PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name: General Electric Company
Execution Date: 12/31/1989

RECEIVING PARTY DATA

Name: Ericsson GE Mobile Communications Holding Inc.
Street Address: 730 International Parkway
City: Richardson
State/Country: TEXAS
Postal Code: 75081

PROPERTY NUMBERS Total: 1

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CORRESPONDENCE DATA

Fax Number: (972)583-7864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 972-583-7686
Email: jackie.wilson@ericsson.com
 Correspondent Name: John Han
Address Line 1: 6300 Legacy Drive
Address Line 2: M/S EVR 1-C-11
Address Line 4: Plano, TEXAS 75024

ATTORNEY DOCKET NUMBER: P05241-US1

NAME OF SUBMITTER: John Han

Total Attachments: 26
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GE AND GEC PATENT ASSIGNMENT AND LICENSE AGREEMENT

This Agreement made and effective this 31st day of December, 1989, by and among General Electric Company, a corporation organized under the laws of the State of New York of the United States of America ("GE"), General Electric Canada Inc., a corporation organized under the laws of Canada ("GEC"), Ericsson GE Mobile Communications Holding Inc., a corporation organized under the laws of the State of Delaware of the United States of America ("EGU"), Ericsson GE Mobile Communications Canada Inc., a corporation organized under the laws of Canada ("EGC"), and Telefonaktiebolaget L M Ericsson, a corporation organized under the laws of the Kingdom of Sweden ("Ericsson").

WHEREAS, GE, GEC, EGU, EGC, and Ericsson (or their predecessors) ("Parties" to this Agreement) have entered into, along with another party, a certain Joint Venture Agreement ("JV Agreement") dated as of August 24, 1989, under which GE and GEC are contributing certain assets of their respective mobile communications businesses to EGU and EGC, respectively; and

WHEREAS, in connection with said JV Agreement, GE and GEC are prepared to convey and grant certain rights under patents and inventions to EGU and EGC; and

WHEREAS, EGU and EGC wish to acquire these rights and to secure cooperation from GE and GEC with respect
thereto, and EGU and EGC are prepared to transfer certain rights thereunder to Ericsson.

NOW, THEREFORE, pursuant to the JV Agreement and in consideration of the foregoing and the mutual covenants hereinafter set forth, the Parties agree as follows:

1. Definitions

1.1 The terms "Closing Date", "Effective Date", "GEC Business", "GEC Business", "Scope of Business", "Subsidiary", "U.S. Stockholders' Agreement" and "Canadian Shareholders' Agreement" shall have the defined meanings set forth in the JV Agreement.

1.2 "Communications Products" shall mean:

(a) those specific types of products listed in Subsections (a), (b), (c) and (d) only of the definition of Scope of Business; and

(b) those additional products which both:

(i) constitute normal and reasonably expected or anticipated expansion or modifications of the products included pursuant to Subsection (a) above of this Section, and (ii) are actually marketed by EGU, EGC, or their Subsidiaries during the term of this Agreement.

1.3 "Raw Materials" shall mean raw and semi-fabricated materials such as, but not limited to, plastics, bars and plates, laminates for printed circuit
wiring boards, cable and wire as delivered from cable works, and silicones.

1.4 "Special Components" shall mean component parts used in Communications Products but which have applicability in other than Communications Products such as, but not limited to, resistors, capacitors, spark-quenching devices, semiconductor devices (e.g., diodes, transistors, thyristors), integrated circuit devices (e.g., monolithic, film and hybrid circuit devices), ferrite parts, piezo-electric devices, laser devices, lamps and energy sources (e.g., commercially available general purpose batteries, solar cells).

1.5 "Non-JV Equipment" shall mean devices or system components used in or in conjunction with Communications Products, but which are manufactured by or for GE, GEC or Ericsson, or their Subsidiaries other than EGU or EGC (e.g., power supply devices, switching equipment) outside of the Scope of Business.

1.6 "Patents" shall mean patents, including patents of importation, patents and certificates of addition, utility models, and industrial designs, patent applications, and divisions, reissues, continuations, continuations-in-part, renewals, and extensions of any of the foregoing, and any
and all patents which may issue on such applications.

1.7 "GEMC Patents" shall mean Patents owned by GE:
(a) which are administratively assigned to the GEMC Business as of the Closing Date; or
(b) whose subject matter is specific, i.e., primarily applicable, to Communications Products manufactured and/or sold by the GEMC Business as of the Closing Date without substantial application outside of such products.

1.8 "GEC Patents" shall mean Patents owned by GEC:
(a) which are administratively assigned to the GEC Business as of the Closing Date; or
(b) whose subject matter is specific, i.e., primarily applicable, to Communications Products manufactured and/or sold by the GEC Business as of the Closing Date without substantial application outside of such products.

1.9 "Other Patents" shall mean Patents owned by either GE or GEC whose subject matter is not specific to Communications Products manufactured and/or sold by either the GEMC Business or the GEC Business and are not administratively assigned to either GEMC or GEC, but which have application to the Scope of Business; provided, however, that Other Patents shall not include any Patents which...
are primarily applicable to either Raw Materials or Non-JV Equipment.

1.10 Except where the context otherwise requires, references in this Agreement to any Party shall be construed automatically to include all Subsidiaries of such Party.

1.11 Except where the context otherwise requires, references in this Agreement to any defined term in the singular shall be construed automatically to include the plural and vice versa.

Assignment of Existing Patents and Unpatented Inventions

2.1 GE hereby assigns and agrees to assign or have assigned to EGU all GEMC Patents (including the inventions claimed therein and including the right to sue for past infringement thereof) and all documented unpatented inventions that are administratively assigned to the GEMC Business as of the Closing Date. GE also assigns and agrees to assign to EGU all unpatented inventions owned by GE which (i) are specific to the Scope of Business as of the Closing Date, (ii) can be demonstrated to have been made, conceived, or reduced to practice prior to the Closing Date, and (iii) are of the type that would have been administratively assigned (upon or prior to the issuance of U.S. Patents thereon) to the GEMC Business in compliance with
the usual procedures used by GE in administratively assigning patents. To the extent that GEC holds any rights in GEMC Patents, or in any unpatented inventions, assigned or to be assigned hereunder by GE, GEC hereby consents to and joins in such assignment or agreement to assign, and all of GEC's rights therein shall terminate upon any such assignment.

2.2 GEC hereby assigns and agrees to assign or have assigned to EGC all GEC Patents (including the inventions claimed therein and including the right to sue for past infringement thereof) and all documented unpatented inventions that are administratively assigned to the GEC Business as of the Closing Date. GEC also assigns and agrees to assign to EGC all unpatented inventions owned by GEC which (i) are specific to the Scope of Business as of the Closing Date, (ii) can be demonstrated to have been made, conceived, or reduced to practice prior to the Closing Date, and (iii) are of the type that would have been administratively assigned (upon or prior to the issuance of U.S. Patents thereon) to the GEC Business in compliance with the usual procedures used by GEC in administratively assigning patents. To the extent that GE holds any rights in GEC Patents, or in any
unpatented inventions, assigned or to be assigned hereunder by GEC, GE hereby consents to and joins in such assignment or agreement to assign, and all of GE's rights therein shall terminate upon any such assignment.

2.3 A list of GEMC Patents, GEC Patents, and documented unpatented inventions hereby assigned or to be assigned to EGU and EGC is attached hereto as Schedule A. GE and GEC agree to supplement the list if any additional GEMC Patents, GEC Patents, or unpatented inventions which ought to be assigned by GE and GEC are discovered in the future, and GE and GEC agree to assign such later discovered GEMC Patents, GEC Patents, and unpatented inventions to EGU or EGC, as the case may be, as of the Closing Date.

2.4 The foregoing assignments of GEMC Patents, GEC Patents, and unpatented inventions are subject to the rights set forth in Articles 8 through 11 of this Agreement.

3. Filing Of Patent Applications

3.1 EGU and EGC shall have the right to have patent applications filed on the unpatented inventions assigned to them under Sections 2.1 through 2.3 hereof in their own names and at their own expense.
3.2 When patent applications are filed on behalf of and at the request of either EGU or EGC on unpatented inventions assigned to them under Sections 2.1 through 2.3 hereof, which inventions have been made by employees or former employees of GE or GEC, EGU and EGC agree that such employees shall be given monetary awards at the expense of EGU and/or EGC. The monetary awards shall be at least at the level prevailing in GE at the time such applications are filed. The award level presently existing in GE is Four Hundred Dollars ($400.00) payable to each inventor, sole or joint upon the filing of a U.S. patent application. (No further awards are made in GE upon the filing of corresponding foreign patent applications or upon, or subsequent to, the grant of patents.)

4. Non-Assertion of Other Patents

4.1 GE and GEC hereby agree that during the period that GE and GEC continue to be stockholders in EGU and EGC, respectively, GE and GEC will not assert Other Patents against either EGU or EGC with respect to products of EGU and EGC within the Scope of Business. Such non-assertion obligation shall remain in effect after GE and GEC cease to be stockholders in EGU and EGC, but only with respect to products in being within the Scope of
Business during such period (or other products substantially the same as such products in being). The foregoing non-assertion obligation shall apply with respect to Other Patents relating to Special Components only if either EGU or EGC is permitted to use Technology relating to such Special Components pursuant to Section 2.7 of the GE and GEC General Technology Agreement entered into contemporaneously herewith.

5. Representation and Warranty

5.1 GE and GEC represent and warrant that Schedule A is a complete and accurate list of all GEMC Patents, GEC Patents, and all documented unpatented inventions that are administratively assigned to either the GEMC Business or the GEC Business as of the Closing Date; provided, however, that the only remedy for any good faith or innocent breach of this warranty is that GE and GEC shall supplement Schedule A and assign any such later discovered GEMC Patent, GEC Patent, or unpatented invention pursuant to Section 2.3 hereof.

6. General

6.1 GE and GEC shall prepare, at their own expense, appropriate instruments of assignment to effect the assignments set forth in Sections 2.1, 2.2, and 2.3 hereof. EGU and EGC shall bear all
expenses (including any attorneys' fees) for recording such instruments or assignments and shall pay any fees charged or taxes levied thereon. All patent application filing costs, all prosecution costs for pending applications and all maintenance costs for Patents transferred to EGU and EGC shall be borne by EGU and EGC if due or incurred subsequent to the Effective Date.

6.2 In support of the assignment of documented unpatented inventions, GE and GEC agree, upon the request of EGU and EGC, respectively, to make corresponding assignments to EGU and EGC of their 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 GE and GEC and their present and past employees and consultants.

6.3 If the assignment of any invention or Patent would impose or result in any obligation of GE or GEC to make any payments under law or by reason of agreement existing prior to the Closing Date, excepting only such payment as may be required to be made to a GE or GEC Subsidiary, but including any such payments as may be due upon licensing (but not for...
GE’s or GEC’s own use) to inventors under the laws of any country, then and in such event the assignment shall be effective as of the Closing Date, but shall be subsequently rescindable by GE or GEC unless and until EGU or EGC, as the case may be, undertakes by binding instrument in writing to make such payment in the place and stead of GE or GEC. GE or GEC shall notify EGU or EGC in writing at least thirty (30) days in advance of any such obligations to make payments which are within its reasonable knowledge.

6.4 No warranty or representation is hereby given or implied with respect to the validity of any Patent, or that any assigned invention, or that any information in any of the documents delivered to or placed at the disposal of EGU or EGC, can be used free of any claim for compensation, based on Patents or otherwise, of anyone not a Party to or otherwise bound by this Agreement.

6.5 Except as otherwise expressly provided herein, no obligation is hereby assumed to maintain, prosecute, enforce or litigate, file, assert, or defend any Patent within the scope of this Agreement.

6.6 Unless precluded by the terms of the JV Agreement, the Patent rights transferred or granted to EGU or EGC, or retained by GE or GEC, under this Agreement
may be transferred or granted to others by such Party, provided that such transfer or grant shall not diminish or otherwise adversely affect the patent rights held or retained by the Party hereto not involved in such transfer.

6.7 EGU and EGC hereby accept and agree to accept the assignments made and to be made under this Agreement.

7. Prior Acts

7.1 Any assignment of Patents or unpatented inventions made by GE or GEC to EGU or EGC prior to the date hereof shall be treated as if made under and subject to the terms of this Agreement.

8. Licenses to GE and GEC

8.1 The Parties hereto agree that GE shall have and retain an irrevocable, non-exclusive, royalty-free license, with the right to grant sublicenses to others, to make, have made, use and sell products in all fields not prohibited to GE under the non-competition provisions of the U.S. Stockholders' Agreement under all Patents and unpatented inventions (and all Patents issued on or resulting from said unpatented inventions) which are assigned or agreed to be assigned to hereunder by GE. The Parties hereto agree that GEC shall have and retain a license of similar
all patents and unpatented inventions (and all patents issued on or resulting from said unpatented inventions) which are assigned or agreed to be assigned to EGU or ECC, EGU and ECC hereby grant and agree to grant to Ericsson, exclusive, royalty-free licenses, with a right to grant sublicenses to its Subsidiaries, including those patents and unpatented inventions (and all patents issued on or resulting from said unpatented inventions) which are owned or hereafter owned by either EGU or ECC, which, during the period that EGU and ECC have an ownership interest in EGU and ECC, respectively, shall be free of royalty and unencumbered. Such licenses shall be perpetual, irrevocable and fully paid up. The U.S. Stockholders, Agreement under all patents and all unpatented inventions, including those patents and unpatented inventions (and all patents issued on or resulting from said unpatented inventions) which are owned or hereafter owned by either EGU or ECC, which, during the period that EGU and ECC have an ownership interest in EGU and ECC, respectively, shall be free of royalty and unencumbered. Such licenses shall be perpetual, irrevocable and fully paid up. The U.S. Stockholders, Agreement under all patents and unpatented inventions (and all patents issued on or resulting from said unpatented inventions) which are assigned or agreed to be assigned to ECC hereunder by EGU shall remain in force until the EGU's or ECC's request, EGU or ECC shall assign to EGU or ECC, as the case may be, any patent or unpatented invention inadvertently transferred by GE or ECC to either EGU or ECC hereunder.
10. **Cross Licensing**

10.1 The Parties agree that, upon request by either GE or Ericsson, and with the approval of EGU and EGC (which approval shall not be unreasonably withheld), all Patents and unpatented inventions (and all Patents issued on or resulting from said unpatented inventions) owned or controlled by EGU and EGC during the period that the requesting Party has an ownership interest in EGU and EGC may be pooled with the Patents and unpatented inventions of the requesting Party for the purposes of obtaining broad-scope cross-licensing agreements (i.e., cross-license agreements relating to other businesses of the requesting Party as well as to the business of EGU and EGC). The benefits (economic or otherwise) and costs of such cross-licensing shall be equitably shared with EGU and EGC.

11. **Prior Rights**

11.1 All rights in Patents and unpatented inventions transferred by GE and GEC to EGU and EGC hereunder are subject to any and all agreements entered into by GE and GEC with third parties prior to the Closing Date.

11.2 Nothing contained in this Agreement shall be deemed to be operative to place a Party in breach.
under any pre-existing agreement relating to Patents and unpatented inventions, e.g., Patents and unpatented inventions assigned hereunder to EGU or EGC shall be deemed to be licensed under pre-existing agreements to which Ericsson is a party if such pre-existing agreements provide for the automatic licensing of the Patents and unpatented inventions of subsidiaries and EGU or EGC qualifies as a subsidiary under such agreements. It is understood, however, that the benefits (economic or otherwise) and costs of any such agreement shall be equitably shared with EGU and EGC.

12. Successor Corporations

12.1 This Agreement and the licenses granted hereby shall not be deemed to confer any rights upon, or be enforceable by, anyone other than the Parties hereto: provided, however, that rights transferred under this Agreement to a Party may be transferred to others by such Party together with the business to which such rights may pertain, or pro tanto with a sale of a part of that business, if such transferee expressly assumes in writing the performance of all of the terms and provisions of this Agreement as they pertain to the transferring Party; and provided, further, that such transfer
shall not diminish or otherwise adversely affect the rights hereunder of those Parties not involved in such transfer.

13. **Excusable delays**

13.1 No Party shall be in default to another Party hereunder by reason of the failure of any assignment or license or the failure to fulfill any commitment, where such failure results from an interfering action by an unrelated third party or agency such as, but not limited to, government entities, unaffiliated corporations and acts of God. In no event shall any Party be liable to another Party for any indirect, incidental, or consequential damages (including, but not limited to, lost profits) as a consequence of any breach of this Agreement.

14. **Notices**

14.1 All notices, requests, consents, demands, instructions, approvals and other communications hereunder shall be in writing and shall be validly given, made or served, if delivered personally or sent by recognized courier service, telex or telefax, and shall be deemed effective when actually received, as follows:
(a) If to Ericsson to:

Ericsson Radio Systems AB
Torshamnsgatan 21-23
S 164 80 Kista
Stockholm, Sweden
Attention: VD

With copy to:

Telefonaktiebolaget LM Ericsson
Telefonplan
S 126 25
Stockholm, Sweden
Attention: JD

(b) If to GE to:

General Electric Company
3135 Easton Turnpike
Fairfield, Connecticut 06431 U.S.A.
Attention: Vice Chairman and Executive Officer

With copy to:

General Electric Company
3135 Easton Turnpike
Fairfield, Connecticut 06431 U.S.A.
Attention: General Patent Counsel

(c) If to EGU to:

Ericsson GE Mobile Communications Holding Inc.
730 International Parkway
Richardson, Texas 75081
Attention: William M. Fischbach

With copy to:

General Electric Company
3135 Easton Turnpike
Fairfield, Connecticut 06431 U.S.A.
Attention: General Patent Counsel
(d) If to EGC to:

Ericsson GE Mobile Communications Canada Inc,
c/o Ericsson Communications Inc.
8400 Decarie Boulevard
Town of Mount Royal
Quebec, Canada
H4P 2N2
Attention: President

(e) If to GEC to:

General Electric Canada Inc.
2300 Meadowvale Boulevard
Mississauga, Ontario, Canada
L5N 5P9
Attention: Manager, Patents and Licensing

or to such other address or addresses as any Party may from time to time designate in writing delivered in a like manner to the other Parties hereto.

15. Entire Agreement

15.1 This Agreement together with the JV Agreement, including the Exhibits and Schedules thereto, contains all of the terms agreed upon by the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements of the Parties with respect to the subject matter hereof. If there are any inconsistencies between the provisions of this Agreement and the provisions of the JV Agreement with respect to the specific subject matter hereof, the provisions of this Agreement shall prevail. Nothing contained in this Agreement shall be deemed to modify in any way the non-competition provisions set forth in
the U.S. Stockholders' Agreement and in the
Canadian Shareholders' Agreement as defined in the
JV Agreement.

16. Applicable Law

16.1 This Agreement shall be governed by and construed
and enforced in accordance with the laws of the
State of New York, USA, as if this Agreement were
fully executed and performed under the laws of the
State of New York, such that the principles of
conflicts of laws would not apply.

17. Disputes

17.1 All disputes under this Agreement shall be
resolved by arbitration in accordance with
Section 12.18 of the JV Agreement.

18. Term, Termination and Survival

18.1 This Agreement shall become effective as of the
date first set forth above when signed by
authorized representatives of the Parties hereto
and shall remain in effect until terminated in
accordance with Section 18.2 below.

18.2 This Agreement shall terminate:
(a) at any time upon mutual written agreement of
   the Parties; or
(b) with respect to the rights and obligations of
   GE, if GE ceases to own or control at least
forty percent (40%) of the voting stock of EGU; and

c) with respect to the rights and obligations of GEC, if CEC ceases to own or control at least forty percent (40%) of the shares of EGC.

18.3 The following provisions shall survive any termination of this Agreement: Sections 3.1, 3.2, 4.1, 5.1, 6.3, 6.4, 6.6, 8.1, 8.2, 11.1, 13.1, 16.1, 17.1, and 18.3.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day first above written.

ATTEST:

______________________________

GENERAL ELECTRIC COMPANY

By: /s/ H.F. Manbeck, Jr.
Name: H.F. Manbeck, Jr.
Title: General Patent Counsel

ATTEST:

______________________________

GENERAL ELECTRIC CANADA

By: /s/ Michael N. Davitt
Name: Michael N. Davitt
Title: General Counsel

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ATTEST:

ERICSSON GE MOBILE COMMUNICATIONS HOLDING INC.

By: /s/ Lennart Grabe
Name: Lennart Grabe
Title: Executive Vice President

ERICSSON GE MOBILE COMMUNICATIONS CANADA INC.

By: /s/ Ronald Sabourin
Name: Ronald Sabourin
Title: VP Finance & Secretary

TELEFONAKTIEBOLAGET
L M ERICSSON

By: /s/ Bruce Lindström
Name: Bruce Lindström
Title: Senior Licensing Engineer

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GE AND GEC PATENT ASSIGNMENT AND LICENSE AGREEMENT

SCHEDULE A

GENC PATENTS, GEC PATENTS AND DOCUMENTED UNPATENTED INVENTIONS

GE AND GEC PATENT ASSIGNMENT AND LICENSE AGREEMENT

SCHEDULE A

GEMC PATENTS, GEC PATENTS AND DOCUMENTED UNPATENTED INVENTIONS

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