

11-08-2006



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MRD 4-24-2006 RI

To: Commissioner of Patents and Trademark

Document or copy:

1. Name of conveying party(ies):

ABB Scheiz AG

Fabrikstrasse 3, CH-5600 Lenzberg

GERMANY

Additional names? ☐ Yes ☒ No

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

Name: SEMIKRON Elektronik GmbH & Co., KGStreet Address: Sigmundstrasse 200City: Nürnberg State: _____ ZIP: D-90431Country: GERMANY

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: December 22.24. 2005RespectivelyAdditional names & addresses attached? ☐ Yes ☒ No4. Application number(s) or patent number(s): 6,762,080Attorney Docket No.: MERTE.P032If this document is being filed together with a new application, execution date of application is: _____6,762,080

Patent Serial No.(s):

Filing Date:

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence should be mailed: Address associated with Customer No.: 28752Name: _____Internal Address: Lackebach Siegel, LLPStreet Address: One Chase RoadCity: Scarsdale State: NY ZIP: 105836. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$40.00☐ Enclosed☒ Authorized charge to Deposit Acct No 10-0100
(Lackebach Siegel, LLP)8. ☒ Charge any additional fees in connection with this submission to our Deposit Account No. 10-0100

DO NOT USE THIS SPACE

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.

Andrew F. Young, Esq.

Name of Person Signing

Signature

April 24, 2006

Date

Total number of pages including cover sheet, attachments, and document: 16

Patent Purchase Agreement

between

ABB Schweiz AG

Semiconductors

Fabrikstraße 3, CH-5600 Lenzburg

represented by:

Dr. Hanspeter Fässler and Kurt Hörhager

in the following referred to as "ABB"

and

SEMIKRON Elektronik GmbH & Co. KG

Sigmundstraße 200, D-90431 Nürnberg

represented by SEMIKRON Elektronik Verwaltungs GmbH (Komplementärin),

represented by Dirk Heidenreich and Dr. Thomas Stockmeyer

in the following referred to as "SEMIKRON"

each of ABB and SEMIKRON hereinafter referred to as "Party" and together as
"Parties".

Preamble

Subject of this Agreement are granted patents and pending applications for patent related to
the power semiconductor soft punch through technology, namely

one patent family including several granted patents and pending applications for patent at
ABB's disposal (hereinafter referred to as "ABB Patents").

SEMIKRON wishes to purchase ABB Patents from ABB. ABB has the right to and is willing to
sell ABB Patents to SEMIKRON.

NOW THEREFORE, the Parties agree to the following:



§ 1 Patent Purchase

(1) ABB herewith sells and hereby transfers and assigns to SEMIKRON the following granted patents and pending applications for patent (ABB Patents):

Country	Appl. Date	Appl. Nr.	Publ. Nr.	Grant Date	Patent Nr.
CN (China)	29.12.1999	99115996.9	1259763	11.08.2004	ZL99115996.9
CZ	23.12.1999	PV4723-99		Pending	
DE	29.12.1998	19860581.1	19860581A1	Pending	
EP*	13.12.1999	99811142.1	1017093	Pending	
IN	23.12.1999	1222MAS99		Pending	
JP	24.12.1999	11-366596	2000-195870	Pending	
KR	27.12.1999	1999-62711		Pending	
RU	28.12.1999	99127439		10.10.2004	2237949
TW	23.12.1999	88122766	434751	16.05.2001	NI-131898
US (Div.)	21.08.2002	10/224,495	US2002-0185658	13.07.2004	6'762'080

* DE, FI, FR, GB

(2) SEMIKRON shall take care of all formalities related to the transfer and assignment of ABB Patents. SEMIKRON shall file assignments for pending applications for patent where necessary. ABB shall provide upon request by SEMIKRON and in due time the required documents and necessary signatures.

(3) SEMIKRON shall bear all external costs related to the transfer and assignment of ABB Patents.

(4) SEMIKRON shall have the right and obligation to record the transfer and assignment of the ABB Patents in the respective registers of Patent Offices. ABB shall provide upon request by SEMIKRON and in due time the required documents and necessary signatures.

(5) SEMIKRON shall pay all fees and costs for maintenance of ABB Patents after the execution of this Agreement.



§ 3 Transfer of Documents

ABB shall hand over to SEMIKRON copies of all relevant documents related to the drafting, filing and prosecuting of ABB Patents within 60 calendar days after the execution (signature) of this Agreement.

§ 4 Sales Price

ABB and SEMIKRON agree on a sales price of 100'000 EUR to be paid by SEMIKRON to ABB within 90 calendar days after the execution (signature) of this Agreement. The sales price covers accumulated expenses for drafting, filing and prosecuting ABB Patents.

§ 5 Warranties

ABB is not aware of any legal defects of ABB Patents. Any representations and/or warranties by ABB are expressly disclaimed with respect to ABB Patents, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, patentability and non-infringement of third parties patents.

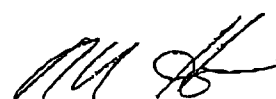
§ 6 Liability

(1) ABB is liable for loss - regardless of the legal reason for this - only in cases of:

- a) (wrongful) intent,
- b) gross negligence on the part of ABB, its legal representatives or those it employs in performing a contractual obligation (for which the principal is vicariously liable),
- c) defects which it intentionally concealed or where it warranted that they did not exist.

(2) In the case of culpable infringements of fundamental contractual obligations, ABB is also liable for gross negligence and ordinary negligence; limited however in the latter case to loss typical to the contract and reasonably foreseeable at the time of entering into the contract.

(3) Notwithstanding any provision in this Agreement to the contrary, under and in connection with this Agreement ABB is not liable, irrespective of the legal reasons, for any indirect or consequential damages and/or losses such as but not limited to operational standstill, loss of revenue, loss of production, loss of use, cost of capital or any cost connected with interruption of operation if and as far as permitted by law.



PATENT

REEL: 018515 FRAME: 0017

(4) Notwithstanding any provision in this Agreement to the contrary, under and in connection with this Agreement, irrespective of the legal grounds, the liability of ABB under and in connection with this Agreement, irrespective of the legal grounds, is restricted to 2'000'000 EUR per occurrence and 4'000'000 EUR per year, if and as far as permitted by law.

(5) All further claims are precluded.

§ 7 Confidentiality

ABB shall keep confidential any knowledge relating to the patented process after the execution of this Agreement.

§ 8 No-challenge clause

(1) ABB must not attack the ABB Patents and not assist third parties in attacking them.

(2) ABB will assist SEMIKRON in the defense by third parties attacks.

§ 9 Miscellaneous

(1) This Agreement embodies the entire agreement understanding of the Parties and supersedes any prior agreements and understandings with respect to the subject matter contained herein.

(2) Any modification to this Agreement shall not be valid unless made in writing, signed by duly authorized representatives of the Parties. A waiver of this written form requirement may only be made in writing.

(3) Should any of the provisions of this Agreement prove to be or become void or unenforceable, such provision shall be deemed to be replaced by another provision the substance whereof shall be as close as possible to the economic purpose of the provision which is void or unenforceable. The validity of the other provisions of this Agreement shall not be affected thereby.

§ 10 Jurisdiction and applicable law

The law of the Federal Republic of Germany applies to this contract. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply. Legal venue is Mannheim.



§ 11 Effectiveness

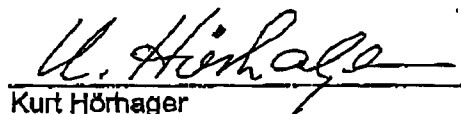
This Agreement is subject to and shall enter into force with the signature of the separate "Kooperationsvertrag" between the Parties.

Lenzburg, 22.12.2005

ABB Schweiz AG
Semiconductors



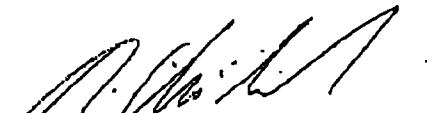
Dr. Hanspeter Fässler.



Kurt Hörhager

Nürnberg, 21.12.2005

SEMIKRON Elektronik GmbH & Co. KG



Dirk Heidenreich



Dr. Thomas Stockmeier

