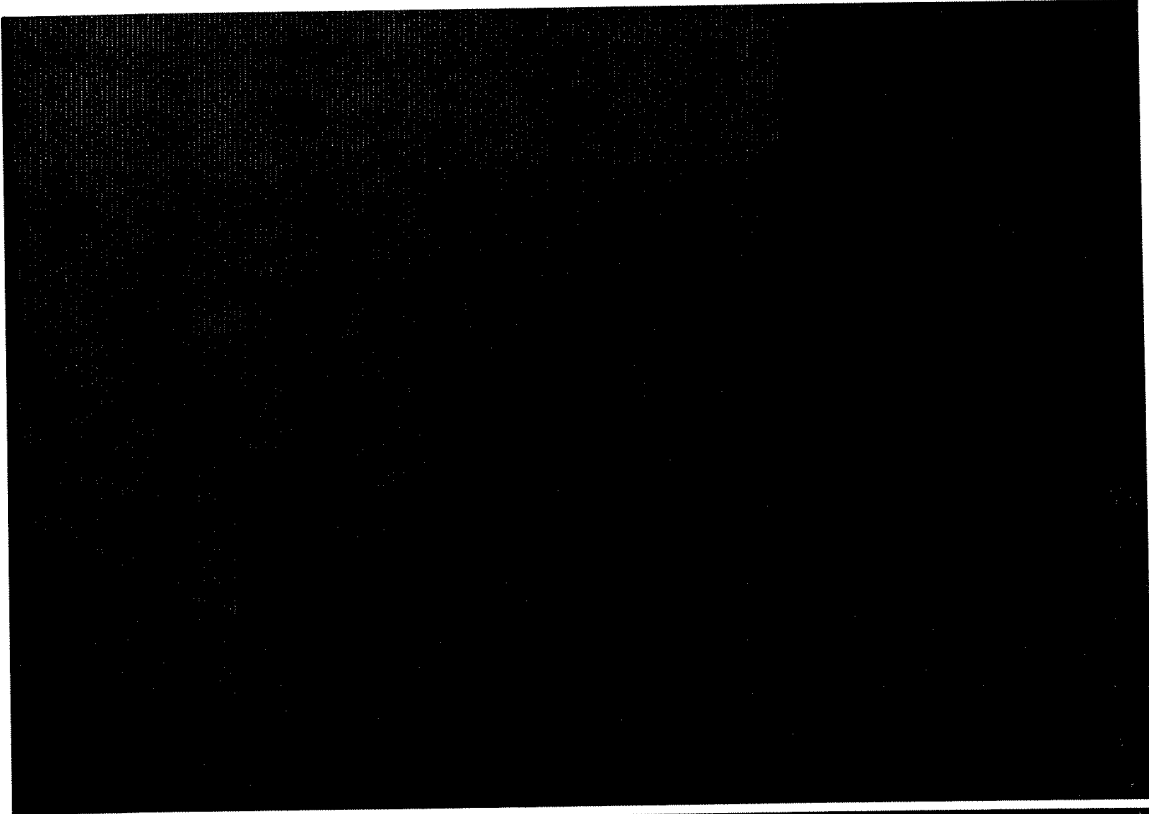
[Redacted]

(e)

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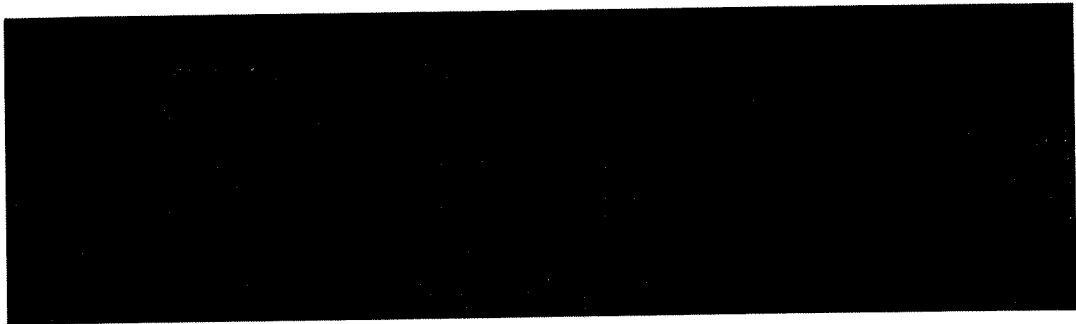
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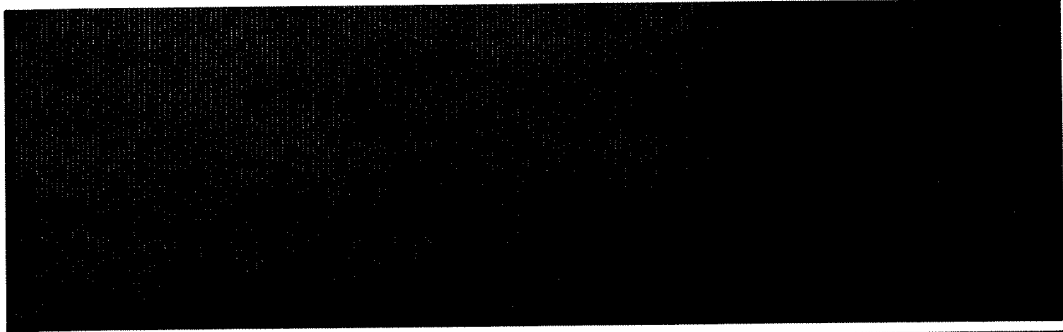




7. Other License Rights

7.1

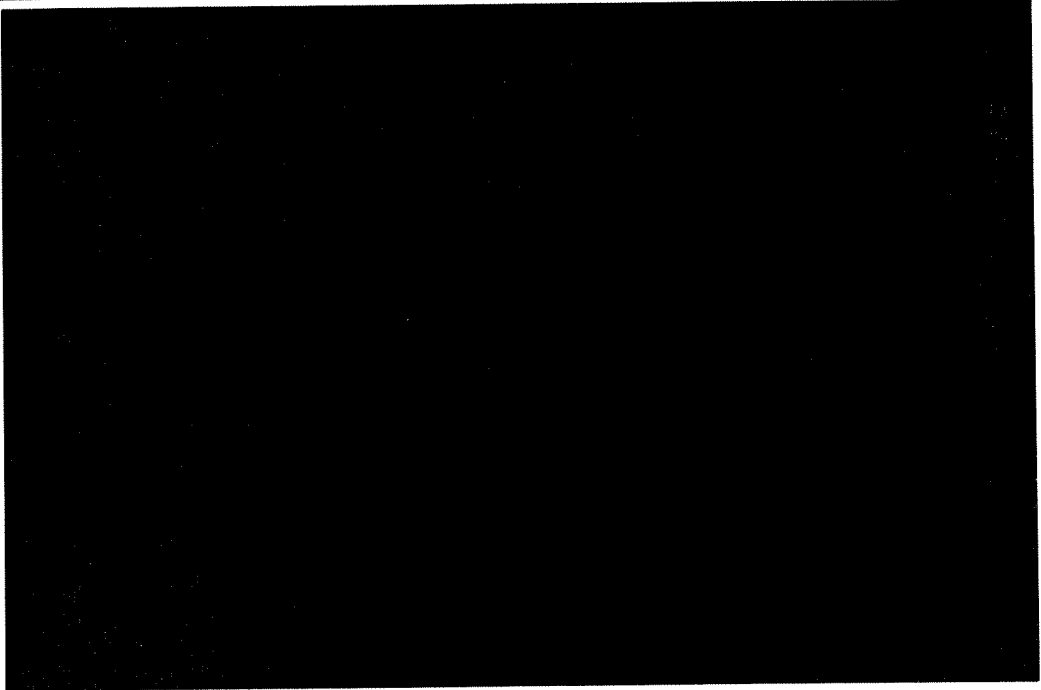




7.2




7.3



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8. Miscellaneous

8.1 Either Party shall be free to assign or grant any right under any of its Licensed Patents provided that the releases, licenses and rights granted hereunder remain unaffected. Any such assignment or grant shall be made subject to (a) all licenses and releases under this Agreement and (b) written agreement to be bound by such terms by such assignee. Any assignment or grant of rights in the Licensed Patents failing to comply with the terms and conditions of this paragraph shall be null and void.

8.2 Neither Party may assign any of its rights  or delegate any of its obligations under this Agreement. Any attempt to do so shall be void. However, a Party which undergoes reorganization or is acquired, sold or merged may assign such rights and delegate such obligations to its legal successor subject to the provisions of Section 6.

8.3 

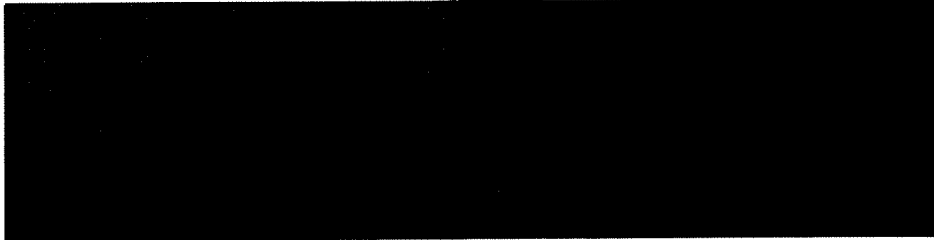


PUBLIC VERSION

8.4 Notices and other communications shall be sent by facsimile or by registered or certified mail to the following addresses and shall be effective upon receipt by the other Party:

For Infineon:

For Elpida:



8.5 Each Party represents and warrants that it has the authority, full right and power to grant the licenses and releases set forth in Sections 2 and 3. Each Party represents and warrants that there are no liens, conveyances, mortgages, assignments, encumbrances, or other agreements that would prevent or impair the full and complete exercise of the terms and conditions of this Agreement, including the releases, licenses, covenants and other rights granted under this Agreement.

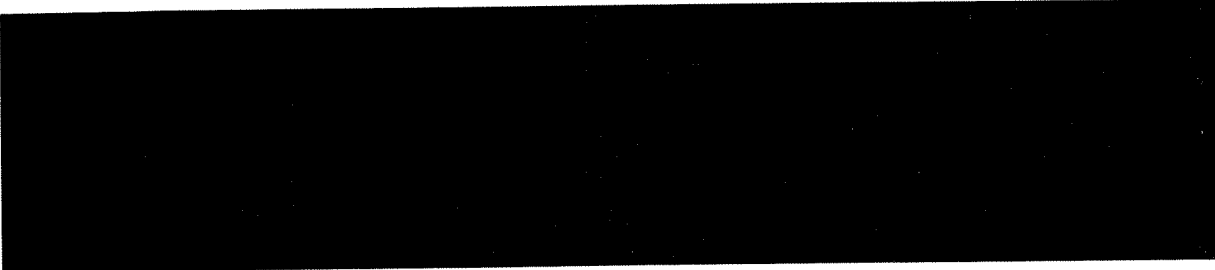
Neither Party makes any other representation or warranty, express or implied, nor shall either Party have any liability in respect of any infringement of patents or other rights of third parties due to the other Party's operation under the license herein granted. In no event shall either Party be liable to the other Party by reason of this Agreement or any breach or termination of this Agreement for any loss of profits or revenue, business interruptions, cost of capital or any special, incidental or consequential damages.

8.6 In particular, without limitation, nothing contained in this Agreement shall be construed as:

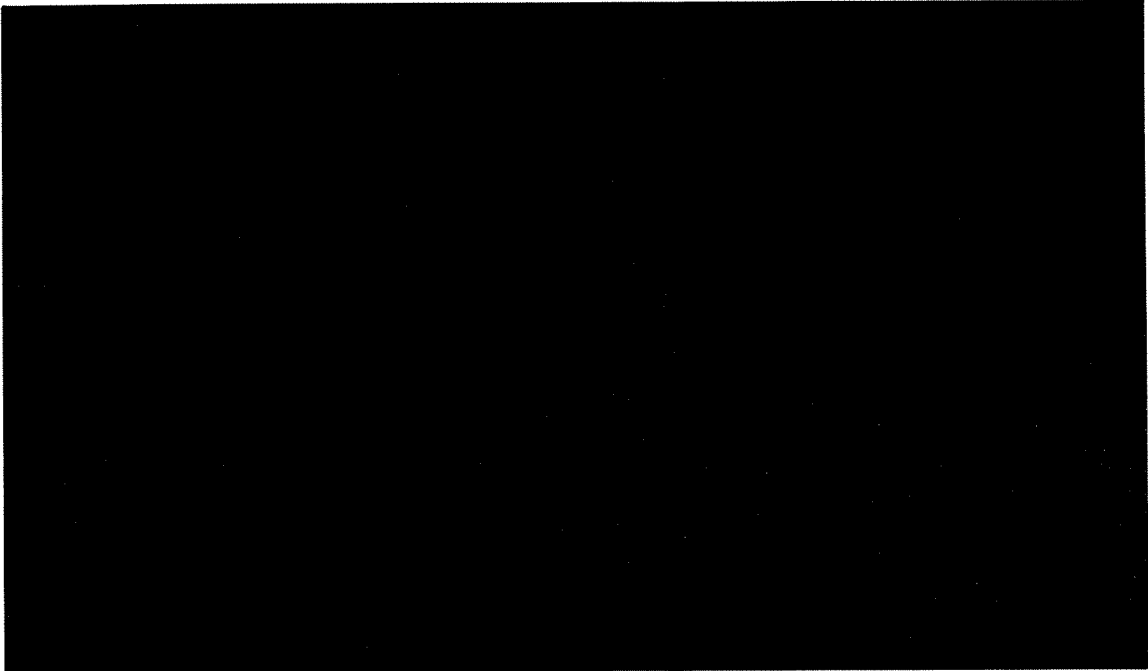
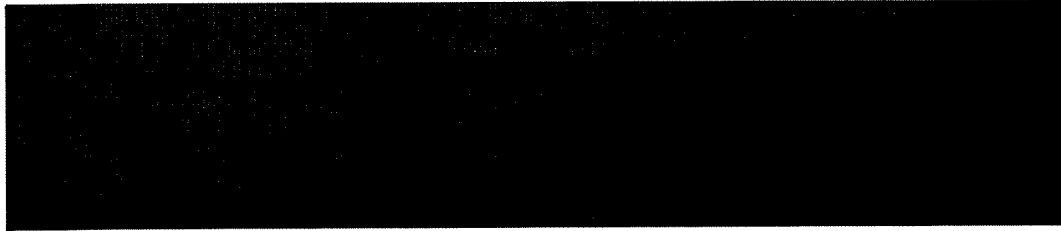
- (a) restricting the right of a Party to make, use, sell, lease or otherwise dispose of any particular product or products not herein licensed;
- (b) an admission by a Party, or a warranty or representation of a Party, as to the validity and/or scope of the Licensed Patents, or a limitation of a Party to contest, in any proceeding the validity and/or scope thereof.
- (c) a warranty or representation by a Party that any manufacture, use, import, sale, lease or other disposition of Grantee Licensed Products will be free from infringement of any patent or other intellectual property rights, other than the Licensed Patents.

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- 8.7 Neither Party shall have any obligation hereunder to institute any action or suit against third parties for infringement of any of its Licensed Patents or to defend any action or suit brought by a third party which challenges or concerns the validity of any of its Licensed Patents. Neither Party shall have any right to institute any action or suit against third parties for infringement of any of the other Party's Licensed Patents. Neither Party, nor any of its Subsidiaries, is required to file any patent application, or to secure any patent or patent rights, or to maintain any patent in force.
- 8.8 This Agreement including the arbitration agreement in Section 8.9 shall be subject to the substantive law in force in the State of California, U.S.A., without reference to its conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.
- 8.9 All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled finally by arbitration administered by the American Arbitration Association under its International Arbitration Rules. Place of arbitration shall be in San Francisco, California, U.S.A. The language to be used in the arbitration proceeding shall be English. The arbitration award shall be rendered in writing and shall be binding upon the Parties and may be entered in any court having jurisdiction thereof. Nothing in this Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction. The courts at the place of arbitration shall not have exclusive jurisdiction to entertain such applications.
- 8.10 This Agreement shall not be binding upon the Parties until it has been signed by or on behalf of each Party. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid, except that either Party may amend its address in Section 8.4 by written notice to the other Party. The requirement of the written form itself can only be waived in writing.



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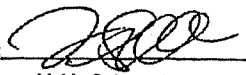
- 8.12 If any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The Parties undertake to replace the invalid provision or parts thereof by a new provision which will meet as closely as possible the economic effect intended by the Parties at the time of execution of this Agreement.

- 8.13 This Agreement embodies the entire understanding of the Parties with respect to the Licensed Patents, and replaces any prior oral or written communications between them.


PUBLIC VERSION

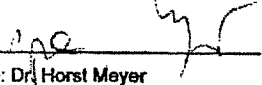
8.14 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives:

Elpida
Date: 5/19/10
By: 
Name: Yukio Sakamoto
Title: President and CEO

By: _____
Name:
Title:

Infineon Technologies AG
Date: 19.05.2010
By: 
Name: Joseph Villela
Title: Vice President Intellectual Property

By: 
Name: Dr. Horst Meyer
Title: Corporate Legal Counsel & Senior Director

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before the Honorable Theodore R. Essex
Administrative Law Judge**

In the Matter of CERTAIN DYNAMIC RANDOM ACCESS MEMORY SEMICONDUCTORS AND PRODUCTS CONTAINING THE SAME, INCLUDING MEMORY MODULES	Inv. No. 337-TA-707
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EXHIBIT B

Public Patent Assignment Agreement

PUBLIC VERSION

Patent Assignment Agreement

("Agreement")

by and between

Infineon Technologies AG

a stock corporation under the laws of Germany
having its registered offices at Am Campeon 1-12, 85579 Neubiberg, Germany
(hereinafter referred to as [REDACTED])
and

Elpida Memory, Inc.

a corporation under the laws of Japan
having its registered offices at 2-1, Yaesu 2-chome, Chuo-ku, Tokyo 104-0028 Japan
(hereinafter referred to as [REDACTED])
(hereinafter collectively referred to as the "Parties" or individually as a "Party")

Preamble

WHEREAS, [REDACTED] has the right to assign its interest in the Assigned Patents (as defined below); and

WHEREAS, subject to certain granted rights, [Infineon] desires to assign its ownership interest in the Assigned Patents and [REDACTED] desires to acquire such ownership interest in the Assigned Patents and to grant certain rights thereunder;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and in Licensed Agreement as defined in Section 1.6, [REDACTED] agree as follows:

1. Definitions

1.1 "Assigned Patents" shall mean [REDACTED]

1.2 "Assignment Date" shall mean the date on which [REDACTED]

1.3 "Due Date" shall mean the latest date on which a payment can be made or an action can be taken without incurring a penalty, surcharge or other additional payment.

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1.4 "Effective Date" shall mean the day specified in Section 5.

1.5

1.6 "License Agreement" shall mean the Patent Cross License Agreement entered into between the Parties as of May 19, 2010.

1.7 "Subsidiary" shall mean a corporation, company or other entity: (a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are now or hereafter owned or controlled, directly or indirectly, by a Party hereto; or (b) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such entity is now or hereafter owned or controlled, directly or indirectly by a Party hereto.

2. Assignment of Rights and Obligations

2.1 Subject to the terms and conditions of this Agreement, [REDACTED] hereby sells, transfers and assigns to [REDACTED] hereby accepts, effective upon the Assignment Date, all of [REDACTED] rights, title and interests in and to the Assigned Patents, including the right to sue for injunctive relief and damages, including past damages, for infringement of any of the Assigned Patents accruing before and after the Assignment Date, to the extent that such rights, titles and interests would have been held by [REDACTED] as of the Assignment Date had this assignment not been made.

2.3 [REDACTED] shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of the [REDACTED] right, title, and interest in and to the Assigned Patents and recordation thereof.

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With respect to the Assigned Patents, upon [REDACTED] written request and at [REDACTED] expense, [REDACTED] will execute all documents and instruments prepared by [REDACTED] and reviewed by [REDACTED] and will do all lawful acts, in each case as legally necessary to perfect the assignment of the Assigned Patents to [REDACTED] in accordance with this Agreement and recordation thereof, provided that [REDACTED] has received from [REDACTED] any such documents requiring [REDACTED] signature not later than sixty (60) calendar days after the Effective Date and not later than thirty (30) calendar days prior to [REDACTED] expected date of recordation.

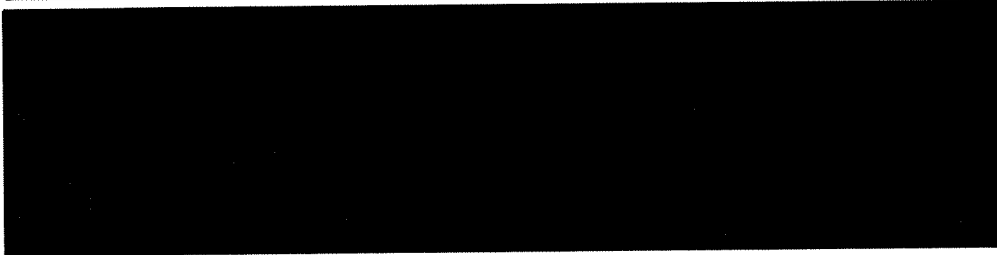
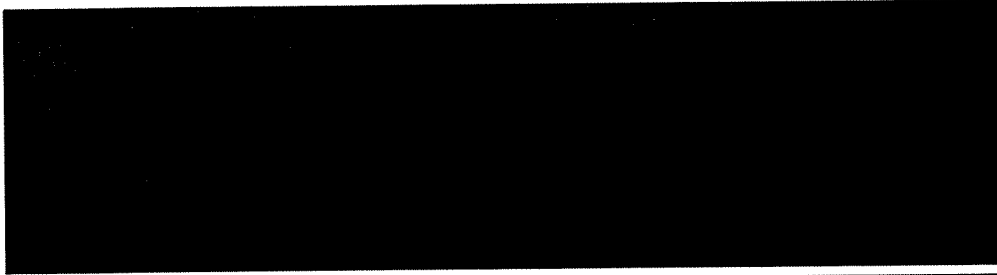
[REDACTED] will, within forty-five (45) days after the Assignment Date, send to [REDACTED] all necessary patent application documents of the Assigned Patents that are within [REDACTED] possession, custody and control, and which have been filed with patent offices including communication documents exchanged between the patent offices and [REDACTED] or its representatives concerning the patent applications included in the Assigned Patents.

- 2.4 [REDACTED] shall be solely responsible for all actions and all costs, including attorneys' fees and patent office fees in any jurisdiction, having a Due Date after the Assignment Date and associated with maintaining the enforceability, further prosecution or enforcement of any of the Assigned Patents. Except as expressly set forth in Sections 2.3 and 2.4, [REDACTED] shall not be obliged to assist in any way in the prosecution, maintenance or enforcement of the Assigned Patents after the Assignment Date of this Agreement.

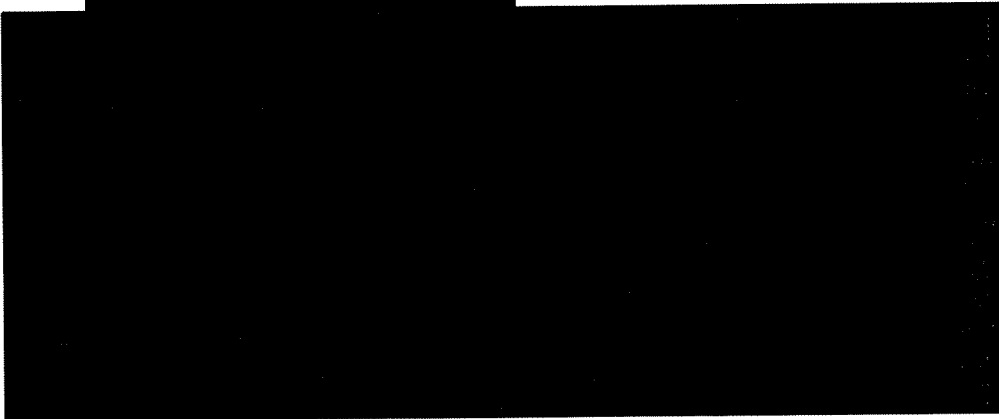
In addition, [REDACTED] shall pay, and [REDACTED] shall compensate [REDACTED] for all patent office fees, including maintenance fees, in any jurisdiction, having a Due Date on or after the Effective Date and prior to the Assignment Date.

At the reasonable request of [REDACTED] will assist [REDACTED] in obtaining, from the respective inventors that are employed by [REDACTED] pertinent facts and documents reasonably necessary for filing or further prosecuting patent applications included in the Assigned Patents, provided that [REDACTED] compensates [REDACTED] for expenses actually incurred.

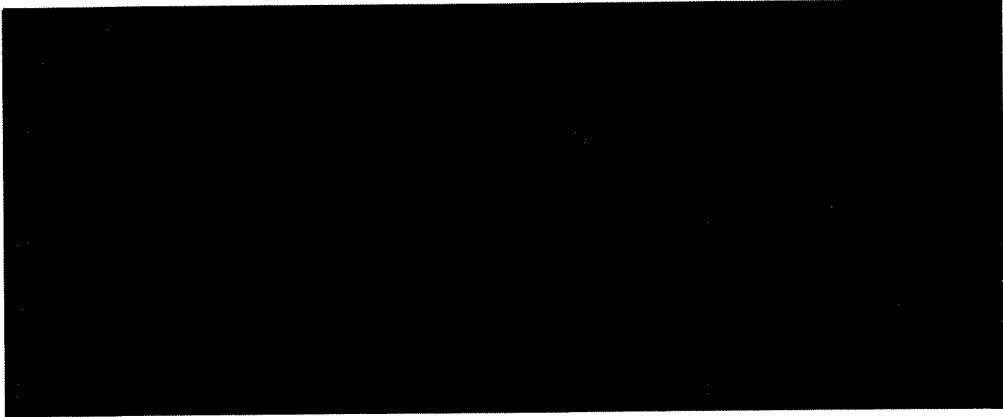
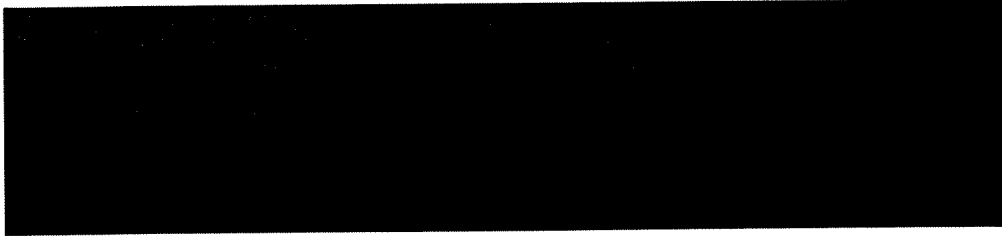
- [REDACTED]
- 2.5 Except as expressly set forth in this Agreement with respect to the Assigned Patents, no license, release, immunity, promise, covenant not to sue, ownership interest, or other right is granted or assigned under this Agreement, either directly or by implication, estoppel, or otherwise. Nothing in this Agreement shall be construed as requiring a Party to furnish to the other Party any technical or other information or services whatsoever or imposing on any Party an obligation to bring or prosecute actions or suits against third parties for infringement.



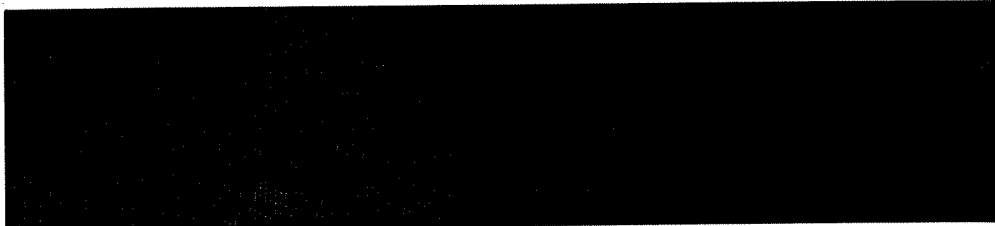
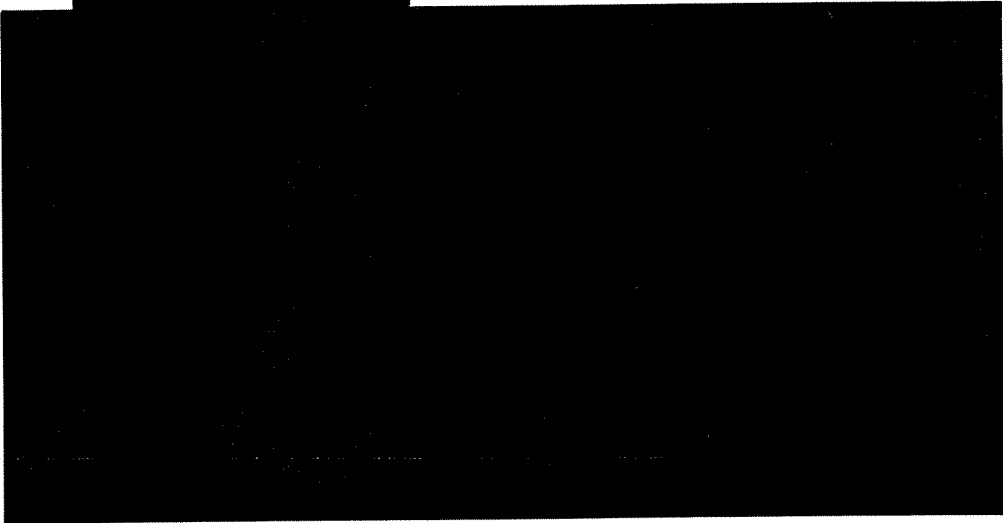
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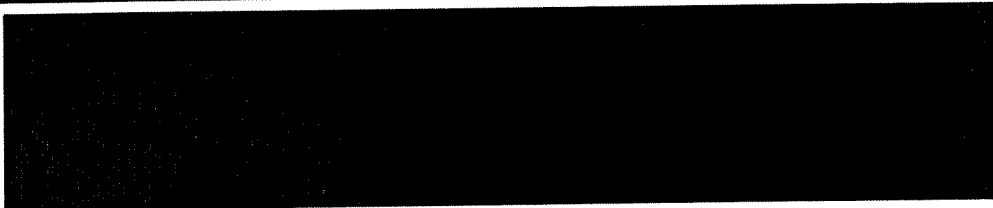
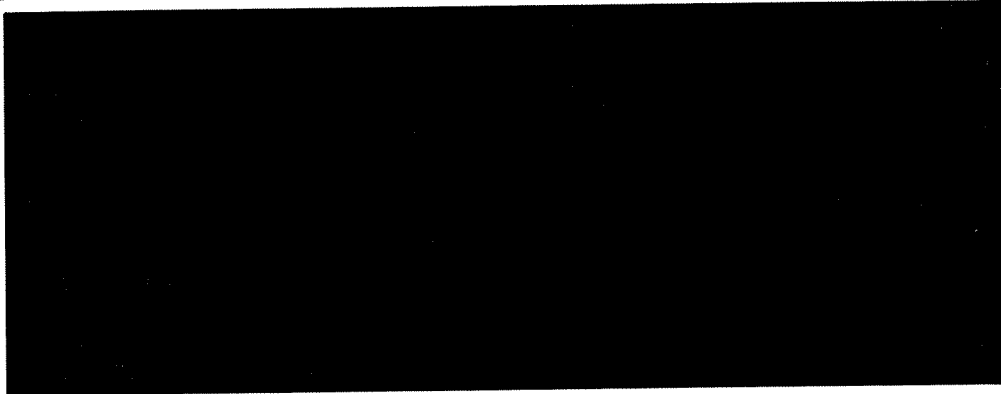
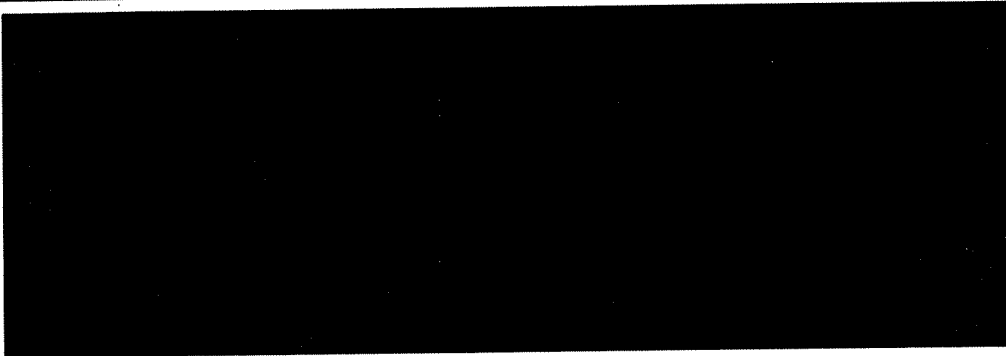
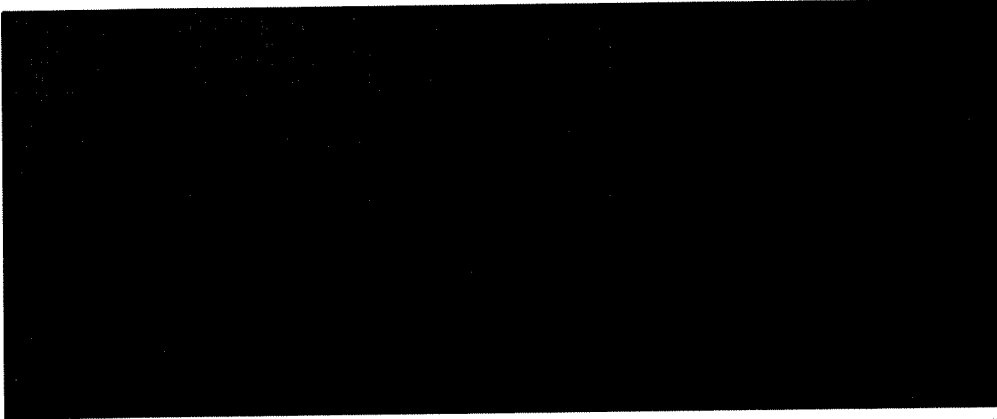
PUBLIC VERSION



4.



PUBLIC VERSION

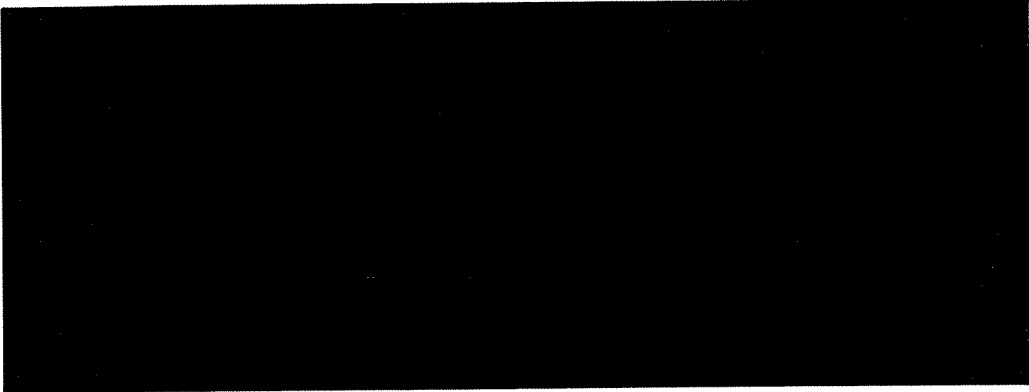



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5. Effective Date

This Patent Assignment Agreement is being signed concurrently with the License Agreement. The Effective Date of this Agreement is the same as the effective date of the License Agreement.

6. Limitation of Warranty and Liability

- 6.1 Each Party represents and warrants that it is a company duly formed and validly existing under the laws of the jurisdiction of its formation, it has the full right and authority to enter into this Agreement and to carry out its obligations hereunder, and the execution of this Agreement has been duly authorized internally by all requisite corporate actions on the part of such Party.
- 6.2 [REDACTED] represents and warrants that, as of the Effective Date, it owns, directly or indirectly, the rights, title, and interest in the Assigned Patents as assigned to [REDACTED] under this Agreement.
- 6.3 [REDACTED] represents and warrants that it has not been notified in writing that any of the Assigned Patents have been placed into reissue or reexamination or any interferences have been filed under the applicable patent law.
- 6.4 [REDACTED] represents and warrants that it did not allow any patent application of the Assigned Patents to go abandoned and paid the maintenance fees and annuities due prior to the Assignment Date for the Assigned Patents.
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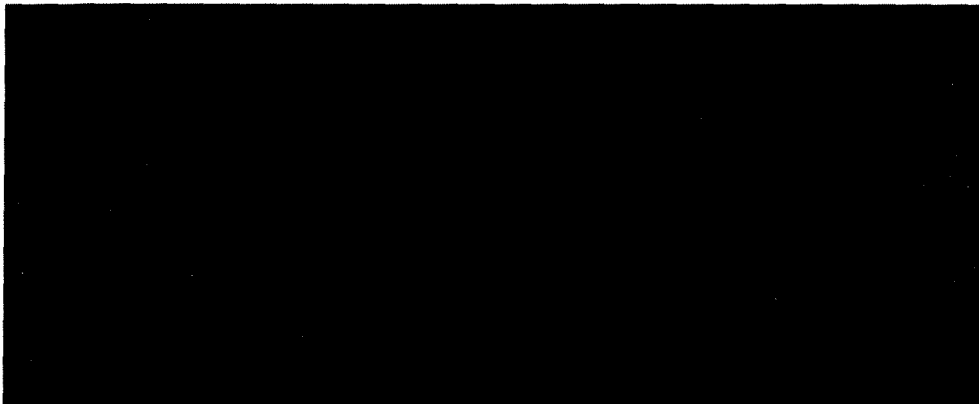
PUBLIC VERSION



7. Miscellaneous

7.1 Notices

Notices and other communications relevant to this Agreement or to any of the Assigned Patents shall be sent by facsimile, by registered or certified mail or by reputable courier to the following address. Notices and other communications sent by mail or courier shall be effective upon deposit with the postal service or with the courier.



7.2 No Trademark License

Nothing contained in this Agreement shall be construed as conferring any right to use any name, trade name, trademark, trade dress or other designation of either party hereto or of any of its Subsidiaries. Each Party hereto agrees not to use or refer to this Agreement or any provision hereof in any promotional activity without the express written approval of the other Party.

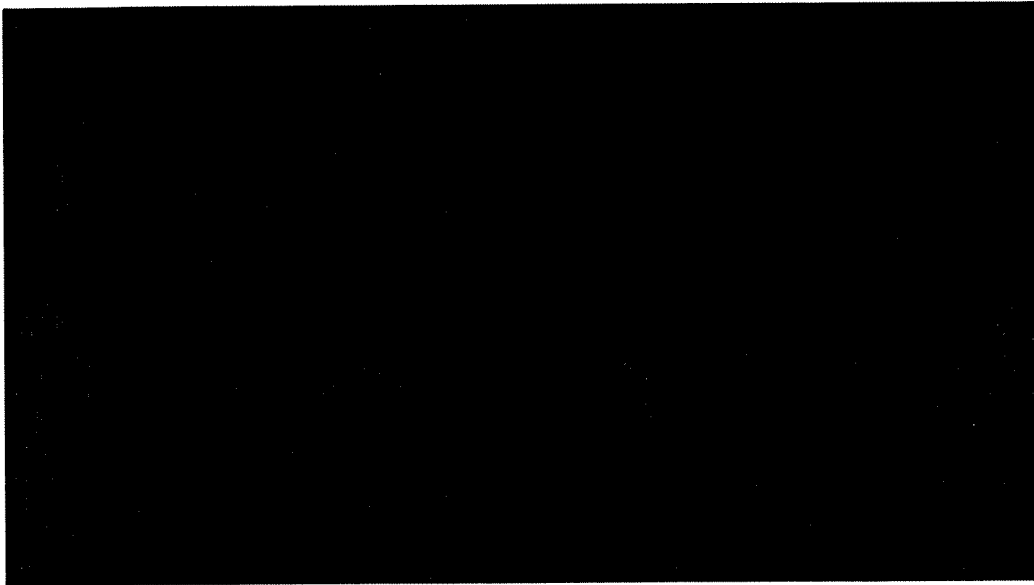
7.3 Export and Import Compliance

Export of controlled commodities, technical data, or information about such commodities or data may be prohibited by law. [REDACTED] agrees to take all steps reasonably necessary to comply with applicable export and import laws and regulations as they apply to use and distribution of the subject matter of this Agreement.

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7.4 Non-Waiver

No express or implied waiver by any of the Parties to this Agreement of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent or continuing breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement of the same or of a different nature. Any waiver, consent, or approval of any kind regarding any breach, violation, default, provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.



7.6 Entire Agreement

This Agreement and all documents referred to herein, constitutes the entire agreement between the Parties with respect to the subject matter therein described, and supersedes any prior or simultaneous communications, representations or agreements with respect hereto, whether oral or written.

7.7 Written Form

Additions and amendments to this Agreement shall only be valid if made in writing and duly signed by the Parties. The requirement of the written form itself can only be waived in writing.

7.8 No Assignment

Neither Party may assign this Agreement, delegate its obligations or assign its rights hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing and without consent of the other Party, [Infiniteon] may

PUBLIC VERSION

assign this Agreement, delegate its obligations or assign its rights hereunder (i) to a Subsidiary or (ii) to a third party to whom all or substantially all assets of [REDACTED] are transferred.

7.9 No Agency

The Parties are independent contractors and nothing in this Agreement is intended or shall be construed as one Party being an agent, partner, or joint venturer of the other Party.

7.10 Dispute Resolution

All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled finally by arbitration administered by the American Arbitration Association under its International Arbitration Rules. Place of arbitration shall be in San Francisco, California, U.S.A. The language to be used in the arbitration proceeding shall be English. The arbitration award shall be rendered in writing and shall be binding upon the Parties.

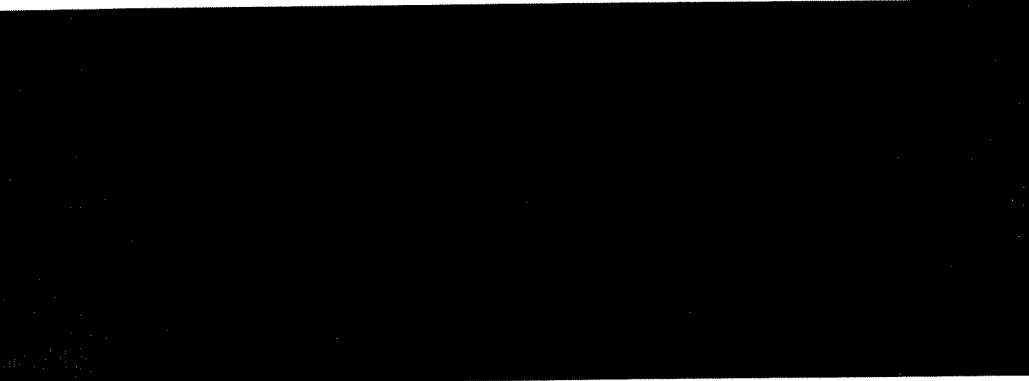
7.11 Governing Law

This Agreement, including the arbitration agreement in Section 7.10, shall be subject to the substantive law in force in the State of California, U.S.A. without reference to its conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. This Agreement and its terms shall be construed according to the law in the State of California, U.S.A.

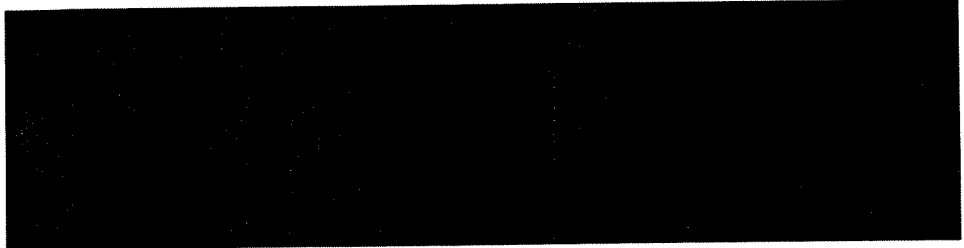
7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The Parties undertake to replace the invalid provision or parts thereof by a new provision which will meet as closely as possible the economic effect intended by the Parties at the time of execution of this Agreement.



7.13 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.


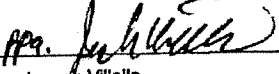


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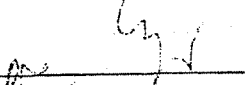


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives:


By 
Name: Yukio Sakamoto
Title: President and CEO
Date 5/19/10

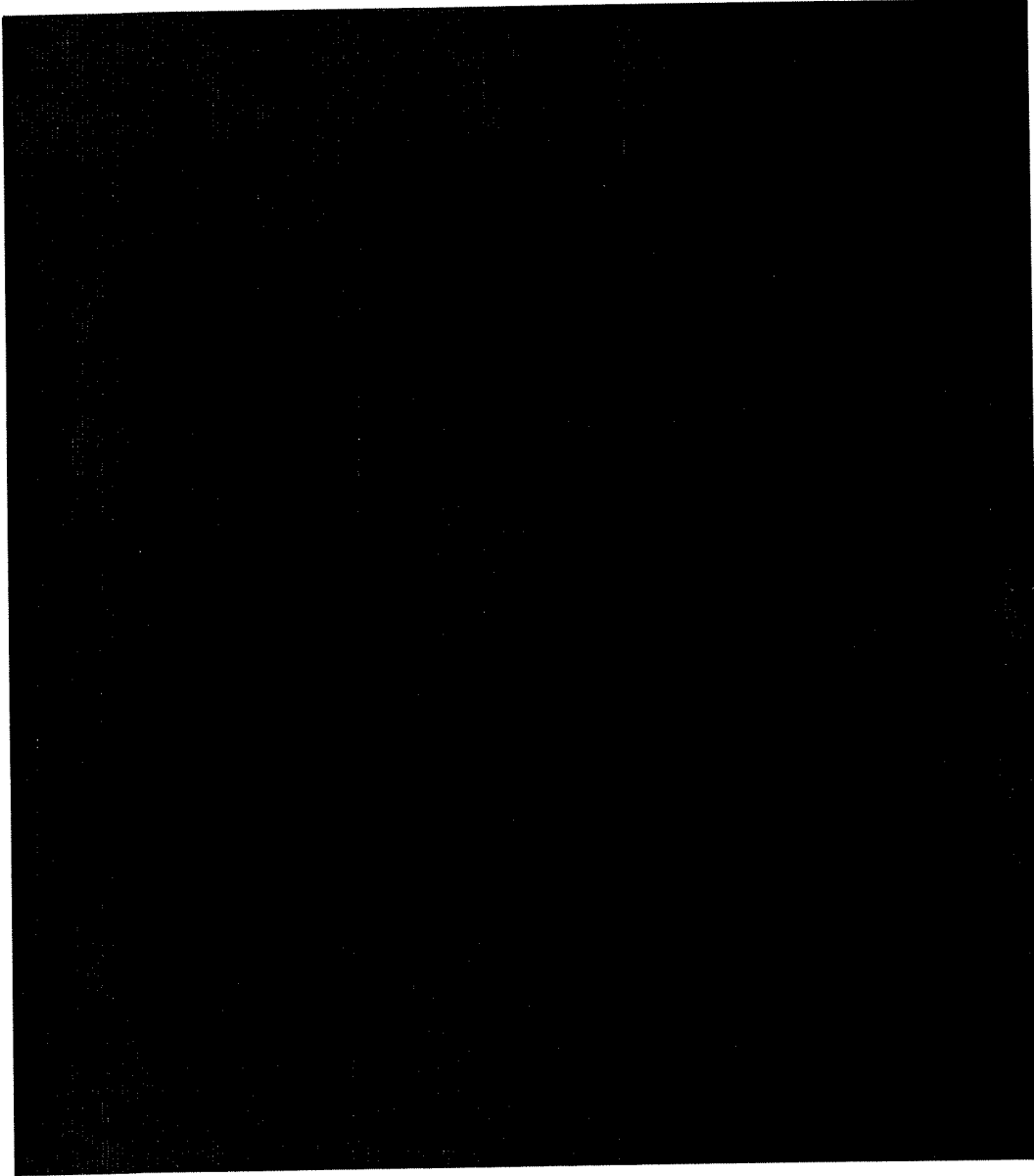

By 
Name: Joseph Vilella
Title: Vice President Intellectual Property
Date 19.05.2010

By _____
Name
Title
Date _____

By 
Name: Dr. Horst Meyer
Title: Corporate Legal Counsel & Senior Director
Date 16.05.2010

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EXHIBIT A



**CERTAIN DYNAMIC RANDOM ACCESS
MEMORY SEMICONDUCTORS AND
PRODUCTS CONTAINING SAME,
INCLUDING MEMORY MODULES**

Inv. No. 337-TA-707

CERTIFICATE OF SERVICE

I, Helen Chin, hereby certify that on June 18, 2010, copies of the foregoing documents were served upon the following parties as indicated:

The Honorable Marilyn R. Abbott
Secretary
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W.
Washington, DC 20436
(Original and 6 Copies)

- Via First Class Mail
- Via Hand Delivery
- Via Federal Express
- Via Facsimile
- Via Electronic mail
- Via Electronic Filing

The Honorable Theodore R. Essex
Administrative Law Judge
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 317-H
Washington, DC 20436
(2 Copies)
E-mail: Tamara.Lee@usitc.gov

- Via First Class Mail
- Via Hand Delivery
- Via Federal Express
- Via Facsimile
- Via Electronic mail

Juan S. Cockburn
Office of Unfair Import Investigations
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 401-C
Washington, DC 20436
E-mail: Juan.Cockburn@usitc.gov

- Via First Class Mail
- Via Hand Delivery
- Via Federal Express
- Via Facsimile
- Via Electronic mail

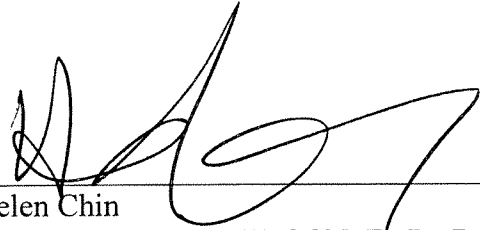
***Counsel for Complainants Infineon Technologies
AG and Infineon Technologies North America
Corp.***

Robert A. Whitman
Richard C. Pettus
Scott E. Kolassa
KING & SPALDING LLP
1185 Avenue of the Americas
New York, NY 10036
E-mail: InfineonITC@kslaw.com

- Via First Class Mail
- Via Hand Delivery
- Via Overnight Courier
- Via Facsimile
- Via Electronic mail

Gilbert B. Kaplan
Jeffrey M. Telep
KING & SPALDING LLP
1700 Pennsylvania Ave NW, Suite 200
Washington, DC 20006
E-mail: InfineonITC@kslaw.com

- Via First Class Mail
- Via Hand Delivery
- Via Overnight Courier
- Via Facsimile
- Via Electronic mail



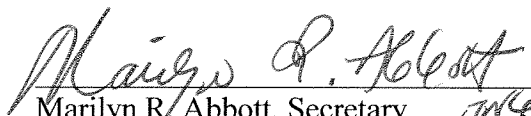
Helen Chin
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
901 New York Avenue, N.W.
Washington, D.C. 20001
(202) 408-4000

**IN THE MATTER OF CERTAIN DYNAMIC RANDOM
ACCESS MEMORY SEMICONDUCTORS, AND PRODUCTS
CONTAINING SAME, INCLUDING MEMORY MODULES**

Inv. No. 337-TA-707

CERTIFICATE OF SERVICE

I, Marilyn R. Abbott, hereby certify that the attached **ORDER 10** has been served by hand upon, the Commission Investigative Attorney, **Juan S Cockburn, Esq.** and the following parties as indicated on June 29, 2010.


Marilyn R. Abbott, Secretary *MR*
U.S. International Trade Commission
500 E Street, SW, Room 112A
Washington, D.C. 20436

**COMPLAINANTS INFINEON TECHNOLOGIES AG AND INFINEON
TECHNOLOGIES NORTH AMERICAN CORP:**

Gilbert B. Kaplan, Esq..
Jeffrey M. Telep, Esq.
KING & SPALDING
1700 Pennsylvania Avenue, NW
Washington, DC 20006-4706

() Via Hand Delivery
() Via Overnight Mail
() Via First Class Mail
() Other: _____

**RESPONDENTS ELPIDA MEMORY INC., AND ELPIDA MEMORY (USA) INC.:
REXCHIP ELECTRONICS CORPORATION, TRANSCEND INFORMATION INC.,
TRANSCEND USA, APACER TECHNOLOGY, INC., APACER MEMORY AMERICA,
INC., CORSAIR MEMORY, CORSAIR MEMORY (TAIWAN), MUSHKIN INC.,
MUSHKIN APAC, A-DATA TECHNOLOGY CO. LTD., and A-DATA TECHNOLOGY
(USA) CO. LTD., :**

Smith R. Brittingham IV, Esq.
Thomas H. Jenkins, Esq.
**FINNEGAN, HENDERSON, FARABOW
GARRETT & DUNNER, LLP**
901 New York Avenue, NW
Washington, DC 20001

() Via Hand Delivery
() Via Overnight Mail
() Via First Class Mail
() Other: _____

**IN THE MATTER OF CERTAIN DYNAMIC RANDOM
ACCESS MEMORY SEMICONDUCTORS, AND PRODUCTS
CONTAINING SAME, INCLUDING MEMORY MODULES**

Inv. No. 337-TA-707

CERTIFICATE OF SERVICE - PAGE 2

**RESPONDENTS: KINGSTON TECHNOLOGY COMPANY, INC., KINGSTON
TECHNOLOGY (SHANGHAI) CO., LTD., KINGSTON TECHNOLOGY FAR EAST CO.
LTD., KINGSTON TECHNOLOGY FAR EAST (M) SDN. BHD., PAYTON
TECHNOLOGY CORP.**

Christine Yang, Esq.
Ingrid Yang, Esq.
**LAW OFFICES OF
SJ CHRISTINE YANG**
17220 Newhope Street, Suites 101-102
Fountain Valley, CA 92708

() Via Hand Delivery
() Via Overnight Mail
() Via First Class Mail
() Other: _____

**IN THE MATTER OF CERTAIN DYNAMIC RANDOM
ACCESS MEMORY SEMICONDUCTORS, AND PRODUCTS
CONTAINING SAME, INCLUDING MEMORY MODULES**

Inv. No. 337-TA-707

CERTIFICATE OF SERVICE - PAGE 3

PUBLIC MAILING LIST

Heather Hall
LEXIS - NEXIS
9443 Springboro Pike
Miamisburg, OH 45342

- Via Hand Delivery
- Via Overnight Mail
- Via First Class Mail
- Other: _____

Kenneth Clair
THOMSON WEST
1100 Thirteenth Street, NW, Suite 200
Washington, D.C. 20005

- Via Hand Delivery
- Via Overnight Mail
- Via First Class Mail
- Other: _____