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12-06-1999



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REGISTRATION SHEET

Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents

original documents or copy thereof

1. Name of conveying party(ies):

NEC Medical Systems, Ltd.  
NEC Corporation

2. Name and address of receiving party(ies):

Name: GE Medical Systems Global Technology Company, LLC

Internal Address: \_\_\_\_\_

Street Address: 3000 North Grandview Blvd.

City: Waukesha State: WI Zip: 53188

Additional name(s) of conveying party(ies) attached?  Yes  No

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: September 30, 1999

4. Application number(s) or patent number(s)

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No. (s) 08/565,242  
08/846,496

B. Patent No.(s) 4,701,874  
4,704,681

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christian G. Cabou

Internal Address: GE Medical Systems, W-710

Street Address: 3000 North Grandview Blvd.

City: Waukesha State: WI Zip: 53188

6. Total number of applications and patents involved:

4

7. Total Fee (37 CFR 34) ..... \$160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 07-0845

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Y. Price

Name of person signing

*Phyllis Y. Price*  
Signature

November 19, 1999

Date

12/06/1999 DNGUYEN 00000092 070845 08565242

01 FC 581 160.00 CH

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D. C. 20231

PATENT  
REEL: 010404 FRAME: 0796

## ASSIGNMENT AGREEMENT

This Agreement is made as of the 30th day of September, 1999, among GE Medical Systems Global Technology Company, LLC, a Delaware limited liability company ("GTC") and the following Japanese corporations:

- i. NEC Medical Systems, Ltd. ("NECMS");
- ii. NEC Corporation ("NEC"); and

NECMS, and NEC are referred to, jointly and severally, as the "Proprietors".

### RECITALS

- A. GE Medical Systems ("GEMS"), a division of General Electric Company ("GE"), NEC and NECMS have entered into a Transaction Agreement dated as of September 30, 1999 (the "Transaction Agreement") to create a joint venture to sell and service certain medical equipment.
- B. Pursuant to the Transaction Agreement, NEC and NECMS have agreed to assign to GTC certain Intellectual Property owned by Proprietors.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

1.1 Defined terms used in this Agreement shall have the meanings specified in this Agreement or, if not so specified, in the Transaction Agreement or Shareholder Agreement.

1.2 As used in this Agreement, the following terms shall have the following meanings:

Delayed IP is defined in Annex B to the Transaction Agreement.

Work means all works of authorship fixed in a tangible medium of expression (whether or not published and whether or not containing a copyright notice).

**ARTICLE II**  
**ASSIGNMENT AND TRANSFER**

- 2.1 Subject to the provisions herein, Proprietors as beneficial owners hereby jointly and severally assign to GTC, its successors and assigns absolutely, all of the Intellectual Property to be conveyed under Annex B to the Transaction Agreement together with (i) all of Proprietors' rights and interests in respect of such Intellectual Property; (ii) all vested, contingent and future rights in and to such Intellectual Property whether now known or in the future created (including corresponding rights under international agreements and conventions, registrations, renewals and extensions of any of such Intellectual Property) to which Proprietors are now or may at any time after the date of this assignment be entitled by virtue of or pursuant to any of the laws in force in any part of the world; and (iii) all causes of action accrued or to accrue as of the date of this assignment for infringement or other unauthorized use of such Intellectual Property
- 2.2 Notwithstanding the provisions of Article 2.1 above, the assignment of the Delayed IP to GTC, whether in whole or in part, shall only be perfected and rights finally conveyed to and vested in GTC, its successors and assigns at the time provided in Annex B to the Transaction Agreement.
- 2.3 Proprietors acknowledge that pursuant to the Transaction Agreement, certain Intellectual Property belonging to NEC Gumma, Ltd. (an affiliate of Proprietors) is to be assigned to GTC. As such, Proprietors hereby covenant that Proprietors shall within forty five (45) days from the date of this Agreement, procure and ensure that NEC Gunma, Ltd. assigns to GTC the aforementioned Intellectual Property without any cost to GTC and on terms identical with those contained in this Agreement.
- 2.4 Specifically and without prejudice to the foregoing clause, the intellectual property identified in Schedule 1 to this Agreement forms part of the Intellectual Property hereby assigned by Proprietors to GTC and to be assigned by NEC Gunma, Ltd. to GTC.

**ARTICLE III**  
**RECORDATION OF NEW OWNERSHIP; FURTHER ASSISTANCE**

- 3.1 At the request and expense of GTC, Proprietors shall;
- a. execute any further documents that GTC may reasonably require to enable GTC to become registered at the appropriate registries or governmental authority as the proprietor of any of the Intellectual Property assigned by Proprietors to GTC; and
  - b. assist GTC and do all that is necessary to enable GTC to enjoy all rights and privileges of ownership of the Intellectual Property assigned by Proprietors to GTC, including but not limited to (i) assisting GTC in obtaining patents or similar protection for the inventions covered by the Patents or Patent Applications in any part of the world, and (ii) enforcing the Intellectual Property against others.

**ARTICLE IV**  
**REPRESENTATIONS, WARRANTIES AND INDEMNITY**

- 4.1 Proprietors represent and warrant to GTC, for its benefit and that of its successors and assigns, as set forth in section 10 of Annex C of the Transaction Agreement; which provision is incorporated herein by reference.
- 4.2 The provisions of Article VIII of the Transaction Agreement, EXCEPT section 8.01 of the same, that are stated therein to apply to Transaction Documents, as in effect from time to time, are incorporated herein by reference.

**ARTICLE V**  
**FURTHER ASSURANCES**

- 5.1 With respect to each Work forming part of the Intellectual Property assigned hereunder to GTC, Proprietors have obtained from the respective author an irrevocable and unconditional waiver of the author's moral rights in respect of such Work in all parts of the world under any laws in force from time to time. Proprietors, insofar as it is possible, hereby passes on the benefit of such waiver to GTC. In the event that it is not possible to pass on the benefit of the waiver to GTC or where Proprietors have not so obtained such waiver, Proprietors agree to render every assistance to GTC to obtain the necessary waivers or consents from the authors.
- 5.2 Without prejudice to the generality of Article 4.1, in the event that Proprietors do not own all rights to the Intellectual Property or that the Intellectual Property is jointly owned by the Proprietors and some other party, then the Proprietors shall forthwith upon the execution of this Agreement obtain from such other parties the necessary consents, and provide evidence of such consents having been granted to GTC, so as to enable Proprietors to assign their interest in such intellectual property to GTC and to enable GTC to fully enjoy the rights assigned herein by the Proprietors.
- 5.3 Until the all rights to the Intellectual Property have been finally and fully conveyed to GTC, its successors and assigns, Proprietors shall not do, cause to be done or omit to do anything that would prejudice the scope, validity, or enforceability of the Intellectual Property, or anything that would prejudice GTC's interest in the Intellectual Property. Proprietors shall not deal with Intellectual Property in any way without the express written consent of GTC, nor shall Proprietors abandon or cause to be abandoned any application or prosecution in respect of the Intellectual Property. Proprietors shall ensure that the Intellectual Property remains valid, in effect and enforceable until such time as the Intellectual Property is finally and fully conveyed to GTC.

**ARTICLE VI**  
**CROSS LICENSE ARRANGEMENT**

- 6.1 It is understood by the parties that NEC has entered into patent cross license agreements ("CL Agreements") with third parties ("CL Third Parties"), which include the grant of licenses to CL Third Parties under patents of NEC and NEC's subsidiaries. None of the CL Third Parties is a significant

competitor in the field of Specified Medical Equipment, and none of the CL Agreement imposes any restriction or burden on NEC or its subsidiaries. It is agreed and confirmed by the parties that the licenses and other rights granted by NEC to CL Third Parties (and their subsidiaries and other related companies) under patents and patent applications assigned in accordance with this Agreement will continue in effect after the assignment as provided in the CL Agreements.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

7.1 The provisions of Article X of the Transaction Agreement that are stated therein to apply to Transaction Documents, as in effect from time to time, are incorporated herein by reference.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date written below by its duly authorized representative(s).

*Address for Notices*


3000 N. Grandview Boulevard, W-710  
Waukesha, Wisconsin 53188, USA  
Facsimile : +1 (262) 544-3039  
Attention : General Manager

*With copy to:*

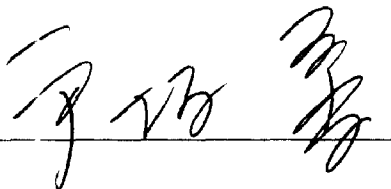
General Counsel  
GE Medical Systems Asia  
Lee Gardens – 33 Hysan Avenue  
Causeway Bay, Hong Kong  
Facsimile : +852 2100 6291

*Address for Notices*

**GE Medical Systems Global Technology  
Company LLC**

By:   
Name: Scott C. Donnelly  
Title: President

**NEC Corporation**

By:   
Name:  
Title:

By: 山本克己  
Name:  
Title:

山本

**Schedule 1**  
(Article 2.3)

**A. Patents**

Appln. No.	Filing. Date	Patent No.	Issued Date	Owner(s)
58-060263	4/6/83	1671788	6/12/92	NEC & Shiro Usui
58-060264	4/6/83	1716732	12/14/92	NEC & Shiro Usui
59-079198	4/19/84	1663861	5/19/92	NEC
59-133705	6/28/84	1635876	1/31/92	NEC
59-187369	9/7/84	1650032	3/30/92	NEC
61-166006	7/15/86	1728432	1/19/93	Nippon Denki Sanei
01-061489	3/14/89	1683956	7/31/92	NEC
02-175633	7/3/90	2569910	10/24/96	NEC
03-027041	2/21/91	2692393	9/5/97	NEC
06-200382	8/25/94	2665161	6/20/97	Gunma NEC
06-314528	12/19/94	2637933	4/25/97	NEC & Nagano Nippon Musen
07-005569	1/18/95	2699905	9/26/97	NEC
07-167279	7/3/95	2827969	9/18/98	NEC
07-288435	11/7/95	2716020	11/7/97	NEC
07-322317	11/15/95	2746239	2/13/98	NEC
08-072877	3/27/96	2783277	5/22/98	NEC
08-285483	10/28/96	2793579	6/19/98	Gunma NEC
08-294901	11/7/96	2845845	10/30/98	Gunma NEC
08-345005	12/25/96	2828246	9/18/98	Gunma NEC
09-014218	1/28/97	2927262		NEC
09-090831	4/9/97	2859244	12/4/98	NEC & NEC Medical Systems
10-145630	5/27/98	2894346	3/5/99	NEC
10-185905	7/1/98	2907211	4/2/99	NEC
10-187236	7/2/98	2914377	4/16/99	NEC

Foreign Appln. No.	Patent. No.	Issued Date	Country
479447-8	1258099	8/1/89	CA
1995 -45384	153310	7/3/98	KR
724468	4704681	11/3/87	US
08/560447	4701874	10/20/87	US

**B. Patent Applications**

Appln. No.	Filing Date	Applicant(s)
02-221595	8/23/90	NEC
05-119140	4/21/93	Kazuyuki Ikeda, Nippon Denki Sanei, Yoshimitsu Sanjo, Daisaku Ichijo
05-230435	9/16/93	Sekisui Kasei, Nippon Denki Sanei
05-230442	9/16/93	Sekisui Kasei, Nippon Denki Sanei
06-16702	2/10/94	Nippon Denki Sanei
08-215667	8/15/96	NEC
09-105864	4/23/97	NEC
09-226769	8/22/97	NEC
09-229450	8/26/97	NEC
10-063189		NEC
10-202619		NEC
10-279294		NEC
11-87978		NEC Med Systems
11-92276		NEC Med Systems
11-92277		NEC Med Systems
NEC MS Ref. No.2083		
NEC MS Ref. No.2084		

Foreign Appln. No.	Country
08/565242	US
08/846496	US

**C. Utility Model Registrations**

Appln. No.	Filing Date	Registration No.	Issued Date	Owner(s)
60-173190	11/11/85	1911370	6/11/92	NEC
61-6078	1/20/86	1891667	3/9/92	Nippon Denki Sanei
61-028736	2/28/86	1874120	11/25/91	NEC
61-117685	7/31/86	1911377	6/11/92	NEC
61-171241	11/7/86	1876349	12/11/91	NEC
61-200973	12/26/86	1891697	3/9/92	NEC
63-105023	8/9/88	2037711	11/7/94	NEC
01-051543	4/28/89	1911389	6/11/92	NEC
01-111846	9/25/89	2070999	7/21/95	Nippon Denki Sanei

*Handwritten marks:* A signature and the number 17.



**D. Design Registrations**

Appln. No.	Filing Date	Registration No.	Issued Date	Owner(s)
7-010754	4/18/95	992497	6/6/97	NEC

**E. Trademark Registrations**

Appln. No.	Filing Date	Reg. No.	Issued Date	Owner(s)	Registered TM	Designated Goods/ Class
56-80523	9/24/81	1716878	9/26/84	NEC	KARTIZER	Class 10
56-80524	9/24/81	1716879	9/26/84	NEC	KARTIZER in Katakana	Class 10
59-65492	6/22/84	1960178	6/16/87	NEC Med Systems	BIOVIEW	Medical Apparatus & Instruments, etc./Class 10
59-65493	6/22/84	1960179	6/16/87	NEC Med Systems	BIOVIEW in Katakana	Medical Apparatus & Instruments, etc./Class 10
60-15179	2/19/85	2209605	2/23/90	Nippon Denki Sanei	CARDIOPAC in Katakana	Medical Apparatus & Instruments, etc./Class 10
60-15180	2/19/85	2209606	2/23/90	Nippon Denki Sanei	CARDIOPAC	Medical Apparatus & Instruments, etc./Class 10
62-39439	4/8/87	2209016	2/23/90	NEC	Heart Port	Electronic apparatus and instruments, etc. other than medical apparatus and instruments/Class 11
63-71242	6/21/88	2254529	8/30/90	NEC	Heart Port	Medical apparatus and instruments, etc./Class 10
63-111254	9/29/88	2441174	7/31/92	Nippon Denki Sanei	BIORODE in Katakana?BIORODE	Medical Apparatus & Instruments, etc./Class 10
63-111255	9/29/88	2332910	9/30/91	Nippon Denki Sanei	BIORODE in Katakana?BIORODE	Electronic Apparatus & Instruments Other Than Medical Apparatus & Instruments/Class 11
01-87232	7/29/89	2402748	4/30/92	Nippon Denki Sanei	BioKit	Medical Apparatus & Instruments, etc./Class 10
01-148282	12/26/89	2367368	12/25/91	Nippon Denki Sanei	SYNAFIT	Medical Apparatus & Instruments, etc./Class 10
02-55705	5/17/90	2539397	5/31/93	Nippon Denki Sanei	Biopace	Electronic Apparatus & Instruments Other Than Medical Apparatus & Instruments/Class 11

*Handwritten marks:*  
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Appln. No.	Filing Date	Reg. No.	Issued Date	Owner(s)	Registered TM	Designated Goods/ Class
03-110077	10/23/91	2691421	8/31/94	NEC Med Systems	Biotach in Katakana/ Biotach	Auxiliary Medical Apparatus/Class 1
4-12489	2/10/92	2665217	5/31/94	NEC	Cario Pal	Class 11
4-12490	2/10/92	2665218	5/31/94	NEC	Cardio Mate	Class 11
04-43439	3/30/92	2654750	4/28/94	Nippon Denki Sanei	Biofile	Medical Apparatus & Instruments, etc./Class 10
05-103657	10/13/93	3212621	10/31/96	Nippon Denki Sanei	SYNAFILE	Medical Apparatus & Instruments/Class 10
7-84425	8/16/95	4006494	5/30/97	NEC	SYNAPACK/ SYNAPACK in Katakana	Medical apparatus and instruments, etc./Class 10
7-115214	11/7/95	3365322	12/5/97	NEC	BIOMULTI/ BIOMULTI in Katakana	Medical apparatus and instruments/Class 10
8-111771	10/3/96	4132761	4/3/98	NEC	Durapulse	Physical and chemical apparatus and instruments, etc./Class 9
8-111772	10/3/96	4180685	8/21/98	NEC	ARRHYTHMIA AND VITAL INFORMATION SYSTEM/ ARRHYTHMIA AND VITAL INFORMATION SYSTEM in Katakana	Physical and chemical apparatus and instruments, etc./Class 9
8-133193	11/26/96	4122287	3/6/98	NEC	SYNAPOINT/ SYNAPOINT in Katakana	Physical and chemical apparatus and instruments, etc./Class 9
8-133754	11/27/96	4122288	3/6/98	NEC	SYNAVIEWER/ SYNAVIEWER in Katakana	Physical and chemical apparatus and instruments, etc./Class 9

*Handwritten marks*