

12-10-2003

EET

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 8341.8053-00
Attorney Customer Number: 22,852

Mail Stop Assignment Recordation Services

To the Director of the U.S. Patent
Please record the attached original.

102619279

1. Name of conveying party(ies):
Sony Corporation

12.4-03

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

Name: Koninklijke Philips Electronics N.V.

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

Internal Address:

3. Nature of conveyance:

Street Address: Groenewoudseweg

☒ Assignment☐ Merger

DEC 04 2003

City: Eindhoven

☐ Security
Agreement☐ Change of Name

State: The Netherlands Zip Code: 5600 MD

☐ Other:

Additional name(s) & Address(es) attached?

Execution Date: December 3, 2003

☐ Yes☒ No

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:

A. Patent Application Number(s):

B. Patent Number(s):

4,641,295

Re 33,462

4,680,764

Additional numbers attached?

☐ Yes☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Timothy J. May

6. Total number of applications and registrations
involved:
3

12/09/2003 DBYRNE 00000118 4641295

01 FC:0021

120.00 OP

7. Total fee (37 CFR 3.41): \$120.00

☒ Enclosed (Please charge deficiency to deposit
account)☐ Authorized to be charged to deposit accountInternal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT
& DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

8. Deposit Account No.: 06-0916

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.

Timothy J. May
Reg. No. 41,538

Signature

December 4, 2003

Date

Total number of pages including cover sheet, attachments and documents: 3

ASSIGNMENT

THIS AGREEMENT made effective the 1st day of October, 2003 ("Effective Date") by and between SONY CORPORATION, a corporation of Japan, having offices in Tokyo, Japan (hereafter "SONY"), and KONINKLIJKE PHILIPS ELECTRONICS N.V., a corporation of The Netherlands, having offices in Eindhoven, The Netherlands (hereafter "PHILIPS").

- 1. SONY is the owner of all right, title and interest in and to United States Patent No. 4,641,295, entitled DISC PLAYBACK APPARATUS, United States Patent No. Re 33,462, entitled METHOD AND APPARATUS FOR TRANSMITTING DIGITAL DATA, and United States Patent No. 4,680,764, entitled METHOD AND APPARATUS FOR TRANSMITTING DIGITAL DATA (hereafter "ASSIGNED PATENT(S)").**
- 2. SONY desires to transfer its entire ownership interest in the ASSIGNED PATENTS to PHILIPS and PHILIPS desires to possess the entire ownership interest in the ASSIGNED PATENTS;**
- 3. This assignment shall not alter or affect the parties' prior agreements regarding the sharing of income from licensing of the ASSIGNED PATENTS and other CD-related patents and the liability for any resulting taxes, and shall not alter or affect any prior licenses or other rights granted by SONY under the ASSIGNED PATENTS;**
- 4. For good and valuable consideration, receipt of which is acknowledged, SONY hereby assigns to PHILIPS its entire right, title and interest in and to each ASSIGNED PATENT and any reissue patent or reexamination certificate for any ASSIGNED PATENT.**
- 5. SONY further assigns to PHILIPS all causes of action and associated damages for any and all acts of infringement of any ASSIGNED PATENT that may have occurred prior to the date of this Assignment.**
- 6. For good and valuable consideration, receipt of which is acknowledged, PHILIPS hereby grants to SONY and its affiliates, successors, and assigns a nonexclusive, irrevocable, paid-up license under the ASSIGNED PATENTS; and PHILIPS covenants and agrees not to assert any ASSIGNED PATENT against SONY, any SONY's licensee of ASSIGNED PATENT and any purchaser of a SONY CD or CD-ROM based solely on the purchaser's use of such licensed CD or CD-ROM products.**
- 7. SONY authorizes PHILIPS to request the Commissioner of Patents and Trademarks of the United States to record this Assignment.**
- 8. SONY agrees, without further consideration, to cooperate with PHILIPS and to provide any facts known to it respecting the inventions disclosed and claimed in the ASSIGNED PATENTS, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title in PHILIPS to any ASSIGNED PATENT, make all rightful oaths and generally do everything possible to aid**

PHILIPS to obtain and enforce proper patent protection in the United States for the inventions disclosed and claimed in the ASSIGNED PATENTS, it being understood that any expense incident to the execution of such papers shall be borne by PHILIPS.

9. This Assignment and all rights granted herein shall inure to the benefit of the successors and assigns of PHILIPS.
10. This Agreement shall be construed and enforced pursuant to the laws of the State of California and of the United States. The sole and official version of this Agreement is in the English language.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer on the dates specified below.

SONY CORPORATION

KONINKLIJKE PHILIPS ELECTRONICS N.V.

By [Signature]
Name Yoshihide Nakamura
Title Senior Vice President, Executive Officer,
Senior General Manager, Intellectual Property
Date November 26th, 2003 Division

By [Signature]
Name Matthias van Kesteren
Title Authorized Representative
General Manager EP&S US
Date December 3, 2003