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Oocket No: 112690-197;897;898;899

(Rev. 03/01)	ORM COVER SHEET U.S. DEPARTMENT OF COMMER U.S. Patent and Trademark Off
To the Honorable Commissioner of Patents and Trademark	s: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Harris Corporation	Name: Littelfuse, Inc.
Ecco Parent Ltd. $\mathcal{W}\mathcal{V}\mathcal{V}\mathcal{V}$	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes X No	
3. Nature of conveyance:	Street Address: 800 Fast Northwest High®av
X Assignment _ Merger	Street Address: <u>800 East Northwest Highway</u>
_ Security Agreement _ Change of Name	City: Des Plaines State: IL Zip: 60016-309
_ Other	Country: USA
Execution Date(s): October 19, 1999	Additional name(s) & address(es) attached? Yes X No
4. Application number(s) or patent number(s):	
••	cation, the execution date of the application is:
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A. Patent Application No.(s)	B. Patent No.(s)
09/665,283	6,388,555
09/946,294	6,307,462
	attached? Yes X No
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved:
concerning document should be mailed:	7. Total fee (37 CFR 3.41)\$ <u>160.00</u>
Robert W. Connors, Esq.	$\underline{\mathbf{X}}$ Enclosed
Bell, Boyd & Lloyd LLC P.O. Box 1135	\underline{X} Authorized to be charged to deposit account
Chicago, Illinois 60690-1135	8. Deposit account number:
	02-1818
	(Attach duplicate copy of this page if paying by deposit account)
DO NOT US	SE THIS SPACE
9. Statement and signature.	
	g information is true and correct and any attached copy i
true copy of the original document.	August 9, 2002
Robert W. Connors (Reg. No. 46,639) 1 // // // // // // // // // // // // //	Signature August 9, 2002 Date
	ver sheet, attachments, and documents: 14
	ith required cover sheet information to:
Commissioner of Patents &	& Trademarks, Box Assignments
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	PATENT
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This INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into as of October $\underline{/9^{\circ}}$, 1999, by and between Harris Corporation ("Harris"), a Delaware corporation, and Ecco Parent Ltd. (Ireland) (collectively, "Sellers"), and Littelfuse, Inc. ("Buyer").

RECITALS:

WHEREAS, Sellers presently conduct the Suppression Products Business;

WHEREAS, Sellers desire to sell and Buyer desires to purchase Sellers' right to manufacture, market and sell the Suppression Products and certain assets, rights and properties of Sellers used or useful in connection with the Suppression Products Business, all on the terms and subject to the conditions set forth in the Master Transaction Agreement between Buyer and Harris dated August 25, 1999.

WHEREAS, Sellers own or control and have or may have various Intellectual Property rights which relate to or are utilized in the conduct of the Suppression Products Business and the manufacture, marketing and sale of the Suppression Products, and which Buyer desires to acquire by assignment or utilize under License; and

WHEREAS, Sellers wish to grant ownership or licenses to Buyer under the various Intellectual Property rights owned or controlled by Sellers;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, and other good and valuable consideration, the parties hereby agree as follows:

I. DEFINITIONS AND RULES OF CONSTUCTION

Exhibit A to the Master Agreement is incorporated herein by reference.

II. REPRESENTATIONS AND WARRANTIES OF SELLERS

2.1 To the Sellers' IP Knowledge, all owned Software (excluding Transition Services Software) and owned Technology that are specific to the Suppression Products Business are being made available to Buyer through the provisions of this Agreement.

2.2 To the Sellers' IP Knowledge, Schedule 2.2 to this Agreement lists all Patents specific to the operation of the Suppression Products Business.

2.3 To the Sellers' IP Knowledge, Schedule 2.3 to this Agreement lists all Invention Disclosures specific to the operation of the Suppression Products Business.

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2.4 To the Seller's IP Knowledge, Schedule 2.4 to this Agreement lists all Trademarks specific to the operation of the Suppression Products Business, provided that Buyer understands that the aforesaid Trademarks have not been registered with the United States Patent and Trademark Office or any other Governmental Authority trademark registration office and that Sellers make no representations, express or implied, as to their ownership of such Trademarks.

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2.5 To the Sellers' IP Knowledge, except for the License Agreements listed in Schedule 2.5 to this Agreement, and licenses granted in connection with sales of Suppression Products in the ordinary course of business, no other material License Agreements specific to the Suppression Products Business have been entered into with Third Parties by the Business Entities.

2.6 To the Sellers' IP Knowledge, Schedule 2.6 lists all pending third-party suits or notices thereof and written claims or notices to which the Business Entities, or any one or more of them, is a party or recipient, and which (i) relate to License Agreements or Software Licenses which relate to the Suppression Products Business, or (ii) involve any claim by a third party that the sale or use of any product or process in connection with the Suppression Products Business infringes any copyright, maskwork, patent, or Trademark of a third party or involves the misappropriation of any software, technology or trade secret of a third party.

III. ASSIGNMENTS AND TRANSFERS

3.1 <u>Intangible Property Rights</u>. Sellers hereby assign and transfer to Buyer, all right, title and interest of Sellers in and to the Intangible Property Rights that are specific to the operation of the Suppression Products Business. Upon the written request of Buyer, Sellers will use commercially reasonable efforts to confirm and, to the extent appropriate, to record the aforesaid assignment.

3.2 <u>Owned Software and Technology.</u> Sellers hereby assign and transfer all of their ownership, right, title and interest in and to the Software (excluding Transition Services Software) and Technology that are owned by the Business Entities and specific to the Suppression Products Business to Buyer. Certain of such Software and Technology may not presently reside in the Transferred Facility. Upon the written request of Buyer, and to the extent practical, Sellers will use all necessary efforts to deliver, or cause to be delivered, all such non-resident Software and Technology to the Transferred Facility.

3.3 Licensed Software.

(a) Sellers hereby agree, to the extent that they are able to do so, to use commercially reasonable efforts to take or to cause others to take, at Buyer's expense and request, all actions necessary to assign, or, if not assignable, to sublicense to the extent they are able to do so, to Buyer the rights to use the Licensed Software listed in Schedule 3.3 to this Agreement

(b) To the extent that Licensed Software assigned or sublicensed to Buyer pursuant to Section 3.3(a) does not reside in the Transferred Facility as of the Closing Date, and to the extent that Sellers have a right to do so, Sellers will use commercially reasonable efforts to deliver or

cause to be delivered all such non-resident Licensed Software (or copies of such Licensed Software, as the case may be) to Buyer promptly at the written request of Buyer following the Closing Date.

3.4 <u>Patents.</u> Sellers hereby assign and transfer to Buyer, all right, title and interest of Sellers in and to the Patents included in Schedule 2.2 to this Agreement, subject to preexisting license rights, including License Agreements. All such License Agreements and preexisting license rights are listed on Schedule 3.4 to this Agreement.

3.5 <u>Invention Disclosures.</u> Sellers hereby assign and transfer to Buyer, all right, title and interest of Sellers in and to the Invention Disclosures included in Schedule 2.3 to this Agreement subject to preexisting license rights, including License Agreements. All such License Agreements and preexisting license rights are listed in Schedule 3.5 to this Agreement.

3.6 <u>Trademarks</u>. Sellers hereby assign and transfer to Buyer, all right, title and interest of Sellers in and to the Trademarks included in Schedule 2.4 to this Agreement.

3.7 License Agreements. Sellers hereby assign to Buyer their entire right, title, and interest in and to the License Agreements listed in Schedule 2.5 which are specific to the Suppression Products Business to the extent Sellers are able to do so without obtaining the consent of a third party. If any of such License Agreements are found to be not assignable to Buyer and are material to the Suppression Products Business as conducted by Buyer, Sellers will use commercially reasonable efforts as requested by Buyer to provide the economic benefit of such License Agreements to Buyer, and upon doing such, shall be deemed to have satisfied the requirements of Section 2.5 and this Section 3.7.

IV. ADDITIONAL OBLIGATIONS

4.1 <u>Documentation</u>. At and after the Closing Date, each party hereto will execute and deliver any deeds, bills of sale, assignments or assurances and take and do any other actions and things reasonably necessary to vest, perfect or confirm of record or otherwise, in the other party, any and all right, title and interest in, to and under any of the rights, properties or assets of the party acquired or to be acquired by the other party as a result of, or in connection with, this Agreement.

4.2 Additional Transfers to Buyer. If, subsequent to the Closing Date, either party identifies any Intellectual Property rights that are specific to the operation of the Suppression Products Business and not specifically identified in this Agreement, then upon written notice thereof, Sellers shall either (i) in the case of such Intellectual Property rights owned by Sellers, promptly transfer all right, title and interest in such Intellectual Property to Buyer, or (ii) in the case of such Intellectual Property to Buyer, or (ii) in the case of such Intellectual Property to Buyer, or (ii) in the case of such Intellectual Property to Buyer, or (ii) in the case of such Intellectual Property to Buyer to the extent Sellers are able to do so. If, subsequent to the Closing Date, either party identifies any Intellectual Property rights that are material but not specific to the operation of the Suppression Products Business and not specifically identified in this Agreement, then upon notice thereof Sellers shall use all commercially reasonable efforts to grant to Buyer a royalty free, worldwide, non-exclusive

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license to use such Intellectual Property to manufacture, market and sell the Suppression Products. The obligation of Sellers under this Section 4.2 shall be Buyer's sole remedy for any failure to identify or assign or license such Intellectual Property rights, except in the case of wilful misconduct. If Seller identifies any such specific or material Intellectual Property rights Seller shall promptly notify Buyer and identify the Intellectual Property right.

4.3 <u>Grant-Backs</u>. Buyer agrees that, upon Sellers' reasonable request, Buyer and its Subsidiaries shall reassign or return, as the case may be, to Sellers any Intellectual Property that may reside in the Transferred Facility as of the Closing Date but were not transferred, assigned or sublicensed to Buyer, or that may have been inadvertently transferred or delivered by Sellers to Buyer but should not have been so transferred or delivered.

4.4 Continuing Rights of Sellers.

(a) Subject to Paragraph (b) below, Sellers hereby reserve, and Buyer hereby grants, to Sellers a royalty-free, worldwide, nonexclusive license under the Intellectual Property rights to manufacture and incorporate products into other products to be sold to third parties.

(b) For the first three (3) years following the Closing Date, Sellers shall practice the license reserved and granted pursuant to Section 4.4(a) only in manners consistent with the provisions of Section 7.2 of the Master Agreement. After such three (3) year period, the license reserved and granted pursuant to Section 4.4(a) shall be unrestricted by such Section 7.2.

4.5 Additional Agreements.

(a) In support of the patenting and utilization of Invention Disclosures by Buyer or the Transferred Subsidiaries, Sellers agree, upon the written request of Buyer, to make corresponding assignments to Buyer or such Subsidiaries as may be appropriate, of its rights and remedies against the inventors thereof, or any of them, so far as relating to such unpatented inventions and arising by operation of law, estoppel, implication or express contract, including, without limitation, those rights as expressed in contracts between Sellers and present and past employees and consultants.

(b) If the assignment of any Intellectual Property right, or the grant of any non-assertion hereunder, would impose or result in any obligation of Sellers to make any payments under Applicable Law or by reason of agreement existing prior to the Closing Date, excepting only as such payment may be required to be made to a Subsidiary of Sellers, but including any such payments as may be due upon licensing (but not for Sellers' own use) to inventors under the laws of any country, then and in such event the assignment or non-assertion shall be effective as of the Closing Date, but shall be subsequently rescindable by Sellers unless and until Buyer undertakes by binding instrument in writing to make such payment in the place and stead of Sellers. Sellers shall notify Buyer in writing at least sixty (60) days in advance of any such obligation(s) to make payments which are within its reasonable knowledge.

(c) Except for the express representations and warranties in this Agreement or the Master Agreement, no warranty or representation is hereby given or implied with respect to the validity of any Patent or the ownership of any Intellectual Property.

(d) Except as otherwise expressly provided herein, no obligation is hereby assumed by Buyer or Sellers or their Subsidiaries to maintain, prosecute, enforce or litigate, file, assert, or defend any Patent or Patent to issue on Invention Disclosure within the scope of this Agreement.

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(e) The rights transferred or granted to, or retained by, any party under this Agreement may be transferred or granted to others by such party together with the business to which such rights pertain, or pro tanto with a sale of a part of that business; <u>provided</u> that such transfer or grant shall not diminish or otherwise adversely affect the rights held or retained by the party hereto not involved in such transfer.

4.6. <u>Closing Transfers Concerning Patents.</u> Patents are owned by either Harris or Harris Ireland Limited ("HI"). The record owners of Patents owned by HI include HI's predecessors. At the Closing, Sellers will deliver, or cause to be delivered, (a) suitable for recording in the United States Patent and Trademark Office, assignments to Buyer of the United States-issued patents and applications therefor included in Patents that are owned by HI and Harris, and (b) suitable for recording in the appropriate offices of foreign jurisdictions, assignments to Buyer, or one or more of its designated Subsidiaries, of foreign-issued patents and applications therefor included in Patents that are owned by HI and Harris. Such assignments shall be in form and substance reasonably satisfactory to Buyer and its counsel. Sellers shall be responsible for Sellers' and Sellers' predecessors expenses incurred under this Section 4.6.

V. MISCELLANEOUS PROVISIONS

5.1 <u>Survival.</u> The representations and warranties of Sellers in this Agreement, including the Schedules hereto, shall survive for the period specified in the Master Agreement and then expire.

5.2 <u>Confidentiality.</u>

(a) Following the Closing, as to the Intellectual Property transferred and assigned hereunder, Sellers, and as to that Intellectual Property subject to Sections 4.3 and 4.5 of this Agreement, Buyer, shall (i) maintain the confidentiality of, and (ii) not divulge, to any Person, all confidential or proprietary information, except with the prior written consent of the other party or to the extent that such information is required to be divulged by legal process or as it may have otherwise become public information without breach of this Agreement; provided, however, that Buyer, Sellers and their Subsidiaries shall not be subject to the obligation of confidentiality for information that (x) otherwise becomes lawfully available after the Closing Date on a non-confidential basis from a third party who is not under an obligation of confidentiality to the other party, (y) is or becomes generally available to the public without breach of this Agreement, or (z) is disclosed by a party having such obligation more than five (5) years after Closing.

(b) Each of the parties, in carrying out its obligations of confidentiality set forth in this Section 5.2, shall follow those procedures, and observe that standard of care, that such party follows and observes with respect to its own confidential information and proprietary

data that is not the subject matter of this Agreement but which is of similar importance. However, any inadvertent disclosure, despite the exercise of such a standard of care, shall not constitute a breach of this Section 5.2.

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5.3 Agreement Conventions. Exhibit B to the Master Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the parties each have caused this Agreement to be duly executed by a duly authorized officer and delivered in its name and on its behalf, all as of the day and year first above written.

HARRIS CORPORATION

By:

Ronald R. Spoehel

Vice President-Corporate Development

ECCO PARENT LTD. (IRELAND)

By:

David S. Wasserman, Director

BUYER

By:

Name: Title: _____

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data that is not the subject matter of this Agreement but which is of similar importance. However, any inadvertent disclosure, despite the exercise of such a standard of care, shall not constitute a breach of this Section 5.2.

5.3 <u>Agreement Conventions</u>. Exhibit B to the Master Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the parties each have caused this Agreement to be duly executed by a duly authorized officer and delivered in its name and on its behalf, all as of the day and year first above written.

HARRIS CORPORATION

By:

Name: Title:			
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ECCO PARENT LTD. (IRELAND)

By:

LITTELFUSE, INC.

By:

Name: Philip G. Franklin, Vice President Title: Treasurer and Chief

Financial OFFicer

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IPA Schedule 2.2

PATENTS SPECIFIC TO SUPPRESSION PRODUCTS BUSINESS

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See attached patent listing.

Wash. Doc. #40493v4 (October 14, 1999)

SCHEDULE 2.2 LIST OF PATENTS (AS OF AUGUST 23, 1999)

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H3058	RD 12567	sn	Granted	239246	02-Mar-1981 4441094	U3-APF-1984 SOLDERABLE LARGELY BASE METAL ELECTRODES FOR	ASE METAL ELECTRODES FOR
H3097	28SP01379	DE	Granted	3731966.3	23-Sep-1987 3731966	09-Feb-1995 SURFACE MOUNT VARISTOR	JR
H3097	28SP01379	ď	Pending	62-239140			ŽR.
H3097	28SP01379	NS	Granted	911929	26-Sep-1986 4706060	10-Nov-1987 SURFACE MOUNT VARISTOR	
H3098	28SP01380	٩ſ	Pending	62-239141	25-Sep-1987		AISTOR
H3098	28SP01380	US	Granted	911931	26-Sep-1986 4785276	15-Nov-1988 VOLTAGE MULTIPLIER VARISTOR	RISTOR
H3129	36-SP-1184	CA	Granted		1182278	12-Feb-1985 VARISTOR WITH TETRAGONAL ANTIMONY ZINC OXIDE	NAL ANTIMONY ZINC OXIDE
H3129	36-SP-1184	NS	Granted	191314	26-Sep-1980 4397773	09-Aug-1983 VARISTOR WITH TETRAGO	AUDITIVE VARISTOR WITH TETRAGONAL ANTIMONY ZINC OXIDE
H3132	36-SP-1210	CA	Granted		1152077		
H3412	RD 07519	s s	Granted	8AD762		14 Pro 4000 OutVol TOPT VENDED	
H2414			Giailleu	040207	U/-UC(-19// 4304U21	14-DEC-1982 LOW VOLIAGE VARISTOR CONFIGURATION	CONFIGURATION
+ + · · ·	14U U/030	5	Granted			08-Mar-1983 PROCESS FOR PREPARING LOW VOLTAGE VARISTORS	G LOW VOLTAGE VARISTORS
H3414	RU 0/658	SU	Granted	935589	21-Aug-1978 4377541	22-Mar-1983 PROCESS FOR PREPARIN	PROCESS FOR PREPARING LOW VOLTAGE VARISTORS
H3448	RD 08849	CA	Granted		1148271	14-Jun-1983 MULTI-TERMINAL VARISTOR CONFIGURATION	R CONFIGURATION
H3486	RD 11327	SU	Granted	247964	26-Mar-1981 4349496	14-Sep-1982 METHOD FOR FABRICATING FREE STANDING THICK FILM	G FREE STANDING THICK FILM
H3495	RD 12006	SN	Granted	060920	26-Jul-1979 4285839	25-Aud-1981 VARISTORS WITH LIPTLIRN AT HIGH CLIRBENT LEVE	AT HIGH CLIPPENT I EVEL
H3627	RD 16175A	DE	Granted	85115302.3	03-Dec-1985 3571890.0		
H3627	RD 16175A	EP	Granted	85115302.3	03-Dec-1985 0184182	26-Jul-1989 TURUI AR VARISTOR ARRANCEMENT	NGEMENT
H3627	RD 16175A	FR	Granted	85115302.3	03-Dec-1985 0184182	26-Jul-1989 TUBUI AR VARISTOR ARRANGEMENT	NGEMENT
H3627	RD 16175A	GB	Granted	85115302.3	03-Dec-1985 0184182	26-Jul-1989 TUBULAR VARISTOR ARRANGEMENT	NGEMENT
H3627	RD 16175A	٩ſ	Granted	60-0270864	03-Feb-1985 1625142	18-Nov-1991 TUBULAR VARISTOR ARRANGEMENT	NGEMENT
H3627	RD 16175A	Z	Granted	85115302.3	03-Dec-1985 0184182	26-Jui-1989 TUBULAR VARISTOR ARRANGEMENT	NGEMENT
H3627	RD 16175A	IUS	Granted	678726	05-Oct-1984 4638284		NGEMENT
H3747	28SP01358	SN	Pending	900458	26-Aug-1986		DED VARISTOR
H3906	36-SP-1122	G	Granted		1153828	13-Sep-1983 THIN FILM VARISTOR	anna a chuir Mhala a mar a ta dhuireanna an ann ann ann ann ann ann ann ann
H3906	36-SP-1122	SN	Granted	104564	17-Dec-1979 4272754	09-Jun-1981 THIN FILM VARISTOR	nan anna an Maridan (1991) ann ann an Anna Anna Anna Anna Anna An
5 3918	36-SP-1280	SD	Granted	334627	28-Dec-1981 4371860	01-Feb-1983 SOLDERABLE VARISTOR	n an
13 ¹	XRCA76431B	SN	Granted	644452	27-Aug-1984 4567500	28-Jan-1986 SEMICONDUCTOR STRUCTURE FOR PROTECTING INTEGRATED CIRCUITS	URE FOR PROTECTING
1 670	28-EC-0002	US	Granted	07/543516	26-Jun-1990 5235310	10-Aug-1993 VARISTOR POWER COMPOSITIONS	SITIONS
H5670 A	28-EC-0002	SN	Pending	08/033104		VARISTOR POWER COMPOSITIONS	SITIONS
H5671	28-EC-0003	B	Pending	P4108674.0	16-Mar-1991	MULTILAYER VARISTOR W	MULTILAYER VARISTOR WITH PIN RECEIVING APERTIBES
H5671	28-EC-0003	FR	Granted	91/03193	15-Mar-1991 91/03193	30-Dec-1994 MULTILAYER VARISTOR WITH PIN RECEIVING APERTURES	TH PIN RECEIVING APERTURES
H5671	28-EC-0003	GB	Granted	9005991.6	16-Mar-1990 2242065	27-Apr-1994 MULTILAYER VARISTOR WITH PIN RECEIVING APERTURES	TH PIN RECEIVING APERTURES
H5671	28-EC-0003	Щ	Granted	870/91	15-Mar-1991 73644	23-May-1997 MULTILAYER VARISTOR WITH PIN RECEIVING APERTURES	TH PIN RECEIVING APERTURES
H5671	28-EC-0003	٩	Pending	3-76869	17-May-1991	MULTILAYER VARISTOR W	MULTILAYER VARISTOR WITH PIN RECEIVING APERTURES
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2-E-C-0004 GB Granted 97/197 15-Mar-190 24-00-190 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 22-40-005 23-40-00	7/	28-EC-UU04	СF СF	Pending	P4108535.3	15-Mar-1991	VARI	STOR STRUCTURES
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28-EC-0004 UP Pending 3-5430 17.May-1991 511221 19.May-1992 28-EC-0005 UB Granted 07:543921 5-Jun-1990 511221 19.May-1993 28-EC-0005 UB Fending 27.541 15.Mar-1991 55044 04.06:1992 28-EC-0005 UB Fending 27.5471 15.Mar-1991 55044 13.041193 28-EC-0005 UB Fending 27.5871 15.Mar-1991 55044 13.041193 28-EC-0006 US Granted 0755394 15.Mar-1991 55044 13.041193 28-EC-0006 US Fending 27.561 15.Mar-1991 5504 04.041393 28-EC-0006 US Fending 07554332 2.6.Mur-1991 28.407-1991 28-EC-0006 US Fending 0755540 15.Mur-1993 28.7178 17.Nov-1998 28-EC-0006 US Fending 0755540 2.6.Mur-1993 28.401-1994 28-EC-0006 US Fending 0755554	2	28-EC-0004	ш	Granted	871/91		04-Oct-1995 VARI	STOR STRUCTURES
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IPA Schedule 2.3

INVENTION DISCLOSURES SPECIFIC TO SUPPRESSION PRODUCTS BUSINESS

See attached invention disclosure listing.

SCHEDULE 2.3 LIST OF INVENTION DISCLOSURES (AS OF AUGUST 23, 1999)

	(AS OF AUGUST 23, 1999)		7/22/99 THERMAL MOV (METAL OXIDE VARISTOR)	PACKAGE		3/19/99 THERMALLY PROTECTED MOV IDEA	6/24/98 PASSIVATION SYSTEM FOR NICKEL BARRIER PROGRAMME, MULTILAYER VARISTORS	
RECORDED: 08/16/2002	RECOR	pass.	E-1542-MV	: SE-1530-MV	SE-1523-MV	1/ SE-1516-MV	9 SE-1447-MV	2002

PATENT REEL: 013193 FRAME: 0144

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