

04-25-03

D/S

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Honorable Commissioner for Patents: Please record the attached original document(s) or copy(ies) thereof.

1. Name of Conveying Party(ies): ERICSSON INC. 4-24-03
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of Party(ies) receiving an interest (assignee(s)):
Name: INFINEON TECHNOLOGIES AG 04-30-2003
Address: ST-MARTIN-STRASSE 53
P. O. BOX 80 09 49
81609 MUNICH
Country: GERMANY 102435068
Additional name(s) and address(es) attached? Yes No

3. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date(s) of the application is:
A. Patent Application No(s): 10/037,638 filed 10/22/2001
B. Patent No(s):
Others on additional sheet(s) attached? Yes No

4. Nature of Conveyance:
Assignment Merger Change of Name:
Verified Translation Security Agreement X Other: "ASSIGNMENT OF PATENTS AND KNOW-HOW AGREEMENT US"
Execution Date(s): JUNE 12, 2002

5. Name and address of party to whom correspondence concerning document should be mailed:
ANDREAS GRUBERT
BAKER BOTTS L.L.P. (023640)
ONE SHELL PLAZA
910 LOUISIANA STREET
HOUSTON, TEXAS 77002-4995
ANDY.GRUBERT@BAKERBOTTS.COM

6. Total number of applications and patents involved:
Application(s): 1
+ Patent(s):
= Total: 1
7. Total Fee (37 C.F.R. § 3.41) . . . . \$40.00
CHECK IN THE AMOUNT OF \$40.00 IS ENCLOSED .
8. Authorized to be charged to Deposit Account NO
9. Deposit Account No.: 02-0383
(Duplicate copy of this sheet attached)
Charge any underpayment or credit any overpayment to above Deposit Account, order no. 068736.0169.

DO NOT USE THIS SPACE

10. 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.
Bruce W. Slayden II (REG. NO. 33,790) [Signature] April 24, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9 PAGES\*, AND 1 CHECK
\*(INCLUDES DUPLICATE COVER PAGE FOR FEE PROCESSING, AND COPY OF ASSIGNMENT AGREEMENT AND SCHEDULE A1)

04/29/2003 ECOOPER 00000149 10037638
01 FC:8021 40.00 DP



**ASSIGNMENT OF PATENTS AND KNOW-HOW  
AGREEMENT US**

Ericsson Inc, a corporation duly established and existing under the laws of Delaware, having its registered office at 740 East Campbell Road, Richardson, TX 75081, USA ("EUS"), and Infineon Technologies AG, a stock corporation duly established and existing under the laws of Germany, having its registered office at St-Martin-Strasse 53, P.O. Box 80 09 49, 81609 Munich, Germany ("Infineon"), have on this day, June 12, 2002, agreed as follows (the "Agreement").

**WITNESSETH:**

WHEREAS, EUS is the sole owner of all right, title and interest in and to the patents, patent applications and inventions listed in the attached Schedule A1 (the "Patents") and certain copyrights and know-how pertaining to the RF Power business of the Business according to the GTA (as defined below) transferred to Infineon (the "RF Power Business");

WHEREAS, Ericsson Holding International BV and Infineon has entered into a General Transfer Agreement on this day (the "GTA");

WHEREAS, EUS, in accordance with the GTA and the Specific Transfer Agreement Assets Liabilities US, entered into by EUS and Infineon Technologies North America Corp on June 12, 2002 (the "STA") wishes to assign and transfer the Patents and assign/ license certain copyrights and know-how pertaining to the RF Power Business to Infineon;

WHEREAS, Infineon wishes to obtain, the right, title and interest in and to the Patents and the title/license to certain copyrights and know-how pertaining to the RF Power Business;

NOW, THEREFORE, the parties agree as follows.

**1. Assignment**

1.1 For the purposes of this Agreement,

a) the term "Copyrights and Know-How" shall mean industrial, technical and commercial information including data, formulae, drawings, specifications, components lists, instructions, manuals, brochures, catalogues and process descriptions;

b) the term "Assigned Copyrights and Know-How" shall mean the Copyrights and Know-How pertaining to and used exclusively within the RF Power Business and not within other businesses of EUS or its Affiliates;

c) the term "Licensed Copyrights and Know How" shall mean the Copyrights and Know-How owned or sub-licensable by EUS and which do not constitute Assigned Copyrights

and Know-How but which Copyrights and Know-How pertain to and are used within the RF Power Business.

- 1.2 The Patents and the Assigned Copyrights and Know-How are assigned and transferred and the Licensed Copyrights and Know How are licensed at a price of EUR 75,000,000. Payment shall be made at Closing as specified in the GTA. EUS hereby irrevocably authorizes Ericsson Holding International BV to receive any amounts due pursuant to this Agreement on behalf of EUS.
- 1.3 For good and valuable consideration, EUS hereby
- (i) assigns and transfers to Infineon, all right, title and interest in and to the Assigned Copyrights and Know-How and the Patents, along with any and all rights of enforcement with respect to the Patents, including all rights to sue and recover for the past infringement thereof, and any and all causes of action related thereto,
  - (ii) agrees at any time to execute and to deliver upon request of Infineon such additional documents, if any, as are necessary or desirable to transfer the ownership of the Assigned Copyrights and Know How and the Patents, and otherwise to do whatever necessary to give the full effect to the rights of Infineon under this Agreement, including the execution, delivery and procurement of further documents evidencing this assignment as may be necessary or desirable, and
  - (iii) grants to Infineon a non-exclusive, perpetual, royalty-free, world-wide, irrevocable right and license to use the Licensed Copyrights and Know How for all purposes relating to the RF Power Business. Such license shall be sub-licensable within the field of the RF Power Business. Each such sub-licensee shall, to the extent applicable, be bound by terms and conditions corresponding to the terms and conditions of this Agreement.
- 1.4 All costs for registration of the changed ownership of the Patents shall be borne by Infineon. In addition, Infineon shall assume all costs for maintaining the Patents and the administration thereof, which costs become due after the Closing Date (as defined in the GTA).
- 1.5 Representations and warranties covering the Copyrights and Know-How and the Patents are set forth exclusively in the GTA and, except as set forth in the GTA, the assignment and transfer and license of the Copyrights and Know-How and the Patents under this Agreement is made on an "as is" basis, without any express or implied representations or warranties. Except for as set forth in the GTA, EUS will have no liability whatsoever with respect to the Copyrights and Know-How and the Patents under this Agreement and Infineon will have no rights whatsoever in respect of any matter, and will not have any rights to make any claims against EUS, based on the assignment and transfer and license of the Copyrights and Know-How and the Patents pursuant to the Swedish Act of 1990 on Sale of Goods (*Sw. Köplagen (1990:931)*) or the Swedish Act of 1987 on International Sales (*Sw. Lagen (1987:822) om internationella köp*) (or any foreign equivalents thereof) or any similar principles of law.
- 1.6 Except for as set forth in the GTA, Infineon hereby confirms that it has not relied on any warranty, representation, indemnity, covenant, undertaking, or liability under any statute or legal principle, which is not expressly contained in this Agreement.

PATENT

REEL: 013982 FRAME: 0789

**2. Grant back licenses etc.**

2.1 For the purpose of the below Section 2.2, the term "Semiconductor Devices" shall have the meaning stated in the GTA. For the purpose of this Agreement, the term "Affiliate" shall have the meaning stated in the GTA.

2.2 Infineon hereby grants to EUS and its Affiliates a non-exclusive, world-wide irrevocable royalty-free fully paid up license to use the Patents including to

a) design and have made Semiconductor Devices, intended for use in and together with other products, i.e. not intended for sale as stand-alone-products, covered by the Patents as well as to make, have made, design, market, sell, supply, import, distribute, service and otherwise utilize and promote any and all products containing Semiconductor Devices; and

b) to make, have made, design, market, sell, supply, import, distribute, service and otherwise utilize and promote any and all products other than Semiconductor Devices, processes, methods, services and other inventions covered by the Patents

for as long as the Patents are in force. However the "have made rights" under a) above are restricted to existing products being sourced from third party suppliers and products under development to be sourced from third party suppliers. Infineon grants to EUS and its Affiliates (for the avoidance of any doubt, including Telefonaktiebolaget LM Ericsson ("LME")) the license for EUS and its Affiliates to continue to have the Patents licensed under already existing Ericsson group cross-license agreements as well as the right for EUS to transfer these rights to its Affiliates.

In addition, Infineon hereby grants to EUS and its Affiliates a perpetual, non-exclusive, world-wide irrevocable royalty-free fully paid up license to use the Assigned Copyrights and Know-How within the same scope as the Patents licensed by Infineon under this Section 2.2.

2.3 The intention of EUS and Infineon is that all patents that are used (i) mainly in current RF Power products or (ii) solely in RF Power products which are currently in development or on the Business' (as defined in the GTA) current product roadmap, and which are owned by EUS, should be transferred to Infineon. In the event that such patents not listed among the Patents are identified by Infineon or its Affiliates, Infineon or its Affiliates will inform EUS of what patents they deem should have been transferred in accordance herewith and EUS will enter into good faith negotiations aiming at EUS transferring such patents to Infineon free of additional charge on terms and conditions corresponding to relevant terms and conditions in this Agreement.

2.4 In the event that Ericsson Power Modules AB, corporate identity number 556611-5977 ("Power Modules"), and/or Ericsson Optoelectronics AB, corporate identity number 556611-5969 ("Optoelectronics") are sold and thus cease to be Ericsson Affiliates, Infineon or its Affiliates shall in good faith grant Power Modules and/or Optoelectronics, as the case may be, a non-exclusive, world-wide, irrevocable royalty-free fully paid up license to use such Patents that are currently used by Power Modules and/or Optoelectronics, provided, however, that the relevant company (i.e. Power Modules and/or Optoelectronics) can present information evidencing that the Patents have been used in its business on the Closing Date.

2.5 Infineon and its Affiliates undertake to procure that, in the event that any of the Patents or any part of the Assigned Copyrights and Know-How is sold or otherwise transferred, all licenses granted to EUS and its Affiliates pursuant to this Section 2 shall survive such sale and transfer.

### 3. Confidentiality

Each party hereby undertakes in favor of the other party to treat as confidential and to maintain in secrecy, this Agreement, all information which the other party will make available to the party under this Agreement or which will become known to it in the course of implementing the terms and conditions of this Agreement, and not to divulge such information or know-how to any other party in any circumstances, whether during the term of this Agreement or at any time thereafter, unless the prior written consent of the other party has been obtained or if such disclosure is made to any of the party's professional advisers or is required to be made by law, stock exchange regulations or by any competent authority or if the information falls within the public domain.

### 4. Entering into force

The entering into force of this Agreement is conditional upon and subject to Closing of the GTA.

### 5. Miscellaneous

- 5.1 This Agreement shall not be amended or modified except by written instrument duly executed by each of EUS and Infineon.
- 5.2 Neither party may assign this Agreement without the prior written consent of the other party. However, EUS shall be entitled to assign the Agreement to LME.
- 5.3 This Agreement constitutes the entire Agreement between the parties and there are no agreements or commitments with respect to the subject matter of this Agreement except as explicitly set forth herein or in the GTA and STA. Except as explicitly set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any natural or legal person, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement.
- 5.4 The assignments and licenses under this Agreement are subject to German value added tax, which is payable by Infineon. Seller will issue an invoice which does not show the German value added tax but states that "the German value added tax is payable by Infineon in accordance with § 13 b UstG" (German Value Added Tax Law), provided that the issuance of an invoice not showing the German value added tax does not violate any tax laws at force at the time of issuance of the invoice.

### 6. Governing law and arbitration

- 6.1 This Agreement shall be governed by the laws of Sweden.
- 6.2 Any dispute, controversy or claim arising out of or in connection with this Agreement or breach, termination or invalidity thereof shall be settled by arbitration in accordance with

the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce by three (3) arbitrators appointed in accordance with such rules. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

It is understood that claims for injunctive relief need not be submitted to arbitration.

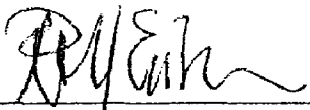
The parties undertake and agree that all arbitral proceedings conducted under this Section 6 shall be kept strictly confidential and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceedings shall be used solely for the purpose of those proceedings.


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This Agreement has been executed in two copies of which the parties have taken one each.

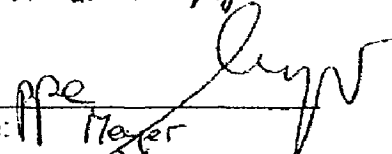
ERICSSON INC.

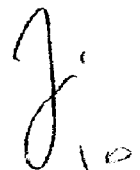
INFINEON TECHNOLOGIES AG

  
\_\_\_\_\_  
Name:  
Title:

  
\_\_\_\_\_  
Name: *Kühn*  
Title: *VP+GM Emerging Markets*

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Name:  
Title:

  
\_\_\_\_\_  
Name: *Mayer*  
Title: *Corporate Legal Counsel*



Schedule A1

RF Power

Transferred to

Case	Signal	Country	Country Attorney Firm	Status	Applicant's Application Date	Priority Date	Patent No.	Class
P06365	Transistor layout	United States	Lyon & Lyon	Inactivated (Not Pursued)	08/906581			US012
P06366	Ballast monitoring	United States	Lyon & Lyon	Inactivated (Not Pursued)	08/335413			US012
P06367	Emitter ballast bypass	Canada	Mathis & Clerk	Application Filed				629
P07277	Dual ground RF power pack	Finland		Not yet Filed				US012
P07367	Thermal ballasting	United States	Lyon & Lyon	Granted	08/720574		5804867	US012
P07602	Dynamic Bias	United States	Lyon & Lyon	Inactivated (Not Pursued)	08/59757			US012
P07698	Direct contact die attach	United States	Lyon & Lyon	Granted	08/771402		5877555	US012
P08616	Mounting Arrangement for RF Power Transistors	United States	Lyon & Lyon	Granted	08/771402		5877555	US012
P09173	Wire bond attachment of an integrated circuit package to a heat sink	Finland		Not yet Filed				US012
P09174	Capacitive mounting arrangement for securing an integrated circuit package to a heat sink	United States	Lyon & Lyon	Granted	09/054873		5933327	US012
P09175	Resistive interconnect of transistor cells	United States	Lyon & Lyon	Granted	09/054872		6181006	US012
P09185	Thermally conductive mounting arrangement for securing an integrated circuit package to a heat sink	United States	Lyon & Lyon	Granted	09/055073		5982000	US012
P09897	Output matched LDMOS power transistor device	United States	Lyon & Lyon	Granted	09/204686		6177834	US012
P10381	Methods and apparatus for controlling power amplifier quiescent current in a wireless communication	United States	Lyon & Lyon	Granted	09/204686		6177834	US012
P10690	Compensation Circuit and Method for a Power Transistor	United States	Lyon & Lyon	Granted	09/24247		6043706	US012
P10701	Constant Gain/Phase RF Power Block	United States	Leventis & Giannini	Filed	09/415824			US012
P11764	Audio aligning LDMOS Power Package	United States	Lyon & Lyon	Filed	09/205238			US012
P11774	Functional Lid for RF Power Package	United States	Lyon & Lyon	Filed	09/483295			US012
P11776	Method and System for Improving the Transfer of Thermal Energy From a Subassembly to a Larger Heatsink	United States	Lyon & Lyon	Inactivated (Withdrawn)	09/514565			US012
P11781	Irregular Mounting Surface Connection of an Integrated Circuit Package to a Heat Sink	United States	Lyon & Lyon	Inactivated (Not Pursued)	09/483477			US012
P11782	Irregular Mounting Surface with Thermal Gasket Connection of an Integrated Circuit Package to a	United States	Lyon & Lyon	Inactivated (Not Pursued)	09/483477			US012
P11805	Multiple Ground Signal Path LDMOS Power Package	United States	Lyon & Lyon	Filed	09/483696			US012
P11806	Alignment Pedestals in a LDMOS Power package	United States	Lyon & Lyon	Filed	09/483398			US012
P11874	Integrated Circuit Package With Device Specific Data	United States	Lyon & Lyon	Filed	09/483297			US012
P11875	Stability Enhancement in LDMOS RF Power Integrated Circuits	United States	Lyon & Lyon	Filed	09/514447			US012
P12633	Stability Enhancement for a LDMOS RF Power Transistor and Integrated Circuit	United States	Lyon & Lyon	Inactivated (Not Pursued)	09/794803			US012
P12634	On-Chip A/W/P/n non-linearly Compensation within LDMOS Power Devices	United States	Lyon & Lyon	Filed	07/794461			US012
P12654	A Method to Characterize LDMOS Devices at the Die Reference Plane	United States	Godwin White & Gruber	Filed	09/780571			US012
P12655	Gain and Bandwidth Enhancement for RF Power Transistor and Integrated Circuit	United States	Lyon & Lyon	Filed	09/758829			US012
P12656	Process for Automated RF PA Tuning	United States	Lyon & Lyon	Filed	09/813604			US012
P12657	A Method to Characterize LDMOS Wafers with Enhanced S-Parameter	United States	Lyon & Lyon	Filed	09/745752			US012
P12663	Contour Mapping	United States	Lyon & Lyon	Filed	09/745752			US012
P12665	Virtual Fixturing for Device Manufacturability	United States	Lyon & Lyon	Filed	09/745752			US012
P12666	An Integrated Flange for Surface Mount Heat Removal	United States	Lyon & Lyon	Filed	09/745752			US012
P12667	Integrated Distribution of Cooling Elements within a Printed Circuit Board Structure	United States	Lyon & Lyon	Filed	09/819262			US012
P12667	A Multipath Transceiver Amplification Apparatus	United States	Godwin White & Gruber	Filed	09/760858			US012
P12668	On-Chip Implementation of a Push-Pull Transistor	United States	Lyon & Lyon	Filed	09/828098			US012
P12679	3G Power Amplifier	United States	Lyon & Lyon	Inactivated (Not Pursued)				US012

LWEDMR Eric Stasik

Schedule A1

RF Power

Transferred to

Case#	Stipend	Country	Country Attorney Firm	Status	Application ID	Application Date	Patenting	Patent Date	Case #
P12680	Thermal Management of Power Amplifier Package	United States	Lyon & Lyon	Inactivated					US012
P12681	Liquid Dielectric Tuning of IC Package	United States	Lyon & Lyon	Filed	09/871445	30-may-01			US012
P12682	Liquid Energy Damping of IC Package	United States	Lyon & Lyon	Filed		30-may-01			US012
P14567	Adaptive Biasing Mechanism for a Power Transistor	United States	Lyon & Lyon	Instructed to File					US012
P14568	Automated Tuning Structure	United States	Lyon & Lyon	Instructed to File					US012
P14664	Thermal Management of a Circuit with Liquid Cooling	United States	Lyon & Lyon	Instructed to File					US012
P14801	Automatic Class AB Bias with Long Term Hot Carrier Tracking	United States	Geowin White & Gruber	Instructed to File					US012
EUS04502	A Method to Decrease the Manufacturing of a Multi-Carrier Power Amplifier	United States	Ericsson Inc	On Hold					US012
EUS04503	Method to Combine Amplification on Multi-Layer Stripline Package	United States	Ericsson Inc	On Hold					US012