

FORM PTO-1619A
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OMB 0651-0027

09-22-2000



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U.S. Department of Commerce
Patent and Trademark Office
PATENT**RECORDATION FORM COVER SHEET
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8.22.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ Security Agreement
- ☒ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

Conveying Party(ies)
☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
7/1/2000

Name (line 1) Name (line 2) **Second Party**Name (line 1) Name (line 2)

Execution Date
Month Day Year

5668566

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Mail documents to be recorded with required cover sheet(s) information to:

PATENT**REEL: 11077 FRAME: 0963**

Correspondent Name and Address

Area Code and Telephone Number **410-465-6678**

Name **Morton J. Rosenberg**

Address (line 1) **Rosenberg, Klein & Lee**

Address (line 2) **3444 Ellicott Center Drive, Suite 105**

Address (line 3) **Ellicott City, MD 21043**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

7

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

			5,668,566	5,812,293	5,841,404
			5,880,721		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **\$160.00**

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

18-2011

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

Morton J. Rosenberg

Name of Person Signing

Signature

Date

License Agreement

Hereby KERL YEN (referred to as "Licensor") grants the manufacture rights in the below described patent to CHUNG-HSIN Electric & Machinery Mfg. Corp. of 3 F, 801, Chung-Cheng Rd, Chung-Ho City, Taipei Hsien, Taiwan (referred to as "Licensee"). Therefore the parties agree as follows:

1. The patents to be granted described as below, and the Licensor is the owner of the patents.

- (1) U.S. Patent No. 5668566, named as
WIRELESS COMPUTER PICTURE TRANSMISSION DEVICE.
- (2) U.S. Patent No. 5812293, named as
A/V SIGNAL TRANSMISSION REMOTE CONTROL SYSTEM.
- (3) U.S. Patent No. 5841404, named as
ELECTROMAGNETIC WAVE TRANSMITTING AND TRANSFERRING
DEVICE WITH HIGH POLARIZATION ISOLATION PERFORMANCE.
- (4) U.S. Patent No. 5880721, named as
RADIO COMPUTER AUDIO-VIDEO TRANSMISSION DEVICE.

2. The rights granted to Licensee are limited to U.S.A..

3. Licensee may sublicense the rights granted pursuant to this agreement provided: Licensee obtains Licensor's prior written consent to such sublicense. Any sublicense granted in violation of this provision, Licensee shall pay the penalty of NT\$ one million.

4. The Licensor agrees that this Agreement pertains to the attached Manufacturing Cooperation Agreement between the parties. The Licensee may have the right to manufacture, sale and promotion the products, in case of the Licensor



violates the Manufacturing Cooperation Agreement. And the Licensor shall, without objection, operate in coordination with the Licensee.

5. This agreement shall be registered with the competent authority of patent affairs after that this Agreement is signed.
6. Any sublicense granted in violation of Article 3 shall be void. The Licensor shall have the right to terminate this Agreement provided that the Licensee fails to comply with Article 2 and 5.
7. This Agreement shall commence upon JULY 1, 2000 and shall expire simultaneously with the expiration of the patents, unless sooner terminated pursuant to a provision of this Agreement.
8. This Agreement shall have three copies, which each party keeps respective copy and the competent authority shall reposit the remainder.

Licensor:


(KERL YEN)


Date:

JULY 1, 2000

Licensee:

CHUNG-HSIN Electric & Machinery
Mfg. Corp.

Legal Representative:


(Eric Chiang)

Date:

JULY 1, 2000



MANUFACTURE COOPERATION AGREEMENT

-Additional Agreement on Consigned Manufacture –

Date: July 1, 2000

Party A: KERL YEN

Party B: CHUNG-HSIN Electric & Machinery MFG. Corp. of 3 F, 801,
Chung-Cheng Rd., Chung-Ho City, Taipei Hsien, Taiwan

WHEREAS both parties have previously executed Agreement on consigned manufacture (Hereinafter referred to as "Principal Agreement"), both parties hereby further come to this Agreement to the technological transfer and licensing of rights and agree upon the terms and conditions below:

- I. While Party B is consigned under the Principal Agreement to conduct manufacture, whenever Party A has the following attributes, Party B is entitled to produce, manufacture and market such products according to the technologies transferred and rights licensed under the Agreement; and Party A shall provide or transfer technologies, messages, data and licensing as required for production, manufacture and marketing:
 1. Where Party A breaches the Principal Agreement.
 2. Where the total volume of products consigned by Party A monthly fails to live up to one-third of Party B's monthly capacity for three consecutive months; provided that in case of acts of God, force majeure and abrupt change in market status, both parties may negotiate for flexible adjustment in the principle to maintain common interests, free of the aforementioned restriction.
 3. Where the Principal Agreement is terminated or becomes not fulfillable without Party B's fault.
- II. Party A agrees to provide Party B with Party A owned technologies, trademarks, patents, copyrights or intellectual property rights otherwise having been registered, having been applied but not yet registered or having not been applied. Party A shall license Party B to use all such to enable Party B to produce, manufacture and market during the validity.
- III. The intellectual property rights mentioned in the preceding paragraph shall include any business secrets, circuit layout and other rights related to what

specified in the Principal Agreement but exclude the intellectual property rights developed by Party A after the Principal Agreement is terminated under the written consent of both parties.

- IV. To attain the objectives of technological transfer and licensing, Party A shall hand over designs, technological documents and certificates to verify rights of the aforementioned intellectual property rights and shall, as required by laws, provide all licensing registration and coordinating behaviors. In the event Party A fails to team up with Party B to do so, Party B may proceed with licensing registration itself and Party A shall render unconditional coordination.

Whenever Party A transfers the aforementioned technologies or rights, Party A has priority to purchase such technologies and rights.

Party A shall take positive actions to extend the technologies or rights whenever the extension is permitted and shall not have such technologies or rights go null and void. Party B is, as well, entitled to extend such itself and request full coordination from Party A.

- V. For a dispute developed by and between Party A and a third party on the original technologies or rights, Party A is still held responsible for settlement and shall hold Party B harmless.

- VI. On manufacture consigned by Party A under Principal Agreement, Party A shall still license Party B to produce, manufacture and market according to this Agreement. The licensing fees have been included in the profits obtained by Party A under the agreement of consigned manufacture between both parties and 1% of the operating profits out of the licensing-related products. Party A shall not claim on Party B extra.

When Party B markets the Products under this Agreement beyond what mentioned the preceding paragraph, the fees for technological transfer and licensing shall be calculated at 1% of the operating profits out of the licensing-related products which shall be settled on a quarterly basis.

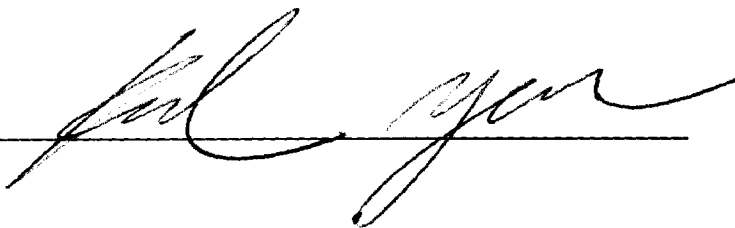
- VII. Under Article 1 above, the term of the licensing to Party B shall be pursuant to the longest term of validity of the licensed technologies, trademark, patents or intellectual property rights. The term of validity after expiry may be duly negotiated and determined by both parties in writing.

- VIII. On litigation over the case, if any, both parties agree that Taoyuan District Court, Taiwan should be the jurisdictional court for the first instance.

- IX. Duplicate:

This Agreement is made in duplicate for originals and copies, with each party holding one original and one copy hereof.

Party A: KERL YEN

A handwritten signature in cursive script, appearing to read "Kerl Yen", is written over a horizontal line.

Date: July 1, 2000

Party B: CHUNG-HSIN Electric & Machinery MFG. Corp.
Legal Representative:

A handwritten signature in cursive script, appearing to read "Eric Chiang", is written over a horizontal line.
(Eric Chiang)

Date: July 1, 2000