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Form PTO 1595  
(Rev. 6-93)

101997161

U.S. Dept. of Commerce  
Patent and Trademark Office

To the Commissioner for Patents: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Boschman Technologies, B.V.

2.11.02

Additional name(s) of conveying party(ies) attached?

☐

Yes

☒

No

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

Name: Koninklijke Philips Electronics N.V.

Internal Address:

Street Address: Groenewoudseweg 15621 BA Eindhoven, The Netherlands

Additional name(s) &amp; address(es) attached?

☐

Yes

☒

No

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Terms

☒Other - Patent and Know-How  
License AgreementExecution Date: June 20, July 3, 2001

## 4. Application number(s) or patent 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) 5,411,170

Additional numbers attached?

☐

Yes

☒

No

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

Name: Philips Electronics North America Corporation

Internal Address:

Street Address: 580 White Plains RoadCity: Tarrytown State: NY Zip: 10591

## 6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41) ...\$40.00☐

Enclosed

☒

Authorized to Deposit Account

8. Deposit Account Number: 14-1270

(Attach duplicate copy of this page 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.

Robert J. Kraus, Reg. 26,358  
Name of Person Signing

  
Signature

1-21-02
  
Date
Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents  
Box Assignments  
Washington, D.C. 20231

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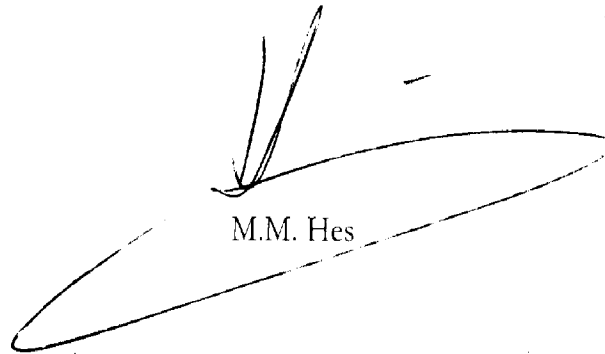
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Boschman.dep

PATENT  
REEL: 012598 FRAME: 0921

I, the undersigned, Mr. Maarten Maurits Hes, prospective-civil-law notary, acting Notary as substitute of Mr. Henricus Arnoldus Cornelis Maria van Iersel, civil-law Notary, residing at Eindhoven, The Netherlands, do hereby certify that I have compared this phototype with the original document and found it to be a true and exact copy of said original.

Eindhoven, November 26, 2001



M.M. Hes

## PATENT AND KNOW-HOW LICENSE AGREEMENT

This Agreement is made by and between:

**Boschman Technologies B.V.**, a corporation organised and existing under the laws of The Netherlands, having its registered head office in Duiven, The Netherlands, represented by its director Mr. F. Boschman (hereinafter referred to as "Boschman"),

and

**Koninklijke Philips Electronics N.V.**, a corporation organised and existing under the laws of The Netherlands, having its registered head office at Groenewoudseweg 1, 5621 BA Eindhoven, The Netherlands, and acting for its Subsidiary Philips Enabling Technologies Group Nederland B.V. (hereinafter referred to as "Philips").

WHEREAS Philips is the manufacturer of devices for automatically encapsulating electronic and semiconductor devices, the so-called Packstar devices, which include a pellet supply and transport system,

WHEREAS Boschman is the purchaser of Packstar devices manufactured by Philips and the supplier of such devices to Boschman customers,

WHEREAS Boschman is the owner of patent rights and know-how pertinent to the pellet supply and transport system used in the Packstar devices,

WHEREAS Boschman, at the Effective Date, is failing to meet its financial obligations with Philips with respect to the past supply by Philips to Boschman of Packstar devices,

WHEREAS Philips is interested in the manufacture of Packstar devices planned in the framework of pending orders by Boschman, and in the supply of these devices without the intervention of Boschman directly to the Boschman customers.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

### Article 1 Definitions

As used herein the following terms shall have the following meanings:

- 1.1 "Agreement" shall mean this present document and the Appendix attached hereto, and signed and initialed by the Parties hereto, the Appendix forming an integral part hereof.
- 1.2 "Effective Date" shall mean June 5<sup>th</sup>, 2001.

- 1.3 "Subsidiaries" shall mean any corporation, company or other legal entity of which more than fifty percent (50%) of the issued and outstanding capital, or of which more than fifty percent (50%) of the power to vote for the election of the directors, now or hereafter, is owned or controlled, directly or indirectly, by Philips, but in respect of each of them only so long as such ownership or control exists.
- 1.4 "Licensed Patents" shall mean the patents and patent applications as listed in the Appendix hereto and including any divisions, reissues, continuations, re-examinations, renewals and extensions thereof.
- 1.5 "Licensed Know-How" shall mean all technical information relating to the pellet supply and transport system used in the Packstar devices and owned by Boschman and/or being at Philips disposal as supplier of the Packstar devices.
- 1.6 "Licensed Product" shall mean any product in the manufacture, use or sale or other disposal of which use is made of the Licensed Know-How or of one or more claims of the Licensed Patents, irrespective of whether such Licensed Patent or Licensed Know-How is used in the country of manufacture, use or sale.

## Article 2 Licenses

- 2.1 Subject to the terms and conditions provided for in this Agreement, Boschman hereby grants to Philips and its Subsidiaries a non-exclusive, free, world-wide license, without the right to grant sublicenses, under the Licensed Patents and the Licensed Know-How to manufacture or have manufactured Licensed Products and to use, sell or otherwise dispose of Licensed Products so manufactured, Philips being responsible for compliance with the terms and conditions hereof by its Subsidiaries.
- 2.2 In case Philips' Enabling Technologies Group Nederland B.V. no longer qualifies as a Subsidiary of Philips, the licenses granted under Article 2.1 shall be transferable to the corporation, company or other legal entity taking over the ownership or control of Philips' Enabling Technologies Group Nederland B.V. .
- 2.3 Boschman shall not assert against a customer, direct or indirect, of Philips or of any Subsidiary any claim for infringement of the Licensed Patents and Licensed Know-How based on the use, sale, or other disposal of Licensed Products which are directly or indirectly purchased by such customer from Philips or any Subsidiary, and which use, sale or other disposal, if performed by Philips or by any Subsidiary, would have been licensed under this Agreement. This non-assertion obligation shall also apply with respect to third parties using the Licensed Patents and Licensed Know-How under Article 2.1.

**Article 3 Term and termination**

- 3.1 The licenses granted under this Agreement shall become effective as from the Effective Date and shall remain in effect during the period wherein Boschman fails to meet its financial obligations with Philips with respect to the supply by Philips to Boschman of Packstar devices. After such period, the licenses shall again become effective during any period in the future wherein Boschman should fail to meet such financial obligations.
- 3.2 If Boschman enters into a proceeding relating to dissolution, files a voluntary petition in bankruptcy, seeks any court or governmental protection from creditors or makes any assignment for creditors, or should an order be entered pursuant to any law relating to bankruptcy or insolvency appointing a receiver or trustee for Boschman, the licenses granted under this Agreement shall become and remain effective till the expiration of the last-to-expire of the Licensed Patents.

**Article 4 Miscellaneous**

- 4.1 Nothing contained in this Agreement shall be construed as:
- (i) a restriction on the right of Philips and/or its Subsidiaries to make, use, sell, lease or otherwise dispose of any particular product or products; or
  - (ii) a warranty or representation by Boschman as to the validity or scope of any patent rights licensed hereunder; or
  - (iii) a warranty or representation that any manufacture, sale, lease, use or other disposition of Licensed Products hereunder will be free from infringement of patent rights or other industrial or intellectual property rights, under which no express licenses have been granted under and pursuant to this Agreement; or
  - (iv) an obligation on Boschman to maintain any patent rights in force.
- 4.2 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Netherlands. The competent courts in the district of 's-Hertogenbosch, the Netherlands shall have sole jurisdiction.

- 4.3 Any notice or request required or permitted to be given under or in connection with this Agreement or the subject matter hereof shall be deemed to have been sufficiently given when, if given to Philips, addressed to:

Philips International B.V./Koninklijke Philips Electronics N.V.  
Philips Corporate Legal Department  
P.O. Box 218  
5600 MD Eindhoven

and, if given to Boschman, addressed to:

Mr. F. Boschman  
Boschman Technologies B.V.  
Nieuwgraaf 336  
6921 RS Duiven

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in a legally binding way

**Boschman Technologies B.V.**

By: 

Name:

Title:

Date: 2001-06-20

**Koninklijke Philips Electronics N.V.**

By: 

Name:

H. Brans

Title:

Philips ETG Almedo

Date:

3 juli 2001

## APPENDIX

Licensed Patent Publication No.	Coun- try	Filing Date	Grant Date	Patent Owner
EP-B-0 599 424 / DE69308487D / DE69308487T	DE	23-11-1993	05-03-1997	Boschman Holding BV
EP-B-0 599 424	FR	23-11-1993	05-03-1997	Boschman Group BV
EP-B-0 599 424	GB	23-11-1993	05-03-1997	Boschman Group BV
EP-B-0 599 424 / NL9202042	NL	23-11-1993	05-03-1997	Boschman Group BV
EP-B-0 599 424	CH	23-11-1993	05-03-1997	Boschman Group BV
JP-A-6278838	JP	23-11-1993		Boschman Group BV
9302443	MY	22-11-1993		Boschman Group BV
US 5,411,170	US	22-11-1993	02-05-1998	Boschman Group BV