

04-25-2001



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101685128  
PATENTS ONLY

ET

Attorney Docket No. 1408900000

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

Name (line 1) AKASHIC MEMORIES CORPORATION

Execution Date  
Month Day Year  
12 09 1999

**Second Party**

Name (line 1) STORMEDIA, INC.

Execution Date  
Month Day Year  
12 09 1999

Name (line 2) \_\_\_\_\_

68780381

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1) UNITED MODULAR CORPORATION

Name (line 2) \_\_\_\_\_

Address (line 1) 993 Highland Circle

Address (line 2) \_\_\_\_\_

Address (line 3) Los Altos CA 94024

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**Correspondent Name and Address**

Area Code and Telephone Number

NENA BAINS  
(650) 326-2400

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)**

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.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

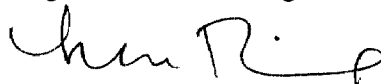
Yes

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.

NENA BAINS



28 MARCH 2001

Name of Person Signing

Signature

Date

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

*Enter additional Conveying Parties*

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party(ies)**

Mark if additional names of receiving parties attached

*Enter additional Receiving Party(ies)*

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. *(Designation must be a separate document from Assignment.)*

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. *(Designation must be a separate document from Assignment.)*

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

**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)**

ASSIGNMENT

WHEREAS, STORMEDIA INCORPORATED, a Delaware corporation, and AKASHIC MEMORIES CORPORATION, a California corporation, hereinafter referred to as "ASSIGNORS," are the record owners of the patents and patent applications identified in the attached Schedules.

WHEREAS, UNITED MODULE CORPORATION, a California corporation, having a mailing address of 993 Highland Circle, California 94024, hereinafter referred to as "ASSIGNEE," wishes to confirm acquisition of and to acquire all interest of ASSIGNORS in all said inventions and in Letters of Patent that have been granted on the same, effective on about December 9, 1999, the date on which the U.S. Bankruptcy Court for the Northern District of California, San Jose Division, issued a Court Order approving assignment of all said patents and patent applications to ASSIGNEE, a copy of which is attached herewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by ASSIGNORS, ASSIGNORS have sold, assigned, and transferred, and by these presents does sell, assign, and transfer to ASSIGNEE and ASSIGNEE'S successors, all right, title and interest in all said inventions and in and to said Letters Patent which may hereafter be granted or have been granted on the same in the United States and all other countries throughout the world, including any right to license and enforce rights for past infringement, said interest to be held and enjoyed by ASSIGNEE and ASSIGNEE'S successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNORS had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

IN TESTIMONY WHEREOF, this Assignment is executed this 26<sup>th</sup> day of March, 2001.

*[Handwritten signature of Susan L. Uecker]*

Name: Susan L. Uecker  
Title: Stormedia Estate Representative

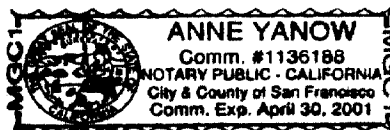
STATE OF CALIFORNIA )  
                                  )        ss.  
COUNTY OF San Francisco )

On March 26, 2001, before me, Anne Yanow, personally appeared SUSAN L. Uecker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*[Handwritten signature of Anne Yanow]*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 4/30/01



SCHEDULE A  
AKASHIC MEMORIES CORPORATION

U.S. PATENT PROPERTIES

Patent No. Issue Date	Appl. No. Filing Date	Title	TTC Ref (Country)
4861662 08/29/89	07/010381 02/03/87	Protective Layer For Magnetic Disk	014089-000300US
4880514 11/14/89	07/085300 08/10/87	Method Of Making A Thin Film Magnetic Disk	014089-000400US
5599632 02/04/97	08/435440 05/10/95	Carbon Seedlayer On Non-Metallic Substrates For Magnetic Recording Media	014089-001700US
5705044 01/06/98	08/511665 08/07/95	Modular Sputtering Machine Having Batch Processing & Serial Thin Film Sputtering	014089-002000US
5723033 03/03/98	08/524725 09/06/95	Discrete Track Media Produced By Underlayer Laser Ablation	014089-002200US
5800863 09/01/98	08/782988 01/14/97	Carbon Seedlayer On Non-Metallic Substrates For Magnetic Recording Media	014089-001710US
5858477 01/12/99	08/761336 12/10/96	Method For Producing Recording Media Having Protective Overcoats of Highly Tetrahedral Amorphous Carbon	014089-002520US
6139695 10/31/00	08/692367 08/06/96	Modular Deposition System Having Batch Processing & Serial Thin Film Deposition	014089-002010US
6139936 10/31/00	08/947647 10/09/97	Discrete Track Media Produced By Underlayer Laser Ablation	014089-002210US
6193590 02/27/01	09/048869 03/26/98	Abrasive Tape For Texturing Magnetic Recording Media	014089-001820US
<i>Fees/Dwgs. submitted 12/21/00</i>	08/780381 01/08/97	Magnetic Recording Media Having CrTiX Underlayers To Reduce Circumferentially/Radial Anisotropy and Methods for Their Production	014089-002310US
	09/165513 10/02/98	Method Of Producing Recording Media Having Protective Overcoats of Highly Tetrahedral Amorphous Carbon	014089-002540US
	09/648341 08/25/00	Method Of Producing Recording Media Having Protective Overcoats of Highly Tetrahedral Amorphous Carbon	014089-002550US
	09/653444 08/31/00	Modular Deposition System Having Batch Processing & Serial Thin Film Deposition	014089-002030US

*Schedule of U.S. Patents for*  
Stormedia, Inc. and  
Akashic Memories Corporation

SCHEDULE B  
STORMEDIA, INC.  
U.S. PATENT PROPERTIES

<b>Patent No. Issue Date</b>	<b>Appl. No. Filing Date</b>	<b>Title</b>	<b>TTC Ref (Country)</b>
5798164 08/25/98	08/503785 07/18/95	Zone Textured Magnetic Recording Media	014089-001810US
6183860 02/06/01	09/072415 05/04/98	Magnetic Recording Media Having CrMo Underlayers	014089-003100US
	09/716,876 11/20/00	Magnetic Recording Media Having CrMo Underlayers	014089-003110US

PA 3131791 v1

FILED

DEC 9 1999

KEENAN G. CASADY, CLERK  
United States Bankruptcy Court  
San Jose, California

1 BRUCE BENNETT (SBN 105430)  
2 JOHN L. AMSDEN (SBN 137168)  
3 HENNIGAN, MERCER & BENNETT  
4 601 South Figueroa Street, Suite 3300  
5 Los Angeles, California 90017  
6 Telephone: (213) 694-1200

7  
8 Reorganization Counsel for Debtors  
9 and Debtors in Possession

10 UNITED STATES BANKRUPTCY COURT  
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION

13 In re ) Case No. 98-58275-ASW

14 STORMEDIA INCORPORATED, a ) (Chapter 11)

15 Delaware corporation; )

16 STRATES PTE. LTD., a company organized ) [This pleading applies to all jointly-

17 under the laws of Malaysia; ) administrated cases]

18 ) 98-58275-ASW, 98-58276-ASW

19 ) 98-58277-ASW, 98-58278-ASW

20 STRATES SDN. BHD., f/k/a AKASHIC ) 98-58508-ASW

21 KUBOTA TECHNOLOGIES SDN. BHD., a )

22 company organized under the laws of )

23 Malaysia; ) ORDER APPROVING (I) ASSIGNMENT OF  
24 ) PATENTS TO UNITED MODULE  
25 ) CORPORATION FREE AND CLEAR OF ALL  
26 ) EXISTING LIENS AND ENCUMBRANCES,  
27 ) AND (II) REJECTION OF SEAGATE CROSS-  
28 ) LICENSE AGREEMENT

AKASHIC MEMORIES CORPORATION, )  
a California corporation; and )

STORMEDIA INTERNATIONAL, LTD., )  
a company organized under the laws of the )  
Cayman Islands, )

Debtors. )

Hearing:

Date: December 9, 1999

Time: 2:15 p.m.

Place: Courtroom of the  
Honorable Arthur S. Weissbrodt  
280 South First Street  
San Jose, CA 95113

55  
HENNIGAN, MERCER & BENNETT

ORDER APPROVING  
(I) ASSIGNMENT OF PATENTS TO UNITED MODULE CORPORATION FREE  
AND CLEAR OF ALL EXISTING LIENS AND ENCUMBRANCES; AND (II)  
REJECTION OF SEAGATE CROSS-LICENSE AGREEMENT

PATENT

1 On December 9, 1999, the Motion of Debtors and Debtors in Possession for Order  
2 Approving (I) Assignment of Patents to United Module Corporation Free and Clear of all Existing  
3 Liens and Encumbrances, and (II) Rejection of Seagate Cross-License Agreement (the "Patent  
4 Motion") came on regularly for hearing before the Honorable Bankruptcy Judge Arthur S.  
5 Weissbrodt, presiding. John L. Amsden of Hennigan, Mercer & Bennett appeared on behalf of the  
6 debtors and moving party, Michael B. Schwarz of LeBoeuf, Lamb, Greene & MacRae LLP  
7 appeared on behalf of the Official Committee of Unsecured Creditors (the "Committee") and  
8 Jennifer Hagle of Sidley & Austin appeared on behalf of the Bank Group. Other appearances were  
9 noted on the record of the Court.

10 Upon review of the Patent Motion, the Declaration of Pablo Luther in support thereof and  
11 other pleadings and papers on file with the Court, and after consideration of the arguments of  
12 counsel, the Court finds that (a) notice of the Patent Motion was appropriate under the  
13 circumstances, (b) the legal and factual basis for the relief set forth in the Patent Motion and  
14 supporting papers establish good cause for granting the relief sought in the Patent Motion and (c)  
15 upon consummation of the Patent Assignment Agreement, United Module Corporation ("UIC")  
16 shall have purchased the Patents in good faith pursuant to Section 363(m) of the Bankruptcy Code  
17 and shall be entitled to the benefits thereof, and, based thereon, it is hereby

18 ORDERED, that the Patent Motion is GRANTED; and it is further

19 ORDERED, that the Court hereby APPROVES the execution, delivery, and performance by  
20 the Debtors of their rights and obligations under the Patent Assignment Agreement, a copy of  
21 which is attached hereto as Exhibit A; and it is further

22 ORDERED, that, upon full payment of the consideration therefore, the Patents are and shall  
23 be transferred to United Module Corporation ("UIC"), free and clear of all existing liens and  
24 encumbrances; and it is further

25 ORDERED, that the net proceeds of the sale of the Patents shall be deposited into one of the  
26 Debtors bank accounts subject to any valid, perfected and enforceable liens, claims and interests of  
27 the Bank Group but subject to all applicable defenses, rights of avoidance and other powers and  
28



1 rights of the Debtors and/or the Committee, subject in each case to the settlement among the  
2 Debtors, the Committee and the Bank Group, which was approved by this Court on December 3,  
3 1999, and the Second Amended Joint Plan of Reorganization for the Jointly Administered Debtors  
4 Dated November 12, 1999; and it is further

5 ORDERED, that the net proceeds of the sale of the Patents pursuant to the Patent  
6 Assignment Agreement shall be allocated fifty percent (50%) to debtor Akashic Memories  
7 Corporation and fifty percent (50%) to debtor StorMedia Incorporated; and it is further

8 ORDERED, that, pursuant to Bankruptcy Code section 365(a), the rejection of the Seagate  
9 Cross-License Agreement, a copy of which is attached hereto as Exhibit B, is hereby APPROVED,  
10 and it is further

11 ORDERED that, upon the written consent of the Committee and the Bank Group, the  
12 commission payable to IP Managers, Inc. resulting from the consummation of the Patent  
13 Assignment Agreement in all respects consistent with the Order Authorizing Debtors to Employ  
14 I.P. Managers, Inc. as Licensing and Sales Representatives may be paid to I.P. Managers, Inc., out  
15 of the gross proceeds of the sale without further application to this Court, and it is further

16 ORDERED, that for good cause shown, this Order shall be effective immediately.

17  
18 DATED: December 9, 1999

19   
20 UNITED STATES BANKRUPTCY JUDGE

## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement"), effective as of November 15, 1999, is made by and between StorMedia Incorporated, a Delaware corporation; Strates Pte. Ltd. ("Strates"), a Singapore corporation; Strates Sdn. Bhd., f/k/a Akashic Kubota Technologies Sdn. Bhd. ("Strates Sdn."), a Malaysia corporation; Akashic Memories Corporation ("Akashic"), a California corporation; and StorMedia International, Ltd., a Cayman Islands company ("StorMedia Int'l") (collectively, "StorMedia"), having a mailing address of c/o Hennigan, Mercer & Bennett, 601 S. Figueroa Str., Ste. 3300, Los Angeles, California 90017 and United Module Corporation ("Assignee"), a California corporation having a mailing address of 993 Highland Circle, Los Altos California 94024.

StorMedia owns the Patents (defined below) and Assignee desires to obtain an assignment of the Patents, subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the following, and intending to be legally bound, the parties agree as follows:

1) Definitions. As used in this Agreement:

- (a) "Assignment Agreements" means the agreements assigning ownership of the Patents from the inventors and prior owners to StorMedia.
- (b) "Licenses Granted" means the licenses under the Patents that StorMedia has granted, a list of which is attached hereto as Exhibit D.
- (c) "License Agreements" means the license agreements as to the Licenses Granted.
- (d) "List of Prosecution Counsel" means the names and addresses of prosecution counsel who are currently handling the Patents, and/or who handled those prosecutions.
- (e) "StorMedia's Knowledge" means the actual knowledge of Steve Abely and Pablo Luther.
- (f) "Patent Files" means all files in StorMedia's possession or control directly relating to the Patents.
- (g) "Patents" means the United States and foreign patents and patent applications listed on Exhibit A, attached hereto and made a part hereof, and all

extensions, renewals, divisions, continuations, reissues and reexaminations thereof.

- 2) Assignment of the Patents. Effective upon full payment required by paragraph 6(a), StorMedia hereby sells, assigns and conveys to Assignee its entire right, title and interest in and to the Patents, including without limitation all rights of StorMedia (a) under the Assignment Agreements and (b) to sue for past infringements of the Patents, including (i) the right to collect and receive any damages, royalties, or settlements for such infringements and (ii) any and all causes of actions relating to any of the inventions or discoveries described in the Patents; provided, however, that this assignment is subject to the Licenses Granted.
- 3) Assignment of the Patent Files. StorMedia hereby assigns to Assignee all of the Patent Files.
- 4) Deliveries. Within twenty (20) days after payment of the purchase price for the Patents, StorMedia will deliver to Assignee in accordance with Assignee's instructions:
  - (a) The Patent Files; and
  - (b) The List of Prosecution Counsel.
- 5) StorMedia Cooperation. In aid of the assignment of paragraph 2, and conditioned upon payment of the purchase price for the Patents, StorMedia will provide reasonable assistance to Assignee in:
  - (a) Locating the inventors for the Patents and in authorizing those inventors to discuss with Assignee and its representatives all matters reasonably related to and/or concerning the inventions embodied in those Patents (without regard to any obligations of confidentiality or otherwise that may be owed to StorMedia);
  - (b) Providing copies of any additional files and information relevant to the Patents;
  - (c) Providing letters of instruction and revocations of Powers of Attorney with respect to prosecution counsel for the Patents;
  - (d) Executing and delivering any additional documents which are reasonably required in order to effectuate the assignment accomplished by this Agreement, including without limitation the assignment of Exhibit B and such further

documents as may be reasonably necessary with respect to the laws of the U.S. or any other jurisdiction; and

(e) Cooperating in any litigation and licensing of the Patents; provided, however, that Assignee will pay (i) all resulting recording, legalization and other fees relating to the Patents and (ii) reasonable per diem fees and out-of-pocket expenses in connection with the time of StorMedia employees and StorMedia's outside counsel required by requests of Assignee under this paragraph 5.

6) Payment.

(a) In full consideration of the assignment of paragraphs 2 and 3, Assignee will pay to StorMedia the sum of TWO MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS (\$2,500,000). One Hundred Thousand Dollars (\$100,000) of the forgoing sum shall be paid on or before November 19, 1999 by a check delivered to counsel for StorMedia for deposit into such counsel's trust account pending approval of the bankruptcy court, and, conditioned upon unconditional approval and confirmation of this Agreement by the Bankruptcy Court by written order entered on the record prior to December 29, 1999, the balance shall be paid on or before December 31, 1999, in accordance with the wire transfer instructions provided by StorMedia. Upon the full payment by Assignee under this Agreement, StorMedia shall promptly cause to be paid to IP Managers, Inc., the amount owing under the December 22, 1997 Representation Agreement previously approved by the bankruptcy court. In no event shall Assignee have any liability for the payment of amounts due to IP Managers, Inc. No other sums or royalties shall be due to StorMedia or any other as a result of this Agreement or the conveyance hereunder.

(b) Payment is due in the United States in United States Dollars.

(c) The payment of paragraph 6(a) is exclusive of any and all value added, withholding, excise and other similar taxes, which are the responsibility of Assignee.

(d) Upon payment of the first installment described in paragraph 6(a) above, the StorMedia representatives will immediately take all reasonable actions to cause the payment of all then due and all past due maintenance fees for the Patents.

(e) If the bankruptcy court approval has not been obtained and entered on or before December 29, 1999, all payments made by Assignee under this Agreement will be immediately refunded, and StorMedia and Assignee will be released in full from any and all obligations under this Agreement.

- 7) Warranties. Subject to paragraph 8, StorMedia represents and warrants to Assignee that:
- (a) It owns the entire right, title and interest to the Patents;
  - (b) Upon entry of the order of the bankruptcy court approving this Agreement, and full payment therefore, the Patents shall be assigned and transferred free of any claims, liens and encumbrances;
  - (c) Subject to the approval by the bankruptcy court, it possesses the right and power to enter into this Agreement and grant the rights granted herein;
  - (d) No licenses or covenants not to sue have been or will be granted by StorMedia under the Patents, except for the Licenses Granted and, to the best of StorMedia's Knowledge, there are no grants of rights under the Patents (including grants to former owners and inventors), except for the Licenses Granted.
  - (e) Assignee's counsel has been given access to complete, true and correct copies of the License Agreements, subject to redaction of certain third party confidential information not relevant to the scope of the license (e.g. royalty rates);
  - (f) All Patent Files have been or will be delivered to Assignee;
  - (g) To the best of StorMedia's Knowledge, with no investigation having been made or required to be made, StorMedia has not engaged in any material conduct, or omitted to perform any necessary act, the result of which would invalidate any claims of any of the Patents or preclude their enforceability;
  - (h) The names and addresses of inventors provided to Assignee are true and correct, to the best of StorMedia's Knowledge, with no investigation having been made or required to be made; and
  - (i) The Patents are subsisting (unless their full terms have expired), and all maintenance fees and annuities to date have been paid, except as stated in Exhibit C.
  - (j) Upon bankruptcy court approval, StorMedia shall have obtained all requisite approval and consent from judicial and other authorities (including without limitation, the Bankruptcy Court, the Office of the U.S. Trustee and any creditors committees which may be involved) for this Agreement and the Assignments involved.

(k) To the best of StorMedia's Knowledge, Pablo Luther is the current agent of StorMedia with the most knowledge concerning the representations (d), (g) and (h) herein.

(l) Promptly upon the execution of this Agreement by all parties, StorMedia shall file a motion with the Bankruptcy Court for (i) approval of this Agreement and the performance of its obligations thereunder, and (ii) approval of StorMedia's rejection of the Seagate Cross-License Agreement, which agreement is listed on Exhibit D hereto; provided, however, that StorMedia makes no representation or warranty whatsoever concerning the effect of such rejection.

8) Limitations on Warranties.

(a) StorMedia makes no warranties as to the validity or enforceability of any of the Patents.

(b) StorMedia makes no warranties that the practice of any of the Patents does not infringe any third party patents.

(c) Except as set forth in paragraph 7, StorMedia makes no warranties whatsoever, including without limitation warranties of merchantability or fitness for a particular purpose.

9) Remedies. In the event of any breach of warranty, Assignee's remedy shall be limited to the refund of a pro-rata portion of the consideration paid under paragraph 6(a) applicable to the Patent, which sum shall diminish annually based on the diminution of the remaining term of the applicable Patent from the date of execution of this Agreement.

10) Assignability, Successors and Assigns. Assignee may assign this Agreement and all rights and interests with respect to the Patents, and, upon written notice of such assignment on or before December 31, 1999, StorMedia will execute the attached Assignment in the name of such an assignee of Assignee's rights. This Agreement shall be binding on the parties and their successors and assigns.

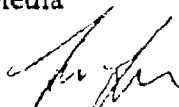
11) Governing Laws. The validity and interpretation of this Agreement and the rights and duties of the parties shall be governed by the laws of the State of California, without regard to conflicts of laws principles. The state and federal courts of California shall have exclusive jurisdiction to hear any lawsuit between the parties.

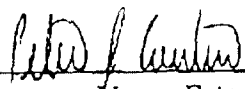
- 12) Confidentiality. StorMedia and Assignee agree to keep in confidence and not to disclose to any third party the terms and conditions of this Agreement, except to the extent required by statute or regulation or order of a court of competent jurisdiction or as may be required to obtain the bankruptcy court's approval of this Agreement.
- 13) Counterparts. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax, provided that original signature pages will be substituted for those fax signatures as promptly as reasonably possible, and that each party intends to retain one fully executed original of this Agreement, and each of those duplicate "wet" signature originals will be deemed to be an original of this Agreement.
- 14) Entire Agreement. This is the entire agreement between the parties as to the Patents. There are no other agreements or understandings, written or oral, express or implied.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in the United States by their duly authorized representatives.

StorMedia

Assignee

By:   
 Name: PAUL WITHER  
 Title: C.F.O.

By:   
 Name: Peter Courture  
 Title: CEO

IPAgreement11699sign.doc

EXHIBIT A

List of Patents



Ref. No	Title	Status	Pat. No.	Country	Date	Application Serial No	Date	Published	Category
100	Protective Layer for Magnetic Disk	Pending				63-502152	2/2/88	No	Carbon Film
101	Protective Layer for Magnetic Disk	Pending				88-00419	2/2/88	?	Carbon Film
102	Protective Layer for Magnetic Disk	Issued	4861662	US	8/29/89	101219/86	5/2/86	issued	Carbon Film
103	Method of Making a Thin Film Magnetic Disk	Pending						?	Magnetic Film
104	Method of Making a Thin Film Magnetic Disk	Issued	4880514	US	11/14/89	87/03130	12/17/87	issued	Magnetic Film
105	Magnetic Disk with High Incidence Chromium Underlayer	Pending				94/00328	1/6/94	Yes	Underlayer
108	Magnetic Recording Media on Non-Metallic Substrates & methods for	Pending							Glass
110	Carbon Seedlayer on Non-Metallic Substrates for Magnetic Recording	Issued	5599632	US	2/4/97			Issued	Carbon Film/Glass
111	Carbon Seedlayer on Non-Metallic Substrates for Magnetic Recording	Issued	5800863	US	9/1/98			issued	Carbon Film/Glass
113	Zone Textured Magnetic Recording Media & Methods for their Produ	Issued	5798164	US	8/25/98			issued	Texture
114	Zone Textured Magnetic Recording Media & Methods for their Produ	Pending				09/048869	3/26/98	No	Texture
116	Modular Sputtering Machine having Batch Processing & Serial Thin	Pending				85104424	4/13/96	?	Sputtering System
117	Modular Sputtering Machine having Batch Processing & Serial Thin	Issued	5705044	US	1/6/98			issued	Sputtering System
119	Modular Deposition System having Batch Processing & Serial Thin F	Pending				08/692367	8/6/96	No	Sputtering System
120	Modular Sputtering Machines having Batch Processing & Serial Thi	Pending				08/925610	9/8/97	No	Sputtering System
123	Discrete Track Media Produced By Underlayer Laser Ablation	Issued	91797	TW	4/17/98			issued	Texture
124	Discrete Track Media Produced by Underlayer Laser Ablation	Issued	5723033	US	3/3/98			issued	Texture
125	Discrete Track Media Produced by Underlayer Laser Ablation	Pending				08/947647	10/9/97	No	Texture
127	Magnetic Recording Media having Crtn Underlayers to Reduce Circu	Pending				97/02532	2/18/97	Yes(W097/30840)	Magnetic Film
128	Magnetic Recording Media having Crtn Underlayers to Reduce Circu	Issued	92689	TW	5/28/98			issued	Magnetic Film
129	Magnetic Recording Media having Crtn Underlayers to Reduce Circu	Pending				08/780381	1/8/97	No	Magnetic Film
132	Magnetic Recording Media having Protective Overcoats of highly Tetrahedral	Pending				97/09375	5/29/97	Yes(W097/45834)	Carbon Film
133	Recording Media having Protective Overcoats of highly Tetrahedral	Pending				08/761336	12/10/96	No	Carbon Film
134	Recording Media having Protective Overcoats of highly Tetrahedral	Issued	5,858,477	US	1/12/99			Yes(W097/45855)	Carbon Film
137	Highly Tetrahedral Amorphous Carbon Films & Methods for their Pro	Pending				97/09393	5/29/97	No	Carbon Film
135	Highly Tetrahedral Amorphous Carbon Films & Methods for their Pro	Pending				08/761338	12/10/96	No	Carbon Film
136	Magnetic Recording Media having Ermo Underlayers	Pending				C9/072415	5/4/98	No	Magnetic Film
137	Carbon Coated Head w/ Insulation	Issued	5470447	US	11/28/95			issued	Heads
138	Seed Layer Roughness (Peritectic Alloy)	Issued	5421975	US	6/6/95			issued	Underlayer
139	Seed Layer Roughness (Peritectic Alloy)	Issued	5482785	US	1/9/96			issued	Underlayer
140	Carbon Surface Probes	Issued	5660695	US	8/27/97			issued	Test
141	Flash Chromium Interlayers	Issued	5462796	US	10/31/95			issued	Underlayer
142	SIMT (IN/BI Disc)	Issued	5620574	US	4/15/97			issued	?
143	Zone Lubrication	Issued	5674582	US	10/7/97			issued	Lubrication
144	Composite Lubricant Dispersed in Vertrel XF	Issued	5718942	US	2/17/98			issued	Lubrication
145	SIMT (IN/BI Disc)	Issued	5721033	US	2/24/98			issued	?
146	Laser Optical Evaluation of Disk	Issued	5726455	US	3/10/98			issued	Test
147	SIMT Textured Head	Issued	5774303	US	6/30/98			issued	Heads
151	Composite Lubricant Dispersed in Vertrel XF	Pending				08/979427	6/30/95	No	Lubrication
152	SIMT with T1/H	Issued	5958543	US	9/28/99			No	?
155	Control of X-1P Thickness	Issued	5851601	US	12/22/98			No	?
157	Target Profiling	Pending				08/921297	9/3/96	No	Sputtering System
158	Disk Texturing with Laser Modulation	Pending				09/037283	3/31/97	No	Texture
159	Disk Texturing Evaluation (Resonance, etc.)	Pending				09/079941	5/15/98	No	Test

161	Dual Domain	Pending	5013616	US	5/7/91	60/088322	6/4/98	No	?
166	Co-N-Cr-P Magnetic Layer	Issued	581266	US	5/7/91	60/088322	6/4/98	No	?
167	Co-Cr-Nb or Co-Cr-Ni-Nb Magnetic Layer	Issued	5082750	US	6/21/92	581266		issued	Magnetic Film
168	Glass/Cr/NiP-Base	Issued	5314745	US	8/18/92	424500		issued	Magnetic Film
169	Ni/P/Mo or W or Ta, etc. Magnetic Layer	Issued	5480733	US	1/2/96	931366		issued	Glass
169	Phosphate Functionalized Lubricant Additive	Pending				208958		issued	Magnetic Film
170	Oxygentaed, Amorphous Cr or V-Seed Layer	Issued	5700593	US	12/23/97	9.5-152403JP	6/23/93	issued	Magnetic Film
171	Cr-Ni Seed Layer	Issued	5789090	US	8/4/98	692491	8/6/96	No	Underlayer
181	Preparation of Film on Magnetic Disk Substrate By Sputtering	Issued	2071152	JP	7/10/96	272653		issued (S63-12743)	Underlayer
182	Thin Film Media Involving Cobalt, Nickel, Chromium, and Phosphoro	Issued	2048055	JP	4/25/96	170547		issued (SH01-0132)	Magnetic Film
183	Structure of Solid Lubricating Film of Magnetic Recording Medium	Issued	2626737	JP	4/18/97	057056		issued (H01-23252)	Magnetic Film
184	Structure of Solid Lubricating Film of Magnetic Recording Medium	Issued	2747695	JP	2/20/98	057047		issued (H01-23252)	Lubrication
185	Thin Metallic Film Type Magnetic Recording Medium	Issued	2527616	JP	6/14/96	147637		issued (H03-01281)	Lubrication
186	Thin Metallic Film Type Magnetic Recording Medium	Issued	2527617	JP	6/14/96	147638		issued (H03-01281)	Magnetic Film
187	Thin Metallic Film Type Magnetic Recording Medium	Issued	2527618	JP	6/14/96	147639		issued (H03-01281)	Magnetic Film
188	Thin Metallic Film Type Magnetic Recording Medium	Issued	2544205	JP	7/25/96	147640		issued (H02-19201)	Magnetic Film
189	Thin Metallic Film Type Magnetic Recording Medium	Issued	2552546	JP	8/22/96	147641		issued (H02-19201)	Magnetic Film
190	Carbonaceous Solid Lubricating Film Structure on Surface of Magne	Issued	2544206	JP	7/25/96	208930		issued (H03-01281)	Magnetic Film
191	Protective Film Structure for Magnetic Layer of Magnetic Recordin	Issued	2527623	JP	6/14/96	208935		issued (H03-07141)	Magnetic Film
192	Magnetic Film Containing Nb, Pt, Co and Cr	Issued	2723153	JP	11/18/97	094672		issued (H03-07341)	Carbon Film
193	Heat Sink Layer for Disk Substrate	Issued	2724067	JP	11/18/97	066791		issued (H04-25330)	Magnetic Film
194	Underlayer Comprising CrB Alloy	Issued	2721624	JP	10/28/97	253084		issued (H05-19794)	Underlayer
195	Magnetic Film Containing Tantalum with Underlayer comprising a Bo	Issued	2834154	JP	10/2/98	266956		issued (H06-10411)	Underlayer
196	Carbonaceous Protective Film for Metal Thin Film Type Magnetic Re	Pending				042266	2/22/90	No (H03-245321)	Underlayer
197	Metallic Thin Film Type Magnetic Recording Disk	Pending				134595	5/24/90	No (H04-028013)	Carbon Film
198	Carbon Protective Film for Metallic Thin Film Type Magnetic Recor	Pending				176797	7/3/90	No (H04-064920)	Magnetic Film
199	Manufacture of Thin Metallic Film Type Magnetic Recording Disk	Pending				192607	7/19/90	No (H04-064920)	Carbon Film
216	Metal Film Type Magnetic Recording Medium	Pending				054155	3/15/93	No (H06-267050)	Magnetic Film
217	Production of Magnetic Recording Medium	Pending				065502	3/24/93	No (H06-295433)	Magnetic Film
218	Production of Magnetic Recording Medium	Pending				082122	4/8/93	No (H06-295433)	Magnetic Film
219	Production of Magnetic Recording Medium	Pending				101564	4/27/93	No (H06-309666)	Magnetic Film
220	Substrate Comprising Cr/Cu Alloy Containing One of B, C, or N	Issued	2802016	JP	7/10/98	101565		issued	Magnetic Film
223	Method for Modifying Surface of Magnetic Recording Medium	Pending				143942	6/15/93	No (H07-006362)	Underlayer
224	Metallic Thin Film Type Magnetic Recording Medium	Pending				149469	6/21/93	No (H07-006362)	?
225	Head Floating amount Measuring Device for Hard Disk	Pending				150754	6/22/93	No (H07-014334)	Magnetic Film
226	Head Floating amount Measuring Device for Hard Disk	Pending				155554	6/25/93	No (H07-014334)	Test
231	Magnetic Recording Medium and its Production	Pending				049212	3/18/94	No (H07-262547)	Test
232	Metallic Thin Film Type Magnetic Recording Medium	Pending				081827	4/20/94	No (H07-287830)	?
233	Metal Thin Film Magnetic Recording Medium	Pending				164122	7/15/94	No (H07-287830)	Magnetic Film
234	Substrate for Magnetic Recording Medium and its Production	Pending				208835	9/1/94	No (H08-031638)	Magnetic Film
235	Magnetic Recording Medium	Pending				274034	11/8/94	No (H08-077553)	Substrate
236	Magnetic Recording Medium	Pending				285325	11/18/94	No (H08-138226)	Magnetic Film
237	Production of Magnetic Recording Medium	Pending				311865	12/15/94	No (H08-147660)	Magnetic Film
238	Production of Magnetic Recording Medium	Pending				020452	2/8/95	No (H08-167142)	?
239	Method and Apparatus for Inspecting Surface Defect	Pending				020453	2/8/95	No (H08-212544)	?
240	Magnetic Recording Medium and its Production	Pending				029634	2/17/95	No (H08-220003)	Test
		Pending					2/17/95	No (H08-221743)	?

**EXHIBIT A**

**PATENT**

241	Magnetic Recording Medium and its Production	Pending	037353	2/24/95	No (H08-235575)	?
243	Metallic Thin Film Type Magnetic Recording Medium	Pending	301248	11/20/95	No (H09-147341)	Magnetic Film
244	Magnetic Recording Medium and a Method of Manufacturing the sa	Pending	009072	1/23/96	No	?
245	Thin Metal Film Magnetic Recording Medium	Pending	18701	2/5/96	No	Magnetic Film
246	Magnetic Recording medium and a Process for Manufacturing the sa	Pending	33710	2/21/96	No	?
247	Thin Metal Film Magnetic Recording Medium	Pending	34461	2/22/96	No	Magnetic Film
248	Magnetic Recording Medium	Pending	38318	2/26/96	No	Magnetic Film
249	Process for Manufacturing a Magnetic Recording Medium	Pending	153606	6/14/96	No	Magnetic Film
261	Thin Metal Film Magnetic Recording Medium	Pending	319416	11/29/96	Yes	?
262	Thin Metal Film Magnetic Recording Medium	Pending	319462	11/29/96	No	Magnetic Film
263	Method of Locating and Analyzing Defects in a Magnetic Recording	Pending	18702	1/31/97	No	Magnetic Film
264	Process for Determining the S/N Ratio of a Magnetic Recording Med	Pending	125152	5/15/97	No	Test
265	Method of Determining the Overwrite Property of a Magnetic Record	Pending	151191	5/5/97	No	Test
266	Process for Determining the Half Bandwidth of an Isolated Wavefor	Pending	125199	5/15/97	No	Test
267	Process for Determining the Intensity of a Magnetic Signal in a M	Pending	125208	5/15/97	No	Test
268	Process for Estimating the Off-Track Characteristics of a Magneti	Pending	162339	6/19/97	No	Test
269	Process for Manufacturing a Base and a Magnetic Recording Mediu	Pending	170081	6/26/97	No	?
270	Process for Determining the Frequency of Occurrence of Partial Er	Pending	173324	6/30/97	No	Test
271	Process for Determining the Noise of a Magnetic Recording Medium	Pending	263628	9/29/97	No	Test
272	Process for Determining the Noise of a Magnetic Recording Medium	Pending	325962	11/27/97	No	Test
273	Process for Determining the Noise of a Magnetic Recording Medium	Pending	331374	12/2/97	No	Test
275	Method of Producing Recording Media having Protective Overcoats	Pending	?	12/11/97	No	?

EXHIBIT A

PATENT

REEL: 011700 FRAME: 0220

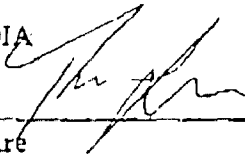
EXHIBIT B

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is here by acknowledged, StormMedia a \_\_\_\_\_ corporation ("Assignor"), hereby sells, assigns, transfers and conveys to United Module Corporation, a California corporation ("Assignee"), its designees, successors, assigns and legal representatives, the entire right, title and interest in and to the following patents and inventions \_\_\_\_\_ and all divisions, continuations, and renewals thereof, and all proceeds therefor (including but not limited to, all license royalties and proceeds of infringement suits) and all United States and foreign letters patents which may be granted on the applications or any corresponding applications in a country foreign to the United States, and all reissues, extensions thereof, and in an to any and all causes of action for past, present and future infringement of any of the Letters Patents, or relating to any inventions or discoveries described therein, including the right to collect royalties for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns and legal representatives, each and every, of the foregoing rights, titles and interests herein assigned to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of November, 1999

STORMEDIA  
  
 \_\_\_\_\_  
 Signature

Name: PABLO LUTHER

Title: C.F.O.



AGREEMENT dated as of July 1, 1995, between STORMEDIA INC. CO., LTD., a Delaware corporation (hereinafter called STORMEDIA), and SEAGATE TECHNOLOGY, INC., a Delaware corporation (hereinafter called SEAGATE).

Each of the parties has the right (as GRANTOR herein) to grant licenses to the other party (as GRANTEE herein) under certain patents and desires to acquire a non-exclusive license under such patents of the other party.

Each of the parties expects to continue research and development which will produce further patents and each party may require a non-exclusive license under such patents of the other party.

In consideration of the promises and mutual covenants herein contained, STORMEDIA and SEAGATE agree as follows:

1. Definitions

1.1. "Magnetic Disc" shall mean magnetic recording disc.

1.2. "Manufacturing Apparatus" shall mean any instrumentality or aggregate of instrumentalities primarily designed for use in the fabrication of Magnetic Discs.

1.3. "Licensed Patents" shall mean all patents, including utility models, design patents for type fonts and registrations for type fonts (but not including any other design patents or registrations), issued or issuing on patent applications entitled to an effective filing date prior to December 1, 2000, under which patents or the applications therefor GRANTOR or any of its Subsidiaries now has, or hereafter obtains, the right to grant licenses to GRANTEE or of within the scope granted herein without such grant or the exercise of rights thereunder resulting in the payment of royalties or other consideration by GRANTOR or its Subsidiaries to third parties (except for payments between GRANTOR and Subsidiaries of GRANTOR, and payments to third parties for inventions made by said third parties while employed by GRANTOR or any of its Subsidiaries). The term "Licensed Patents" shall also include said patent applications and any patent reissuing on any of the aforesaid patents, as well as any continuations, continuations-in-part and divisions based on such patents or patent applications. In the case of SEAGATE, the term "Licensed Patents" shall not include the patents and patent applications listed in Schedule 1.4. In the case of STORMEDIA, the term "Licensed Patents" shall not include the patents and patent applications listed in Schedule 1.5.

1.5. "Licensed Product" shall mean a Magnetic Disc, including, without limitation, any component or subassembly.

1.6. "Subsidiary" shall mean a corporation, company or other entity:

1.6.1. 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, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists; or



1.6.2. 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 corporation, company or other entity is, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

1.7. "Licensed Combination" shall mean and be limited solely to a combination resulting from incorporation of a Licensed Product with other components into a larger assembly wherein the larger assembly is covered by a claim in a Licensed Patent, the Licensed Product has no other viable commercial use except in such larger assembly and the sale of the Licensed Product for use in that larger assembly would constitute contributory infringement of such claim as defined in 35 U.S.C. § 271(c) without regard to the clause reading "knowing the same to be especially made or especially adapted for use in an infringement of such patent," and, further, wherein such larger assembly, or any such other component, is not separately covered by any Other Claim in any patent of a licensing party.

1.8. "Other Claim" shall mean any claim in other than a Licensed Patent of a party, or any claim which covers a larger assembly or any component of a larger assembly into which a Licensed Product is or may be incorporated or for which the sale of such Licensed Product for incorporation into such larger assembly would not constitute contributory infringement as defined in 35 U.S.C. § 271(c) without regard to the clause reading "knowing the same to be especially made or especially adapted for use in an infringement of such patent."

## 2. Licenses and Immunities

2.1. Subject to the provisions of Section 2.7, STORMEDIA on behalf of itself and its Subsidiaries grants to SEAGATE a worldwide, fully paid-up, non-exclusive non-transferable, irrevocable, royalty-free license (without the right to sublicense, except as permitted under Section 3 below) in all countries of the world under STORMEDIA's Licensed Patents:

2.1.1. to import, make, have made, use, lease, sell offer to sell and otherwise transfer Licensed Products or Licensed Combinations and to practice any method or process involved in the manufacture or use thereof; and

2.1.2. to import, make, have made, use, and have used Manufacturing Apparatus and to practice and have practiced any method or process involved in the manufacture or use thereof.

2.2. In the event that neither STORMEDIA nor any of its Subsidiaries has the right to grant a license under any particular STORMEDIA Licensed Patent of the scope set forth above in this Section 2, then the license granted herein under said STORMEDIA Licensed Patent shall be of the broadest scope which STORMEDIA or any of its Subsidiaries has the right to grant within the scope set forth above.

2.3. Subject to the provisions of Section 2.7, SEAGATE on behalf of itself and its Subsidiaries grants to STORMEDIA a worldwide, fully paid-up, non-exclusive non-transferable,



irrevocable, royalty-free license (without the right to sublicense, except as permitted under Section 3 below) in all countries of the world under SEAGATE's Licensed Patents:

2.3.1. to import, make, have made, use, lease, sell, offer to sell and otherwise transfer Licensed Products or Licensed Combinations and to practice any method or process involved in the manufacture or use thereof; and

2.3.2. to import, make, have made, use and have used Manufacturing Apparatus and to practice and have practiced any method or process involved in the manufacture or use thereof.

2.4. In the event that neither SEAGATE nor any of its Subsidiaries has the right to grant a license under any particular SEAGATE Licensed Patent of the scope set forth above in this Section 2, then the license granted herein under said SEAGATE Licensed Patent shall be of the broadest scope which SEAGATE or any of its Subsidiaries has the right to grant within the scope set forth above.

2.5. SEAGATE, on behalf of itself and its Subsidiaries, hereby grants to the users of Licensed Products and Licensed Combinations manufactured, leased, sold or otherwise transferred by STORMEDIA or its sublicensed Subsidiaries within the scope of the licenses granted to STORMEDIA under this Agreement, an immunity from suit under SEAGATE Licensed Patents for the use, lease, sale, offer to sell, import or transfer of such Licensed Products or Licensed Combinations, and with respect to such claims of Licensed Patents for which the sale lease or transfer of such Licensed Product or Licensed Combination would constitute contributory infringement as defined in 35 U.S.C. § 271(c) without regard to the clause reading "knowing the same to be especially made or especially adapted for use in an infringement of such patent;" provided, however, that except as provided in Section 2.7 below, such immunity shall not extend to the combination of Licensed Products or Licensed Combinations with other apparatus which is not supplied by STORMEDIA or its sublicensed Subsidiary.

2.6. STORMEDIA hereby grants to the users of Licensed Products manufactured, leased, sold or otherwise transferred by SEAGATE or its sublicensed Subsidiaries within the scope of the licenses granted to SEAGATE under this Agreement, an immunity from suit under STORMEDIA Licensed Patents for the use, sale, offer to sell, import or transfer of such Licensed Products or Licensed Combinations, and with respect to such claims of Licensed Patents for which the sale of such Licensed Product or Licensed Combination would constitute contributory infringement as defined in 35 U.S.C. § 271(c) without regard to the clause reading "knowing the same to be especially made or especially adapted for use in an infringement of such patent;" provided, however, that except as provided in Section 2.7 below, such immunity shall not extend to the combination of Licensed Products or Licensed Combinations with other apparatus which is not supplied by SEAGATE or its sublicensed Subsidiary.

2.7. Each party hereto, on behalf of itself and its Subsidiaries, covenants not to sue for direct infringement customers of the other party who purchase Licensed Products or Licensed Combinations from such other party solely because of such customer's incorporation of Licensed Products or Licensed Combinations into combinations under circumstances wherein the Licensed Product or Licensed Combination has no other viable commercial use except in such combination and the sale of such Licensed Product or Licensed Combination for use in such combination would constitute contributory infringement of a Licensed Patent(s) or Licensed Combinations(s) as defined in 35 U.S.C. § 271(c) without regard to the clause reading "knowing the same to be especially made or especially adapted for use in an infringement of such patent;". Except as above provided in this Section 2.7, no license or immunity is granted by either party hereto with respect

to the combination of Licensed Products with any other components, devices or assemblies that may be covered by Other Claims.

### 3. Extension of License to Subsidiaries

3.1. The licenses granted herein shall include the right of the parties hereto to sublicense their respective Subsidiaries and the right of such sublicensed Subsidiaries to sublicense other Subsidiaries. Each sublicensed Subsidiary shall be bound by the terms and conditions of this Agreement as if it were named herein in the place of the party with whom the sublicense originated. If a Subsidiary ceases to be a Subsidiary and holds any patents or patent applications under which a party hereto is licensed, such licenses will continue for the life of such patents or patent applications. Any sublicense granted to a Subsidiary shall terminate on the date such Subsidiary ceases to be a Subsidiary.

3.2. In the event a sublicensed Subsidiary of one party hereto is an Operating Subsidiary (as hereinafter defined) at the time it ceases to be a Subsidiary, and, with the written approval of said one party, requests in writing, within one hundred and eighty (180) days after ceasing to be a Subsidiary, a license agreement with the other party hereto upon terms and conditions substantially identical with the terms and conditions of this Agreement (except as hereinafter provided) the other party hereto agrees that it will enter into such license agreement forthwith. An Operating Subsidiary shall be any Subsidiary of one party hereto which at the time it ceases to be a Subsidiary has all of the following:

- 3.2.1. a line of marketable products;
- 3.2.2. patents or other intellectual property relating to the line of marketable products;
- 3.2.3. tangible assets at least equivalent in value to the lesser of twenty-five million U.S. dollars (\$25,000,000) or twenty percent (20%) of the total assets of the party of which it was formerly a Subsidiary; and
- 3.2.4. at the time of entry into such license agreement, it is not a corporation, company or other entity who has either of the following owned or controlled by a third party:
  - 3.2.4.1 more than fifty percent (50%) of its outstanding shares or securities (representing the right to vote for the election of directors or other managing authority); or
  - 3.2.4.2 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 its ownership interest representing the right to make the decisions for such corporation, company or other entity.

3.3. Any such agreement with an Operating Subsidiary shall differ from this Agreement in the following respects:

- 3.3.1. this Section 3 shall be omitted;
- 3.3.2. the name of the Operating Subsidiary shall be substituted for the name of the party hereto of which it was formerly a Subsidiary; and
- 3.3.3. in the event that such Operating Subsidiary is or becomes organized under the laws of a country different from that of the party hereto of which it was



formerly a Subsidiary, the parties shall negotiate in good faith an appropriate adaptation of such license agreement (other than royalty provisions) to accord with customary local law and practice.

#### 4. Release

4.1 Each party, on behalf of itself and its Subsidiaries that are Subsidiaries on the date hereof, hereby irrevocably releases the other party, its Subsidiaries that are Subsidiaries on the date hereof, and their respective customers, mediate and immediate from any and all claims of infringement of any of the Licensed Patents, which claims have been made or which might be made at any time, with respect to any apparatus which includes any product manufactured, used, leased, sold or otherwise transferred by or for the other party or its Subsidiaries before the date hereof, and with respect to any method practiced in the manufacture or use of such apparatus, to the extent that such apparatus or method would have been licensed or the subject of any immunity hereunder had it been manufactured, used, leased, sold or otherwise transferred or practiced after the date hereof. Each party similarly releases the other with respect to any notice or claim of infringement of any patent not constituting a Licensed Patent, without however extending this release to customers of a party, to the extent the parties have actually notified the other of the claim or potential claim.

#### 5. Other License Rights

5.1. It is recognized that the parties hereto or their respective Subsidiaries may now have or hereafter obtain, the right to grant licenses under one or more patents of any country, including utility models, design patents and registrations for type fonts, (but not including any other design patents or registrations) issuing on patent applications entitled to an effective filing date prior to December 1, 2000, but that such grant or the exercise of rights thereunder, will result in payment of royalties or other consideration by GRANTOR or its Subsidiaries to third parties. Each party (as GRANTOR herein) agrees that, upon written request, it will grant to the other party to the extent and subject to the terms and conditions under which it then has the right to do so, a license of the broadest scope which GRANTOR has the right to grant at any time, but of no greater scope than the scope of the licenses granted herein with respect to, any such patent or patent application. Such license shall be granted under a separate agreement, upon payment of the same royalty or other consideration as that which GRANTOR or any of its Subsidiaries is obligated to pay to a third party because of the grant of such license or the exercise of rights thereunder.

5.2. Upon written request by a party, the other party will inform the requesting party of those patents or patent applications coming within the scope of Section 5.1 at the time of such request.

## 6. Term of Agreement

- 6.1. The term of this Agreement shall be from the date hereof until the expiration of the last to expire of the Licensed Patents.
- 6.2. In the event that more than fifty percent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) of one party hereto hereafter become owned or controlled, directly or indirectly, by a third party prior to December 1, 2000, said one party shall promptly give notice of such acquisition to the other party. If said one party does not have outstanding shares or securities, such acquisition shall be deemed to occur if more than fifty percent (50%) of its ownership interest representing the right to make decisions for said party is acquired by said third party. If the acquiring party is a competitor of the licensor hereunder in Licensed Products or Licensed Combinations, all rights granted hereunder to said one party together with any sublicenses theretofore granted by said one party shall terminate on a termination date one hundred and eighty (180) days after the date of such acquisition.

In the event of such acquisition,

- 6.2.1. all licenses and immunities granted herein by each party to the other under any patents issuing on patent applications having an effective filing date subsequent to said termination date and under said patent applications shall terminate; and
- 6.2.2. the acquired party shall be entitled, upon request made within one hundred and eighty (180) days after the date of such acquisition to a nontransferable, non-exclusive, royalty-free license under said other party's Licensed Patents (including the right to sublicense its Subsidiaries) to make, have made, use, lease, sell, offer to sell and otherwise transfer only the same products as those manufactured and marketed by the acquired party within the licenses granted in this Agreement prior to such acquisition.

## 7. Warranty

- 7.1. Each party represents and warrants that it has the full right and power to grant the license, immunities and release set forth in Section 2 and 4 and that there are no outstanding agreements, assignments or encumbrances inconsistent with the provisions of said Sections or with any other provision of this Agreement. Each party (as a GRANTOR) further represents and warrants that prior to the execution of this Agreement it has set forth on the Schedules hereto and informed the other party of any patent originating from inventions made by employees of GRANTOR or its Subsidiaries, which patent is now owned by GRANTOR or its Subsidiaries and which patent, owing to prior arrangements with third parties, does not, or will not, qualify as a Licensed Patent, under which licenses are granted of the full scope set forth in Section 2. Neither party makes any other representations or warranties, express or implied, nor does either party assume any liability in respect of any infringement of patents or other rights of third parties owing to the other party's operation under the license herein granted.

## 8. Communications

8.1. Any payment, notice or other communication required or permitted to be made or given to either party hereto pursuant to this Agreement shall be sent to such party by certified mail, postage prepaid, addressed to it at its address set forth below, or to such other address as it shall designate by written notice given to the other party, and shall be deemed to have been made or given on the date of mailing. The addresses are as follows:

8.1.1. For STORMEDIA INC.  
Atef Eitoukhy  
390 Reed St.  
Santa Clara, CA 95050

8.1.2. For SEAGATE.  
Patent Counsel  
Seagate Technology, Inc.  
920 Disc Drive  
Scotts Valley, CA 95066

## 9. Assignments

9.1. Neither party shall grant an exclusive license with respect to, or assign, any of its patents, or the applications therefor, which qualify as Licensed Patents, or any of its patents or the applications therefor or rights which are subject to the other party's rights pursuant to Section 5, unless such assignment is made subject to the terms and conditions of this Agreement. Subject to the provisions of Section 3, neither party shall assign any of its rights or privileges hereunder without the prior written consent of the other party. Any attempted assignment in derogation of the foregoing shall be void.

## 10. Know-How and Trade Secrets

10.1. No license or other right is granted herein to either party, directly or by implication, estoppel or otherwise, with respect to any trade secrets or know-how, and no such license or other right shall arise from the consummation of this Agreement or from any acts, statements or dealings leading to such consummation. Except as specifically provided herein, neither party is required hereunder to furnish or disclose to the other any technical or other information.

## 11. Applicable Law

- 11.1. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of the United States and of the State of California.

## 12. Miscellaneous

- 12.1. Nothing contained in this Agreement shall be construed as a warranty or representation by either party as to the validity or scope of any of its Licensed Patents and either party is free to contest in any proceeding said validity or scope.
- 12.2. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of either party hereto (including any contraction, abbreviation or simulation of any of the foregoing); and each party hereto agrees not to use or refer to this Agreement or any provision thereof in any promotional activity associated with apparatus licensed hereunder, without the express written approval of the other party.
- 12.3. Nothing contained in this Agreement shall be construed as conferring on either party any license or other right to copy the exterior design of the products of the other party.
- 12.4. Nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, to or under copyrights or mask work or similar rights under any form of statutory protection now existing or hereafter enacted, in any country or countries, wherein the copying is a requisite of infringement under such form of protection.
- 12.5. Nothing contained in this Agreement shall be construed as limiting the rights which the parties have outside the scope of the licenses granted hereunder, or restricting the right of either party or any of its Subsidiaries to make, have made, use, lease, sell, offer for sale, import or otherwise dispose of any particular product or products not herein licensed.
- 12.6. Each party shall, upon request from the other party sufficiently identifying any patent or patent application, inform the other party as to the extent to which said patent or patent application is subject to the licenses and rights granted hereunder. If such licenses or rights under said patent or patent application are restricted in scope, copies of all pertinent provisions of any contract or other arrangement creating such restrictions shall, upon request, be furnished to the party making such request, unless such disclosure is prevented by such contract, and in that event a statement of the nature of such restriction will be provided.
- 12.7. Neither of the parties hereto, nor any of their respective Subsidiaries shall be required hereunder to file any patent application, or to secure any patent or patent rights, or to maintain

any patent in force, or to provide copies of patent applications to the other party or its Subsidiaries, or to disclose any inventions described or claimed in such patent applications.

- 12.8. 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. In addition, 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.
- 12.9. Licensed Products leased, sold or otherwise transferred by a party hereto or its sublicensed Subsidiary shall be considered to be licensed under any Licensed Patent which at any time covers such Licensed Products, notwithstanding that the Licensed Product has been re-leased, re-sold or re-transferred by any entity in the same or another country.
- 12.10. Each party shall pay all taxes (including, without limitation, sales and value added taxes, but excluding income tax) imposed by the national government, including any political subdivision thereof, or any country in which said party is doing business, as the result of said party's furnishing consideration hereunder. In the event such a tax becomes payable as a result of a party's furnishing consideration in respect of a sublicense granted to any of its Subsidiaries pursuant to Section 3.1, said sublicensing party shall be responsible for determining the amount of and paying, or causing said sublicensed Subsidiary to pay, said tax.
- 12.11. This Agreement will not be binding upon the parties until it has been signed hereinbelow by or on behalf of each party, in which event it shall be effective as of the date first above written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein.
- 12.12. If any provision or provisions of this Agreement are found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated.
- 12.13. The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 12.14. Any dispute arising under this agreement shall be finally settled by arbitrator<sup>wja</sup>,<sup>com</sup> of which shall take place in California in accordance with the Commercial Rules of the American Arbitration Association then in effect, subject, however, to the following special provisions:

(a) The dispute shall be submitted to three (3) arbitrators, of which two (2) shall be appointed, one (1) by the parties, and the third shall be appointed by the former two. In the event either of the parties, although duly requested in writing, shall fail within sixty (60) days of the request for arbitration to designate its arbitrator, or in the event that said arbitrators shall fail within sixty (60) days after the appointment of the last of such two arbitrators to designate a third arbitrator, such arbitrator(s) shall be appointed by the American Arbitration Association upon the application of either party; and

(b) Other than as specifically provided in (a) above, all periods of time provided for in the aforesaid Commercial Rules of less than thirty (30) days <sup>4/9</sup> are hereby extended to thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed as of the date first above written.

Witness:

RAK

STORMEDIA INC.  
By: William J. Almon  
William J. Almon  
Chairman and CEO

Witness:

Demetrios Mavreas

SEAGATE TECHNOLOGY, INC.  
By: Alan F. Shugart  
Alan F. Shugart  
President, CEO and COO

## SCHEDULE 1.4

## EXCLUDED SEAGATE PATENTS/PATENT APPLICATIONS

The following Seagate patents and patent applications and any continuations, continuations-in-part and divisions based thereon, or reissues of such issued patents or any application for any of the foregoing:

## STRAIGHT ARM PATENT

<u>U.S. Patent Number</u>	<u>Issue Date</u>	<u>Title</u>
4,620,251	October 28, 1986	Magnetic Transducer Support Structure

## FOREIGN PATENTS/PATENT APPLICATIONS

<u>Foreign Patent Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
111298/85	Japan	May 23, 1985	Straight Arm Rotary Actuator
3188/8	South Korea	May 10, 1985	Straight Arm Rotary Actuator

## COHEN PATENTS

All patents and applications owned by Seagate to which one Uri Cohen, not a Seagate employee, is a coinventor with a Seagate employee.

5,059,278	October 22, 1991	Selective Chemical Removal of Coil Seed Layer
5,141,623	August 25, 1992	Method for Aligning Pole Tips in a Thin Film Head
5,200,056 (Division)	April 6, 1993	Method for Aligning Pole Tips in a Thin Film Head
SN 90313691.9	Europe	Filed 12/14/90
SN 328787/90	Japan	Filed 11/28/90
SN 19604/90	South Korea	Filed 11/30/90
5,326,429	July 5, 1994	Process for Making Studless Thin Film Magnetic Head
and pending division SN 135,033 filed 10/12/93		
SN 93305598.0	Europe	Filed 07/16/93
SN 179063/93	Japan	Filed 07/20/93

SCHEDULE 1.5

Excluded STORMEDIA Patents/Patent Applications

The following STORMEDIA patents and patent applications and any combinations, continuations-in-part and divisions based thereon, or reissues of such issued patents or any application for any of the foregoing:

<u>Patent</u>	<u>Applications Date</u>	<u>Title</u>
None		





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