Substitute Form PTO-1595 Attorney Docket No.: 14068-017001 Client's Ref. No.: 00P7576

## **RECORDATION FORM COVER SHEET PATENTS ONLY**

| Commissioner for Patents: Please record the attached original docume   | nt(s) or copy(ies).   |
|--|---|
| Name of conveying party(ies):  | Name and address of receiving party(ies):   |
| Infineon Technologies North America Corp.<br>1730 N. First Street<br>San Jose, CA 95112                                      | Vishay Infrared Components, Inc.<br>2201 Laurelwood Rd.<br>Santa Clara, CA 95054-1595       |
| Additional name(s) attached? 🗅 Yes 🗵 No  |   |
| 3. Nature of conveyance:   |   |
| <ul> <li>☑ Assignment</li> <li>☐ Merger</li> <li>☐ Security Agreement</li> <li>☐ Change of Name</li> <li>☐ Other:</li> </ul> |   |
| Execution Date: 07/26/2001   | Additional names/addresses attached? ☐ Yes ☑ No   |
| Application number(s) or patent number(s):   |   |
| If this document is being filed with a new application, the execution  | date of the application is:   |
| A. Patent Application No(s).:  | B: Patent No(s).:   |
| 09/547,475   |   |
| Additional numbers at  | tached? ☐ Yes 図 No  |
| <ol><li>Name/address of party to whom correspondence concerning<br/>document should be mailed;</li></ol>                     | 6. Total number of applications/patents involved: 1   |
| DAVID J. GOREN   | 7. Total fee (37 CFR §3.41): \$40   |
| Fish & Richardson P.C.   | □ Enclosed  |
| 500 Arguello Street, Suite 500<br>Redwood City, California 94063   | ☑ Authorized to charge Deposit Account.   |
| Redwood City, California 94063   | 8. Deposit Account No.: 06-1050   |
|  | Please apply any additional charges, or any credits, to our<br>Deposit Account No. 06-1050. |
| DO NOT USE   | THIS SPACE  |
|  |   |
| 9. Statement and Signature: To the best of my knowledge and any attached copy is a true copy of the original documen         |   |
| David J. Goren  Reg. No. 34,609  Name of Person Signing  Signature   | 7/zz/03   |
| Tota   | al number of pages including coversheet, attachments and document: 7                        |

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#### CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

Date of Transmission

REEL: 013823 FRAME: 0442

#### EXHIBIT E TO THE ACQUISITION AGREEMENT

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### INTELLECTUAL PROPERTY ASSIGNMENT

### AND LICENSE AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is made on the 24 day of 301, between Infineon Technologies North America Corp., a corporation registered in Delaware, USA (hereinafter referred to as "Infineon California") on the one part and Vishay Infrared Components Inc., a corporation registered in California, USA ("Vishay California") on the other part.

#### RECITALS:

WHEREAS, pursuant to an Acquisition Agreement between Infineon Technologies AG ("IFX") and Vishay Europe GmbH ("Vishay Germany") dated as of June 27, 2001 ("Acquisition Agreement"), IFX and its Subsidiaries are selling and Vishay Germany and its Affiliates are acquiring the Acquired Business;

WHEREAS, pursuant to the Acquisition Agreement, IFX has agreed to assign or license (as the case may be) to Vishay Germany and its Affiliates certain intellectual property used in the operation of the Acquired Business, and Vishay Germany has agreed to license back to IFX the intellectual property assigned by IFX to Vishay pursuant to this Agreement;

NOW, IT IS HEREBY AGREED BY BOTH PARTIES as follows:

#### **DEFINITIONS:**

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Acquisition Agreement.

The following terms used herein shall have the following meanings:

"Assigned IPR" means the IPR (as hereinafter defined) set forth on Schedule 1.1.

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## EXHIBIT E TO THE ACQUISITION AGREEMENT

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"Assigned Know-How" shall have the meaning set forth in Section 4.1 hereof.

"IPR" means patents, patent applications and inventions, the inventions covered by and disclosed in said patent applications and all divisions and continuations for such patents and patent applications.

"Licensed IPR" means the IPR set forth on Schedule 2.1.

#### 1. Assigned IPR

As of the Transfer Date and subject to the terms and conditions of this Agreement, Infineon California sells, transfers and assigns to Vishay California Infineon California's entire right, title and interest in and to the Assigned IPR, the same to be held and enjoyed by Vishay California, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, to the extent that such right, title and interest would have been held by Infineon California had this assignment not been made.

Infineon California hereby undertakes and agrees to execute all documentation, including petitions, powers of attorney and assignments as may be reasonably necessary or useful in perfecting such rights in Vishay California.

1.2 Notwithstanding the foregoing, any license granted by Infineon California or its predecessor or any of their Affiliates under the Assigned IPR to third parties prior to the Transfer Date shall remain in full force and effect and shall not be affected by this assignment.

#### 2. Licensed IPR

As of the Transfer Date and subject to the terms and conditions of this Agreement, Infincon California hereby grants to Vishay California and its Affiliates a perpetual (or the longest period permitted at law), worldwide, paid-up, royalty-free, non-exclusive license under the Licensed IPR to use, make, have made, develop, import, export, sell or otherwise dispose of LISA Products.

Neither Vishay California nor its Affiliates shall have any right to sell, sublicense or otherwise transfer or encumber the Licensed IPR without Infineon California's express prior written consent (which may be withheld or granted at Infineon California's absolute discretion), except as provided in Section 11 below.

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For the avoidance of doubt, the license granted herein to Vishay California and its Affiliates shall include the right for their customers to use, process and release or resell LISA Products purchased or leased from them for their intended use in end products.

## License Back to Infineon California and IFX

As of the Transfer Date and subject to the terms and conditions of this Agreement, Vishay California hereby grants to Infineon California and IFX and the Subsidiaries of IFX a perpetual (or the longest period permitted at law), worldwide, paid-up, royalty-free, non-exclusive license under the Assigned IPR and the Assigned Know-How to use, make, have made, develop, import, export, sell or otherwise dispose of products.

ement Exhibit E.doo

PATENT REEL: 013823 FRAME: 0445 Neither Infineon California nor IFX or Subsidiaries shall have any right to sell, sublicense or otherwise transfer or encumber the Assigned IPR or Assigned Know-How without Vishay California's express prior written consent (which may be withheld or granted at Vishay California's absolute discretion), except as provided in Section 11 hereof.

For the avoidance of doubt, the license granted herein to Infineon California, IFX and its Subsidiaries shall include the right for their customers to use, process and release or resell products purchased or leased from them for their intended use in end products.

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#### 9. <u>Counterparts</u>

This Agreement may be executed simultaneously in several duplicate originals in the English Language, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

N WITNESS WHEREOF the anthorized representative of the Parties hereto have duly gued this Intellectual Property Assignment and License Agreement on the day and year first have written.

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afineon Technologies North America Corp.

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Jan du Preez - President

)ate:

7/26/01

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Schedule 1.1 - Assigned IPR (from Infinean Technologies North America Corp.)

| ocket (Family No.)   | Tille  | Owner    | Product      | Stafus  |   |
|--|--|----------|--------------|---------|---|
| . 1407440  | HIGHLY ALIGNED OPTICAL DEVICE  | ITC      | CUSTOM       | pranled |   |
| 3 1307468  | Monolithic, muliple-channel optical coupler.   | 110      | COUPLER      | granled |   |
| 307477   | OPTICALLY-COUPLED DIFFERENTIAL LINE RECEIVER   | 2        | COUPLER      | granted |   |
| IS307478   | Optically-coupled differential line driver,  | 1TC      | COUPLER      | granted | _ |
| 19307479   | MONOLITHIC OPTICAL EMITTER-DETECTOR HAVING A CONTROL AMPLIFIER MITTH A SEEDBACK SIGNAL | IIC      | COUPLER      | granled |   |
| 19307480   | linear bidirectional outconvoler   | JI J     | CONGLED      | pramod  |   |
| 19407403   | OPTICALLY-COUPLED DATA ACCESS ARRANGEMENT AND TRANSHYBRID                              | ]<br>[]  | DAA LLIN     | granted |   |
| 19407442   | OPTICAL ENCODER WITH ALIGNMENT OF SOURCE, DETECTOR, AND                                | 2 2      | CUSTOM       | oranled |   |
|  | MODULATOR  |          |              | j       |   |
| 19407443   | METHOD OF ALIGNING A LIGHT PATHWAY FOR AN OPTICS APPARATUS                             | πc       | CUSTOM       | granted |   |
| 19507479   | MONOLITHIC LINEAR OPTOCOUPLER.   | IIC      | COUPLER      | granted |   |
| 19507480   | METHOD OF MANUFACTURING A MONOLITHIC LINEAR OPTOCOUPLER                                | ЦC       | COUPLER      | granted |   |
| 9507481  | DATA ACCESS ARRANGEMENT HAVING IMPROVED TRANSMIT-RECEIVE                               | IIC      | DAA          | granted |   |
|  | SEPARATION   |          |              | ı       |   |
| 9507482  | A COMBINATION HOOK/SWITCH CONTROL AND POLARITY GUARD WITH                              | ЩС       | DAA          | granted |   |
| 6741040  | INTEGRAL DAIVE I MANAGO I ONO  |          | <br> -<br> - |         |   |
| 19507542   | LOW PROFILE OF LICAL DEVICE WITH MULTIPLE MOUNTING                                     | ဥ        |              | granted |   |
| 16707434   | A VOLTAGE DISCUADOS CIDOS IIT  | 9        | 100          | 1       |   |
| HONOLOGICA CONTRACTOR OF THE PARTY OF THE PA | A VOLIMBE DISCURRED CINCUIT  | اد       | COUPLER      | pending |   |
| 9907664  | HIGH-SPEED OF TOCOUPLER DRIVER   | <u>မ</u> | COUPLER      | pending |   |
| 3907665  | HIGH-SPEED OPTOCOUPLER DETECTOR  | )<br>]   | COUPLER      | pending |   |
| 9907686  | OPTICAL SPOT SENSOR  | ITC      | CUSTOM       | pending |   |
| <b>22</b> 07927  | FAST-SWITCHING COMPARATOR WITH HYSTERESIS  |          | COUPLER      | pending |   |
| <b>40</b> 7575   |  | ILC      | COUPLER      | pending |   |
| 1 <b>6</b> 007576  | Electrically-Counductive Grid Shield For Semiconductors                                | ILC      | COUPLER      | pending |   |
| 18407595   | Transistor With Integrated Photodetector For Conductivity Modulation                   | TC       | COUPLER      | pending |   |
| PATENT<br>3823 FRAME: 0448   | Dage 1 of 1  |          |              |         | , |

Attorney's Docker No.: 14068-017001 Client's Ref. No.: 00P7576

# OFFICIAL COMMUNICATION

### **FACSIMILE**

### TO THE ATTENTION OF:

## MAIL STOP ASSIGNMENT

MAIL STOP ASSIGNMENT FAX NO: 703/306-5995

Number of pages including this page

Applicant: David Whitney et al.

Serial No.: 09/547,475

Filed : April 12, 2000

FACSIMILE COMMUNICATION

Art Unit : 2831

Examiner: H. Ngo

: ELECTRICALLY-CONDUCTIVE GRID SHIELD FOR SEMICONDUCTORS Title

# MAIL STOP ASSIGNMENT RECORDATION SERVICES

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Sir:

Attached to this facsimile communication cover sheet is a Recordation Form Cover Sheet and Assignment, faxed this 22<sup>nd</sup> day of July, 2003, to Mail Stop Assignment Recordation Services, U.S. Patent and Trademark Office.

Respectfully submitted,

Date: July 22, 2003

Reg. No. 34,609

PTO Customer No. 26181 Fish & Richardson P.C. 500 Arguello Street, Suite 500 Redwood City, California 94063 Telephone: (650) 839-5070

**RECORDED: 07/22/2003** 

Fax: (650) 839-5071

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NOTE: This facsimile is intended for the addressee only and may contain privileged or confidential information. If you have received this facsimile in error, please immediately call us collect at (650) 839-5070 to arrange for its return. Thank you.

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