

04-30-2001

PATENTS ONLY



101693998

4-26-01

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LUCENT TECHNOLOGIES INC.

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: November 26, 1996

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

Name: CIRCO CRAFT TECHNOLOGIES, INC.

Internal Address: c/o Mills & Partners, Inc.

Street Address: 101 South Hanley Road, Suite 400

City: St. Louis State: MO ZIP: 63105

Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or patents number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

4,467,523 ; 4,793,052 ; 4,978,423
5,110,036 ; 5,206,820 ; 5,335,405Additional numbers attached? ☐ Yes ☒ No

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

Name: Peter Shapiro, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York

State: New York ZIP: 10017

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41): \$240.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Peter Shapiro, Esq.

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 23

04/26/2001 GTON11 00000385 4467523

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 011722 FRAME: 0438

TECHNOLOGY TRANSFER AGREEMENT

This Agreement (hereinafter sometimes referred to as the "TTA") is made and entered into as of the date of the last party to execute (the "Effective Date"), by Lucent Technologies Inc. ("LUCENT"), a Delaware corporation with offices at 2 Oak Way, Berkeley Heights, New Jersey 07922 through its Microelectronics Group, and CIRCO CRAFT TECHNOLOGIES, INC. ("PURCHASER"), a Delaware corporation with offices at 101 South Hanley Road, St. Louis, Missouri 63105.

WHEREAS, the parties have entered into an Agreement for Sale of Assets (the "Acquisition Agreement"), closing concurrently with the Effective Date, pursuant to which LUCENT is selling and PURCHASER is acquiring certain assets (the "Acquired Assets") of LUCENT's PRINTED CIRCUIT BOARD and BACKPLANE Business (the "Business").

WHEREAS, under the Acquisition Agreement PURCHASER is to acquire certain rights to LUCENT technology, including rights to patents, used to operate the Business and the Acquired Assets.

NOW THEREFORE, in consideration of the foregoing and the terms hereinafter set forth, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 Any term in capital letters which is defined in Schedule 1 shall have the meaning specified therein. Other terms used herein with initial capitals which are not specifically defined shall, unless otherwise expressly indicated, have the meanings ascribed to them in the Acquisition Agreement.

ARTICLE II
INFORMATION FURNISHED

2.01 LUCENT shall, concurrently with the Effective Date furnish or make available the GENERAL TECHNOLOGY to PURCHASER or advise PURCHASER of such additional reasonable period within which LUCENT shall furnish such items to PURCHASER. With such furnishing, LUCENT shall also provide, when feasible, to PURCHASER a list which identifies the documents and other information delivered.

2.02 LUCENT and PURCHASER shall promptly notify each other of any inaccuracies believed present in the list. All information specified on said list shall be deemed to be a part of the GENERAL TECHNOLOGY. If PURCHASER shall give LUCENT written notice within a reasonable period of time specifying particular information identified therein which was not actually received, such specified information shall be promptly provided by LUCENT to PURCHASER.

2.03 All information previously furnished by LUCENT or any of its ASSOCIATED COMPANIES to PURCHASER in contemplation of this TTA shall be deemed to be a part of the GENERAL TECHNOLOGY.

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2.04 LUCENT may maintain copies of all documentation furnished to PURCHASER hereunder.

ARTICLE III GRANTS OF RIGHTS TO GENERAL TECHNOLOGY

3.01 Subject to all existing rights and obligations and the licenses listed in Schedule 2, LUCENT hereby grants to PURCHASER a sole, non-transferable, worldwide, license, including the right to sublicense its ASSOCIATED COMPANIES, under the GENERAL TECHNOLOGY, including all intellectual property pertaining thereto except patents, for PRODUCTS. ("Sole" as used in the preceding sentence means an exclusive license is granted to PURCHASER subject to use by LUCENT as described herein). The license granted to PURCHASER under this Section 3.01 for PRODUCTS shall include a license to operate the Business and the Acquired Assets and to make, have made, use and sell PRODUCTS; provided, however, LUCENT, subject to the provisions of Section 3.02 hereof, retains the right at all times to have used the GENERAL TECHNOLOGY for the supply of PRODUCTS to LUCENT and its ASSOCIATED COMPANIES for their own use or for incorporation into other products for sale to others (except where such sale is solely in the form of PRODUCTS). In addition, LUCENT retains the unconditional, perpetual right to license, sublicense, use and have used GENERAL TECHNOLOGY for any and all purposes in connection with all products, including component parts thereof, other than PRODUCTS.

3.02 (a) LUCENT and PURCHASER shall have a personal and nonexclusive right, as an attribute of the rights granted in Section 3.01, to disclose to any supplier or prospective supplier only those portions of the GENERAL TECHNOLOGY (subject to the obligations of Section 8.06) which are necessary for their procurement of materials, parts and components, for use in manufacture in accordance with this agreement. LUCENT shall endeavor to the extent reasonably practical to avoid supplying original documents in the GENERAL TECHNOLOGY, and when not practicable to so avoid shall supply copies of only the portions of such original documents necessary for such procurement.

(b) LUCENT and PURCHASER agree that they will not make any part of the GENERAL TECHNOLOGY available to any such supplier or prospective supplier except on the agreement in writing of such supplier or prospective supplier that it accepts as its own, the commitments under Section 3.03 and the confidentiality obligations of Article VIII, that it will use all information received only for the purpose of supplying items of the type to be procured pursuant to this Section 3.02, that it will promptly return or destroy each and every part of such information as directed by LUCENT or PURCHASER, and that it will not cause or permit the transportation of any such information outside of the United States except in conformity with all export regulations. Any such agreement between LUCENT and a supplier or prospective supplier shall be binding on LUCENT and such supplier. For a period of five (5) years from the Effective Date, any such agreement shall be provided to PURCHASER and shall include PURCHASER as a party if PURCHASER elects to execute such agreement.

3.03 The parties acknowledge that any products, software, and technical information provided under this Agreement are subject to U.S. export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Each party agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested, each party agrees to sign written assurances and other export-related documents as may be required to comply with U.S. export regulations.

ARTICLE IV PATENTS

4.01 (a) LUCENT hereby assigns and transfers to PURCHASER ownership and all rights, subject to all existing rights and obligations with respect thereto, to the patents listed in Schedule 4A.

(b) The rights transferred in Section 4.01(a) are further subject to the following: (1) the right of LUCENT to recover and take all such proceedings as may be necessary for the recovery of damages in respect of infringement prior to the Effective Date hereof; (ii) the continued efficacy of other license agreements between LUCENT and its SUBSIDIARIES and third parties under the assigned patents that have an effective date prior to the Effective Date of this Agreement or which are future replacement agreements replacing such other license agreements; (iii) all prior intellectual property agreements between LUCENT and PURCHASER continue in effect without modification; (iv) royalties, rights or other value paid or transferred to LUCENT or its SUBSIDIARIES pursuant to such preexisting agreements shall remain with LUCENT or its SUBSIDIARIES and any such royalties, rights or other values to be paid or transferred pursuant to such preexisting license agreements or such replacement agreements shall continue to be paid or transferred to LUCENT or its SUBSIDIARIES; (v), LUCENT retains licenses and rights to have made, use, lease, sell and import under said patents for the supply of PRODUCTS to LUCENT and its ASSOCIATED COMPANIES for their own use or for incorporation into other products for sale to others (except where such sale is solely in the form of PRODUCTS); and (vi) an unconditional, perpetual license in LUCENT and its SUBSIDIARIES to license, make, have made, use, lease, sell and import products, including component parts thereof, other than PRODUCTS.

(c) The licenses retained by LUCENT in this Section 4.01 further include licenses to make, have made, use and import machines, tools, materials and other instrumentalities, insofar as such machines, tools, materials and other instrumentalities are involved in or incidental to the development, manufacture, testing or repair of products referred to Sections 4.01(b)(v) and 4.01(b)(vi) which are used, leased, owned, sold or imported by LUCENT; subject, however, to the limitation that no rights may be conveyed by LUCENT to customers with respect to any invention which is directed to (1) a combination of the product sold by LUCENT (as sold) with any other product, (2) a method or process which is other than the inherent use of such product sold itself (as sold) or (3) a method or process involving the use of a product to manufacture (including associated testing) any other product. The parties agree that no other licenses of any kind are granted or retained by this Section 4.01.

4.02 LUCENT hereby grants to PURCHASER worldwide, nonexclusive paid-up licenses under the patents listed in Schedule 4B, all continuations, continuations in part, divisions and refilings of any of such patents, any reissues of any of the foregoing patents and under all foreign counterparts of any of the above, in connection with PRODUCTS.

4.03 (a) The licenses granted in Section 4.02 are licenses to (i) make, have made, use, lease, sell and import PRODUCTS; (ii) make, have made, use and import machines, tools, materials and other instrumentalities, insofar as such machines, tools, materials and other instrumentalities are involved in or incidental to the development, manufacture, testing or repair of PRODUCTS which are used, leased, owned, sold or imported by PURCHASER; and (iii) convey to any customer of PURCHASER with respect to any PRODUCT which is sold or leased by PURCHASER to such customer, rights to use and resell such PRODUCT as sold or leased by PURCHASER (whether or not as part of a larger combination); provided, however, that no rights may be conveyed to customers with respect to any invention which is directed to (1) a combination of such PRODUCT (as sold or leased) with any other product, (2) a method or process which is other than the inherent use of such PRODUCT itself (as sold or leased), or (3) a method or process involving the use of a PRODUCT to manufacture (including associated testing) any other product. The parties agree that no other licenses of any kind including, but not limited to, licenses in connection with semiconductor technology (further including, but not limited, to semiconductor circuitry, semiconductor system, semiconductor manufacture, or process therefor), optoelectronics or laser technology are licensed herein.

(b) All licenses granted herein under any patent shall continue for the entire unexpired term of such patent.

(c) Licenses granted herein to PURCHASER or retained by LUCENT are not to be construed either (i) as consent by the grantor to any act which may be performed by the grantee, except to the extent impacted by a patent licensed herein to the grantee, or (ii) to include licenses to contributorily infringe or induce infringement under U.S. law or a foreign equivalent thereof.

(d) The grant of each license hereunder includes the right to grant sublicenses within the scope of such license to a party's SUBSIDIARIES and SUBSIDIARIES of Circo Technologies Group, Inc., a Delaware corporation, for so long

as they remain its SUBSIDIARIES. Any such sublicense may be made effective retroactively, but not prior to the Effective Date hereof, nor prior to the sublicensee's becoming a SUBSIDIARY of such party or Circo Technologies Group, Inc.

(e) As of the Effective Date, PURCHASER assumes all responsibility, costs and expense for prosecution and maintenance of the patents and application listed in Schedule 4A.

(f) LUCENT shall, and shall require its appropriate employees to, without further compensation by PURCHASER to LUCENT or its employees, make all rightful oaths and declarations, and make, execute and deliver any and all other instruments in writing, which may be appropriate or required to vest in PURCHASER the ownership of the patents assigned to PURCHASER pursuant to Section 4.01(a) hereof.

(g) LUCENT covenants not to sue PURCHASER or its SUBSIDIARIES for infringement of LUCENT's PATENTS by reason of their making, having made, importing, using or selling PRODUCTS. The preceding covenant not to sue shall extend to use and sale by the customers, mediate and immediate, of PURCHASER and its SUBSIDIARIES of PRODUCTS purchased from PURCHASER or its SUBSIDIARIES, subject to the limitations on rights that may be conveyed to customers stated herein.

(h) The parties agree that if PURCHASER will not, cannot or refuses to supply one or more BACKPLANES OR PRINTED CIRCUIT BOARDS to LUCENT on terms and conditions which meet LUCENT's requirements pursuant to the Supply Agreement, LUCENT and its ASSOCIATED COMPANIES shall have the right to use the GENERAL TECHNOLOGY and licenses under patents assigned pursuant to Section 4.01(a) to (i) make, have made, use, lease, sell and import said one or more BACKPLANES OR PRINTED CIRCUIT BOARDS; (ii) make, have made, use and import machines, tools, materials and other instrumentalities, insofar as such machines, tools, materials and other instrumentalities are involved in or incidental to the development, manufacture, testing or repair of said one or more BACKPLANES OR PRINTED CIRCUIT BOARDS which are used, leased, owned, sold or imported by LUCENT; and (iii) convey to any customer of LUCENT with respect to any PRODUCT which is sold or leased by LUCENT to such customer, rights to use and resell such PRODUCT as sold or leased by LUCENT (whether or not as part of a larger combination). Licenses granted or retained by LUCENT in this Section 4.03(h) are subject to the limitation that no rights may be conveyed by LUCENT to customers with respect to any invention which is directed to (1) a combination of the PRODUCT sold by LUCENT (as sold) with any other product, (2) a method or process which is other than the inherent use of such PRODUCT sold itself (as sold) or (3) a method or process involving the use of a PRODUCT to manufacture (including associated testing) any other product. The parties agree that no other licenses of any kind are granted or retained by this Section 4.01(h).

ARTICLE V GRANT OF RIGHTS TO SOFTWARE

5.01 The provisions of this Article V shall be applicable to all Licensed Software. Licensed Software means all software furnished pursuant to Schedule 5 or otherwise by LUCENT as GENERAL TECHNOLOGY hereunder, either in object or source code format or derived therefrom, and intended for use with PRODUCTS manufactured by PURCHASER and also includes the information in the associated documentation furnished to PURCHASER for use therewith.

5.02 All Licensed Software (whether or not part of firmware), and all copies thereof made by PURCHASER, are and shall remain the property of LUCENT.

5.03 (a) PURCHASER shall not make any copies of any Licensed Software except as necessary in connection with the rights granted hereunder, and shall reproduce and include any copyright and proprietary notice of LUCENT on all such necessary copies of the Licensed Software and mark all media containing such copies with a warning that such Licensed Software is subject to restrictions contained in a license agreement between LUCENT and PURCHASER and that such Licensed Software is the property of LUCENT. PURCHASER agrees that it shall not, and shall forbid its customers, agents and suppliers to, disassemble, reverse assemble or reverse compile the Licensed Software.

(b) The rights to use Licensed software are coextensive with the rights granted in Article III herein for GENERAL TECHNOLOGY.

5.04 PURCHASER shall take appropriate action, by instruction, agreement or otherwise, legally obligating all persons permitted access, consistent with these provisions, to any Licensed Software so as to enable PURCHASER to satisfy its confidentiality and other obligations under this Agreement.

ARTICLE VI COPYRIGHTS AND TRADEMARKS

6.01 LUCENT grants to PURCHASER and its SUBSIDIARIES a paid-up license under LUCENT's copyrights in all works used or held for use by LUCENT and its SUBSIDIARIES on or before the Effective Date in the Business in connection with PRODUCTS to prepare derivative works and to reproduce and distribute copies of such works and derivative works.

6.02 The rights transferred in Section 6.01 hereof shall not free PURCHASER or its SUBSIDIARIES from any obligation of confidence or restricted right of disclosure and use, pursuant to Article VIII hereof, with respect to such works.

6.03 LUCENT assigns to PURCHASER any and all trademark rights it may have in the symbol shown in Schedule 6 together with the good will of the business symbolized thereby.

6.04 LUCENT grants to PURCHASER a royalty free license to use the FASTECH trademark for BACKPLANES. Such license shall be subject to the terms of the Trademark License Agreement entered into between Berg Electronics, Inc. and AT&T CORP. of May 23, 1994.

ARTICLE VII FEES, ROYALTIES AND EXPENSES

7.01 All consideration for the grant of rights to PURCHASER by LUCENT under this Agreement is included within the asset purchase price recited in the Acquisition Agreement. Allocation of the asset purchase price attributable to the fees and royalties for licenses and rights granted in this Agreement will be determined in accordance with the Acquisition Agreement. This Section 7.01 shall not alter the rights and obligations of the parties under any prior agreement.

ARTICLE VIII GENERAL PROVISIONS

8.01 This agreement shall prevail in the event of any conflicting terms or legends which may appear on documents furnished hereunder.

8.02 LUCENT believes the GENERAL TECHNOLOGY to be true and accurate, and represents and warrants that it is the same information used by LUCENT to develop, manufacture, test, maintain or repair the PRODUCTS in the Business. Beyond that representation and warranty, LUCENT and its ASSOCIATED COMPANIES will not be held to any liability for errors or omissions in the GENERAL TECHNOLOGY

8.03 LUCENT warrants and represents that:

(a) It is not aware of any infringement of third party rights by LUCENT in connection with LUCENT's use of the GENERAL TECHNOLOGY and Licensed Software as of the Effective Date.

(b) No holding, decision or judgment has been rendered by any court or other governmental authority that would, and no claim, suit or proceeding is pending, or to LUCENT's knowledge threatened, which if determined adversely would, limit, invalidate or render unenforceable any of the patents and patent application assigned to PURCHASER pursuant to Section 4.01(a) hereof. LUCENT shall convey the patents and patent application assigned to PURCHASER pursuant to Section 4.01(a) hereof free and clear of all liens, and no security agreement, financing statement or other public notice with respect to any of such patents and patent application is on file or of record in any public office.

(c) There are no notices or claims received by, or suits or proceedings pending against LUCENT or its SUBSIDIARIES, which notices, claims, suits or proceedings assert infringement of any intellectual property right of a third party as a result of the manufacture, marketing, use, sale, testing, maintenance or repair of any

LISTED PRODUCTS.

(d) There are no interferences pending, or to LUCENT's knowledge threatened, involving any patents or patent applications assigned or licensed to PURCHASER pursuant to Section 4.01(a) or 4.02 hereof.

(e) There are no notices, claims, suits or proceedings pending against any third party charging that such third party infringes or has misappropriated any of the rights of LUCENT or its SUBSIDIARIES in any of the GENERAL TECHNOLOGY, the Licensed Software or the patents listed in Schedule 4A hereto.

(f) There are no invention disclosures of LUCENT that are directed to any LISTED PRODUCT or other PRODUCT now under active development in the Business or to any process, apparatus or material used in the making, testing, maintaining or repair of any LISTED PRODUCT or other PRODUCT under active development in the Business as of the Effective Date.

(g) The PRODUCTS listed in Schedule 3 include, after reasonable efforts to so determine, all of the PRODUCTS manufactured by the Business on or prior to the Effective Date for customers other than LUCENT.

8.04 EXCEPT AS PROVIDED IN THIS ARTICLE VIII, LUCENT AND ITS SUBSIDIARIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSLY OR IMPLIEDLY. BY WAY OF EXAMPLE BUT NOT OF LIMITATION, LUCENT AND ITS SUBSIDIARIES MAKE NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS ARTICLE VIII, LUCENT AND ITS SUBSIDIARIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE GENERAL TECHNOLOGY, OR ANY OF IT WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, KNOW-HOW OR TECHNOLOGY OF ANY THIRD PARTY, AND IT SHALL BE THE SOLE RESPONSIBILITY OF PURCHASER TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH RESPECT TO THE ACQUISITION OF LICENSES UNDER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. EXCEPT AS PROVIDED IN THIS ARTICLE VIII AND EXCEPT FOR CLAIMS BY THIRD PARTIES BASED ON LUCENT's AND ITS ASSOCIATED COMPANIES' OWN USE OR THEIR EXERCISE OF THE HAVE USED RIGHT OF THE GENERAL TECHNOLOGY, LUCENT AND ITS ASSOCIATED COMPANIES SHALL NOT BE HELD TO ANY LIABILITY WITH RESPECT TO ANY PATENT INFRINGEMENT OR ANY OTHER CLAIM MADE BY PURCHASER OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM, THE USE OF THE GENERAL TECHNOLOGY, OR ANY OF IT.

8.05 LUCENT and PURCHASER will not use the GENERAL TECHNOLOGY other than for the purposes authorized herein.

8.06 LUCENT and PURCHASER shall hold all of the GENERAL TECHNOLOGY in confidence and shall not make any disclosure of any or all of such GENERAL TECHNOLOGY to anyone, except to their employees who have a need to know and to any others to whom such disclosure may be expressly authorized hereunder and is necessary to implement the use for which rights are granted hereunder, and that they shall appropriately notify each person to whom any such disclosure is made that such disclosure

is made in confidence and shall be kept in confidence by such person: provided that they shall not be required so to do in respect of portions of the GENERAL TECHNOLOGY, if any, (a) which they agree in writing were previously known to be free of any obligations to keep confidential, or (b) which they agree in writing have become generally known to the public, provided that such public knowledge was not the result of any act attributable to a party or its SUBSIDIARIES, or (c) which they otherwise explicitly agree in writing need not be kept confidential.

8.07 LUCENT will not, without the other's express written permission, make or have made, or permit to be made, more copies of any of the GENERAL TECHNOLOGY than are reasonably needed for or are incidental to their use hereunder, and that each such copy shall contain the same proprietary notices or legends which appear on the GENERAL TECHNOLOGY.

8.08 Except as set out in the Acquisition Agreement and Article VI hereof, PURCHASER and LUCENT will not, without express written permission, (a) use in advertising, publicity, packing, labeling, or otherwise any trade name, trademark, trade device, service mark, symbol or any other identification or any abbreviation, contraction or simulation thereof owned or used by the other or any of its SUBSIDIARIES to identify its products or services, or (b) represent, directly or indirectly, that any product or service produced in whole or in part with the use of any of the GENERAL TECHNOLOGY is a product or service of such other or any of its SUBSIDIARIES or is made in accordance with or utilizes any information or documentation of such other or any of its SUBSIDIARIES.

8.09 It is recognized that prior to or during the performance of this Agreement, LUCENT's or PURCHASER's personnel may unavoidably receive or have access to private or confidential information of the other party which relates to the Business, the Acquired Assets, the PRODUCTS or to any other product, service or business of such other party and which is not GENERAL TECHNOLOGY. LUCENT and PURCHASER agree that all such information shall be subject to confidential obligation under this Article VIII, and that its personnel will comply with reasonable requirements of the other, including identification badges and sign-in procedures for any locations, in connection therewith.

8.10 Except as provided in Article IV, nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, whether or not the exercise of any right herein granted necessarily employs an invention of any existing or later issued patent.

8.11 Neither LUCENT nor PURCHASER shall be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control, including but not limited to acts of God, extraordinary traffic conditions, riots, civil disturbances, wars, states of belligerency or acts of the public enemy, strikes, work stoppages, or the laws, regulations, acts or failure to act of any governmental authority.

8.12 LUCENT, PURCHASER and their respective SUBSIDIARIES shall not be liable for indirect, special, incidental or consequential loss or damages of any nature, however caused.

8.13 This Agreement together with the Acquisition Agreement and Related

Agreements sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or in any prior or referenced existing written agreement between the parties, or as duly set forth on or subsequent to the Effective Date in writing and signed by a proper and duly authorized representative of the party to be bound thereby.

8.14 Neither this Agreement nor any right hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of the other; provided, however, that both parties shall have the right to assign this Agreement to any successor of a related part of its business, which successor shall thereafter be deemed substituted as the party hereto; provided, however, that the assigning party shall continue to be bound by the provisions of Section 8.06 hereof.

8.15 The parties are familiar with the principles of New York State commercial law, and desire and agree that the law of the State of New York, United States of America, (exclusive of its conflict of laws provisions) shall apply in any dispute or arbitration arising with respect to this Agreement or its interpretation.

8.16 LUCENT shall, in response to a request from PURCHASER, inform PURCHASER (i) whether a corporation or other entity identified by PURCHASER is licensed under identified ones of the patents assigned to PURCHASER pursuant to Section 4.01(a) of this Agreement in connection with identified types of products, and (ii) if so licensed, of the scope and duration of such license.

8.17 (a) If a dispute arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree to submit the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty (30) days of the mediation, or in the absence of such selection, to AAA arbitration which shall be governed by the United States Arbitration Act.

(b) Any award made (i) shall be a bare award limited to a holding for or against a party and affording such remedy as is deemed equitable, just and within the scope of the agreement; (ii) shall be without findings as to issues (including but not limited to patent validity and/or infringement) or a statement of the reasoning on which the award rests; (iii) may in appropriate circumstances (other than patent disputes) include injunctive relief; (iv) shall be made within four (4) months of the appointment of the arbitrator; and (v) may be entered in any court.

(c) The requirement for mediation and arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the parties under this Agreement.

(d) The arbitrator shall determine issues of arbitrability but may not limit, expand or otherwise modify the terms of the Agreement.

(e) Each party shall bear its own expenses but those related to the

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compensation and expenses of the mediator and arbitrator shall be borne equally.

(f) The place of mediation and arbitration shall be New York City.

(g) A request by a party to a court for interim measures shall not be deemed a waiver of the obligation to mediate and arbitrate.

(h) The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each party irrevocably waives any claim thereto.

(i) The parties, their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of mediation and arbitration in confidence.

8.18 Any notice or other communication hereunder shall be in writing and shall be sufficiently given to PURCHASER when sent by certified mail addressed to PURCHASER at:

Circo Craft Technologies, Inc.
101 South Hanley Road, Suite 400
St. Louis, Missouri 63105
Attention: David M. Sindelar

or to LUCENT when sent by certified mail addressed to Contract Administrator, Intellectual Property, 2333 Ponce de Leon Boulevard, Coral Gables, Florida 33134. Changes in such addresses may be specified by written notice.

FINAL 11/21/96

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the latest of the dates set forth below.

LUCENT TECHNOLOGIES INC. by LUCENT-
MICROELECTRONICS GROUP

By: 

Date

11-26-96

Title:

President

LUCENT TECHNOLOGIES INC. by INTELLECTUAL
PROPERTY DIVISION

By: 

Date

11-25-96

Title: Vice President - Law

CIRCO CRAFT TECHNOLOGIES, INC.

By: _____

Date _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the latest of the dates set forth below.

LUCENT TECHNOLOGIES INC. by LUCENT-
MICROELECTRONICS GROUP

By: _____ Date _____

Title: _____

LUCENT TECHNOLOGIES INC. by INTELLECTUAL
PROPERTY DIVISION

By: MR Greene Date 11-25-96
Title: Vice President - Law

CIRCO CRAFT TECHNOLOGIES, INC.

By: Tom Gunn Date 11-26-96

Title: ~~He~~ President and Chief Financial Officer

SCHEDULE 1
DEFINITIONS APPENDIX

ASSOCIATED COMPANIES of LUCENT means SUBSIDIARIES of LUCENT.

ASSOCIATED COMPANIES of PURCHASER means Affiliates of PURCHASER.

BACKPLANE means a PRINTED CIRCUIT BOARD used to make point-to-point electrical interconnections having terminals or connector receptacle(s) on one or both sides.

LUCENT's PATENTS means every patent and patent application (including utility models but excluding design patents and design registrations) issued or filed in any country or region of the world which claims or is otherwise directed to an invention disclosed in any patent application filed in that country or region or in any other country or region prior to the Effective Date, provided that, at the Effective Date LUCENT (or any company while a SUBSIDIARY of LUCENT)

(i) has ownership or control of any such patent or application, or

(ii) otherwise has the right to grant any licenses of the type herein granted by LUCENT under such patent.

GENERAL TECHNOLOGY means that technology which is used or held for use in connection with the development, manufacturing, marketing, testing, maintenance, or repair of LISTED PRODUCTS or PRODUCTS in active development in the Business as of the Effective Date (including, without limitation, computer software, including source code, object code and related documentation, technical memoranda and reports, manuals, directories, tangible know-how, schematics, drawings, firmware, process materials, product engineering layouts, instructions that are contained in manufacturing, process and engineering documentation, parts descriptions, process specifications and manufacturing equipment specifications). The term does not mean or include (i) Design Files as defined in the Supply Agreement; (ii) product specifications and design standards used by LUCENT to purchase PRODUCTS from PURCHASER or third parties; or (iii) technology developed independent of the Business at other LUCENT locations and not used in the Business.

LISTED PRODUCTS means the products listed in Schedule 3 attached and the products listed in Schedule 3 to the Supply Agreement as manufactured by LUCENT in the Business on or prior to the Effective Date.

PRINTED CIRCUIT BOARD means an unpopulated board (bare board) manufactured from a rigid polymeric material (whether or not reinforced) with a printed conductive pattern that comprises printed passive components, printed wiring, or combination thereof. The board may be single-sided, double sided, or multilayer.

PRODUCTS means PRINTED CIRCUIT BOARDS and BACKPLANES.

SUBSIDIARY of a company means a corporation or other legal entity (i) the majority of whose shares or other securities entitled to vote for election of directors (or

other managing authority) is now or hereafter controlled by such company either directly or indirectly; or (ii) which does not have outstanding shares or securities but the majority of whose ownership interest representing the right to manage such corporation or other legal entity is now or hereafter owned and controlled by such company either directly or indirectly; but any such corporation or other legal entity shall be deemed to be a SUBSIDIARY of such company only as long as such control or ownership and control exists.

SCHEDULE 2

Technology Transfer Agreement between AT&T Corp. and Standard Supply & Equipment Company, Inc. (formerly Janoff Associates, Inc.), effective August 1, 1988, as amended, relating to drill bits.

Technology Transfer, Marketing and Supply Agreement between AT&T Corp. and LeaRonai Inc., effective May 16, 1994, relating to Imidazole.

Technology Transfer, Marketing and Supply Agreement between AT&T Corp. and The Dexter Corporation, effective September 1, 1994, relating to solder skimmer equipment.

SCHEDULE 3
PRODUCTS

OEM COMCODE LISTING

The following notes apply to the attached document:

MCLS = Merchandise Class

FB122 = Double-Sided Rigid (Make)

FB129 = Double-Sided Rigid (Buy)

FB151 = Multilayer (Make)

FB159 = Multilayer (Buy)

FB161 = Backplane (Connector)

FB162 = Backplane (Fastech)

FB169 = Backplane (Buy)

10/31/96

Schedule 4A

US Patent #	Inventor Case	Title
4,340,092	Chisholm 5	Methods of and Apparatus for Straightening Backplane Supported Pins
4,340,093	Chisholm 6-1-1	Method of Straightening Backplane-Supported Pins
4,340,094	Chisholm 7-2	Methods of Straightening Backplane-Supported Pins
4,365,398	Chisholm 9	Method and Apparatus for Assembling Intermediate-Web Held Terminals
4,398,628	Chisholm 12	Methods of Inserting Pins into an Apparatus and a Pin Supporting Shuttle Used Therefor
4,467,523	Chisholm 11	Methods and Apparatus for Inserting Pins into A Substrate
4,793,052	Ammann 12-2	Method for Positioning a Panel
4,976,423	Durnwirth 1-1-6	Selective Solder Formation on Printed Circuit Boards
5,110,036	Parker 5	Method and Apparatus for Solder Leveling of Printed Circuit Boards
5,206,820	Ammann 15	Metrology System for Analyzing Panel Misregistration in a Panel Manufacturing Process and Providing Appropriate Information for Adjusting Panel Manufacturing Processes
5,335,405	Ammann 17	Method and Apparatus for Aligning Phototools for Photoprocessing of Printed Circuit Boards
Appl. # 08/520192	Emrhein 1	Innerlayer Surface Treating Rack

VIA11216

PATENT
REEL: 011722 FRAME: 0457

Schedule 4B

US Patent #	Inventor Case	Title
4,205,769	Blitchington 17	Method of and Systems for Counting Holes and For Detecting Missing Holes in a Web
4,206,543	Chisholm 3	Pin Insertion Tool
4,216,580	Chisholm 2	Methods of and Apparatus for Assembling Articles with a Support
4,268,172	Blitchington 19	Method of and System for Automatically Adjusting a Threshold Level of a Pulse Generating Circuit to Inspect a Web
4,285,123	Chisholm 4	Pin Removal Tool
4,372,044	Chisholm 8	Method and Apparatus for Straightening Pins
4,373,656	Parker 1-1	Method of Preserving Solderability of Copper
4,556,903	Blitchington 21-1	Inspection Scanning System
4,600,951	Blitchington 22	Scanning Sample Signal Generation, Data Digitizing and Retiming System
4,628,022	Ors 2-3	Multilayer Circuit Board Fabrication Process and Polymer Insulator used Therein
4,759,667	Brown 1	Twist Drill for Drilling Printed Circuit Board Laminates and Having Drill Point Geometry
4,974,335 4,947,335	Blitchington 24	Identification of Workpiece Information
5,014,413	Ammann 13	Method of Apparatus for Solder Leveling of Printed Circuit Boards
5,116,718	Dalton 2-3	Contact Printing Process
5,201,584	Simons 4	Mechanism for Preloading Linear Bearing Slides
5,388,756	Howlett 1	Method and Apparatus For Removing Solder Contaminants from Solder
5,557,690	O'Gorman 3-5	Method and System for Locating Objects with Subpixel Precision
Application 08/497120	Chrisman 2-2	Device for Extracting, Sorting, Handling Drill Bit Cassettes

SCHEDULE 5

SOFTWARE SYSTEMS

UNISON

UNIX (3B Star Server)

S

ISN

AFT

PMXPC (Mail)

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SCHEDULE 6

