

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Koninklijke Philips Electronics N.V.	12/31/2006
RECEIVING PARTY DATA	
Name:	Philips Sound Solutions Belgium N.V.
Street Address:	Hoogveld 50
Internal Address:	B-9200
City:	Dendermonde
State/Country:	BELGIUM
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10511973
Application Number:	10511975
Application Number:	11575772
Application Number:	11575773
CORRESPONDENCE DATA	
Fax Number:	(603)641-2353
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	603-627-8134
Email:	ipadm@sheehan.com
Correspondent Name:	Peter A. Nieves
Address Line 1:	1000 Elm Street
Address Line 2:	P.O. Box 3701
Address Line 4:	Manchester, NEW HAMPSHIRE 03105
ATTORNEY DOCKET NUMBER:	PSSASSIGN3
NAME OF SUBMITTER:	Peter A. Nieves

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PATENT
REEL: 019071 FRAME: 0893

Total Attachments: 12

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Project Reagan
Update of November 8, 2006
A-Patents and A-I

	PATENT APPLICATION	STATUS	Filing Number	Patent Granted Countries	Patent Pending Countries	Patent To Be Filed Countries	L = see note	Parent Application Multiplication Number (Application Number)	Priority Date	Inventor(s)	A or B PARENTED	Title
Published Patent Application	PHE000003	CN TW US	JP EP	CN EP JP KR US		WO 2001/74116		28.03.2000	Guido d'Hoogh	A		PASSIVE RADIATOR WITH AIR CUSHION SUSPENSION
	PHE000009	TW	CN EP JP KR US		WO 2001/67002		08.05.2000	David Coymen	A			HIGH FREQUENCY TUNING ELEMENT FOR FLAT PANEL SPEAKER WITH SMALL MOUNTING DEPTH
	PHE001008	US	CN EP JP		WO 2003/015462		10.08.2001	Guido d'Hoogh	A			LOUDSPEAKER WITH DUAL MAGNET CIRCUIT
	PHE002009		CN EP JP KR US		WO 2003/092323		25.04.2002	Guido d'Hoogh	A			LOUDSPEAKER WITH INVERTED MAGNET SYSTEM
	PHE002010	DE FR GB IT	CN EP JP TW US		WO 2003/092324		25.04.2002	Guido d'Hoogh	A			LOUDSPEAKER WITH COOLING DISK
	PHE002020		CN JP US		WO 2004/017674		16.08.2002	Jozet Baeten	A			LONG-TRAVEL SPEAKER
Published Patent Application	PHE013539	CN DE FR GB KR US	JP		WO 1997/46046	L	31.05.1996	Guido d'hoogh	A			LONG-TRAVEL PASSIVE RADIATOR
	PHE015940	DE FR GB KR TW US	JP		WO 1997/46047	L	31.05.1996	Guido d'hoogh	A			PASSIVE RADIATOR WITH MULTIPLE MASS-SPRING SYSTEMS
Published Patent Application	PHE017488	CN DE FR GB US	JP		WO 2000/76031	L	07.06.1999	Guido d'hoogh	A			
Published Patent Application	PHE017629	TW US	CN EP JP		WO 2001/78132		06.09.1999	David Coymen	A			PANEL SPEAKER WITH POLYPROPYLENE TWINWALL SHEET
	PHE030056		CN EP JP KR US		WO 2004/094448		14.01.2003	Annick Emmeris	A			LOUDSPEAKER WITH TUNEABLE CRASH CONSTRUCTION
	PHE030257		CN EP JP US		WO 2004/080116		07.03.2003	David Coymen	A			PANEL SPEAKER WITH LOW RESONANCE TUNING ELEMENT
	PHE030640		EP JP KR US	CN	WO 2004/100605		12.05.2003	David Coymen	A			FLAT TUNING ELEMENT WITH INTEGRATED MOUNTING
	PHE030946		CN EP JP KR US		WO 2005/015949		08.08.2003	David Coymen	A			FLAT SPEAKER WITH UNDULATED MEMBRANE
	PHE031033		CN EP JP KR US		WO 2005/020500		22.08.2003	Jozet Baeten	A			FLAT DOME COME LOUDSPEAKER
Published Patent Application	PHE040170		CN EP JP KR US		WO 2005/015950		08.08.2003	David Coymen	A			SPEAKER MEMBER WITH FOLDS SECURED TO SPIDER REINFORCED ACOUSTIC MEMBER WITH DISTANCE LIPS
Published Patent Application	PHE041108		WO		WO 2006/035412		30.09.2004	David Coymen	A			PO/PMAA PISTONIC LOUDSPEAKER
Published Patent Application	PHE041110		WO		WO 2006/035413		30.09.2004	David Coymen	A			FLAT SPEAKER WITH REDUCED INTERFERENCE WOOFER-TWEETER BEARING POINT SOURCE LOUDSPEAKER
Filed Patent Application	PHE050521		WO		(EP06117103.9)		17.03.2005	David Coymen	A			Wall reflecting surround with rotating spatiosuress
Published Patent Application	PHE050671	US	WO		WO 2005/081678		13.07.2005	G.D'Hoogh	A			Suspension with saddle root elements
Filed Patent Application	PHE050504		WO		US0638327		16.6.1998	Jozet Baeten	A			CAGE-CRIVE LOUDSPEAKER
Filed Patent Application	PHE013201		WO		(EP05109482.0)		06.01.2005	Annick Emmeris	A			SPLIT-RANGE LOUDSPEAKER
Invention Disclosure	ID683181								A			Front air cooled drivers
Invention Disclosure	ID683917								A			Integration light reflector
Invention Disclosure	ID684385								A			Waveform low frequency transducer with integrated standing wave correction
Filed Patent Application	PH0007087		WO		(EP06123855.1)		10.11.2006	Jozet Baeten	A			Guitar D'Hoogh
	PH0005438		WO		(EP06115135.3)		08.08.2006	Jozet Baeten	A			Large speaker with quarter wave length resonator and reflex enclosure At Case Transducer based on thermal conduction

Note: L means that for certain countries a reduction of annual maintenance fees is granted in exchange of a statement that patent holder is willing to grant licenses under reasonable conditions. This obligation can be turned back by paying all fees reductions granted before.
Note: in column D (Patent Pending Countries) "EP" means that at least DE, FR, and GB are designated.

DE BRAUW
BLACKSTONE
WESTBROEK

REDACTED

Intellectual Property Rights Agreement

relating to

Project Reagan

between

Koninklijke Philips Electronics N.V.

and

PSS Belgium NV

Dated 31 December 2006

Tripolis 300
Burgerweeshuispad 301
1070 HR Amsterdam
The Netherlands

Intellectual Property Rights Agreement

REDACTED

THE UNDERSIGNED:

- (1) Koninklijke Philips Electronics N.V., a limited liability company incorporated under the laws of the Netherlands, with corporate seat in Eindhoven, and having its address at Groenewoudseweg 1 (5621 BA) Eindhoven, the Netherlands (the "**Seller**"), and
- (2) PSS Belgium NV, a limited liability company incorporated under the laws of Belgium (the "**Company**");

WHEREAS:

- (A) Seller and BA Acquisition, LLC (the "**Purchaser**") have entered into a sale and purchase agreement dated 27 November 2006 (the "**SPA**") for the sale and purchase of the Business (as defined in the SPA); and
- (B) In connection with the SPA, Seller and the Company wish to confirm their agreement concerning the assignment and licensing of patents in respect of the Business whereby Seller will: (i) assign, or cause its Affiliates to assign certain intellectual property rights and certain Know-How related to the Business, and (ii) grant, or cause its Affiliates to grant, a licence under certain intellectual property rights and certain Know-How related to the Business.

IT IS AGREED AS FOLLOWS:

DEFINITIONS

When used in this Intellectual Property Rights Agreement, the following terms shall have the meanings set forth below:

"A-Patents" shall mean the Patents and any Patents on invention disclosures as listed in Annex A to this Intellectual Property Rights Agreement.

REDACTED

"Intellectual Property Rights Agreement" shall mean this agreement (including all Annexes hereto), as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

"Patents" shall mean patents, utility models and applications therefor, including any divisionals, continuations, re-examinations, renewals and re-issues thereof.

2 ASSIGNMENT OF A-PATENTS

- 2.1** Subject to the provisions of this clause 2, Seller assigns and agrees to cause its relevant Affiliates to assign to the Company the A-Patents, subject to any and all prior commitments of Seller and/or its Affiliates to third parties entered into prior to the Closing Date, and provided that subject to the provisions of clause 9.8.1 of the SPA, Seller and its Affiliates shall retain a non-exclusive, non-transferable, irrevocable, world-wide, fully paid-up license under all A-Patents (without the right to grant sub-licences) to manufacture, have manufactured or sell any product, or provide any service in relation to any such product, to the extent that such products are used in or in combination with products or systems sold by the Philips Group in the consumer electronics market. For the avoidance of doubt, such license of the A-patents to the Seller and its Affiliates shall not include any rights with respect to products or services in the automotive speaker business.
- 2.2** The Company shall bear all costs related to the assignment of the A-Patents from Seller to the Company pursuant to clause 2.1. Seller shall sign and execute all such documents and do all such things as are required for the assignment of the A-Patents to the Company under this Intellectual Property Rights Agreement.
- 2.3** The Company shall bear all costs of prosecution and maintenance of the A-Patents arising as from the Closing Date, including any remuneration payable to inventors in accordance with applicable national laws with respect to any of the A-Patents.
- 2.4** The Company hereby undertakes that it and its successors and assignees shall not enforce or authorize any third party to enforce any of the A-Patents assigned to it under clause 2.1 against Seller or any of its Affiliates.
- 2.5** Subject to clause 2.6, the Company hereby undertakes that it and its successors and assignees, prior to seeking to enforce or authorising any other party to enforce any of the A-Patents assigned to it under clause 2.1 against any third party, shall request written confirmation from Seller whether or not such third party is entitled to any rights under the A-Patents granted by Seller and/or any of its Affiliates under any prior agreement or prior commitment entered into prior to the Closing Date. If the Seller fails to provide such confirmation in writing within 30 days following receipt of such request, the Company may assume that such third party has not been granted any rights under the A-Patents by Seller and/or any of its Affiliates under any prior agreement or prior commitment entered into prior to the Closing Date.
- 2.6** It is confirmed that the Company does not acquire any rights accruing from ownership of the A-Patents prior to the Closing Date. Accordingly, the Company shall not have the right to sue and to collect damages in respect of any act of infringement committed prior to the Closing Date. Seller and its Affiliates shall not be obliged to take any action in relation to any third party for any act of infringement prior to the Closing Date.

REDACTED

IN WITNESS whereof the parties to this Agreement have executed this Agreement on the date written above.

KONINKLIJKE PHILIPS ELECTRONICS N.V.




By: *L. Starmans*
Title: *Attorney-in-fact*



REDACTED

IN WITNESS whereof the parties to this Agreement have executed this Agreement on the date written above.

PSS BELGIUM NV



By: L. Starmans
Title: Attorney-in-fact

ANNEXES

ANNEX A – A-Patents and A-Patents on Invention disclosures

ANNEX B – B-Patents and B-Patents on Invention disclosures

ANNEX C – Trademarks

ANNEX D – Business Software

ANNEX E – Domain Names



REDACTED

ANNEX A

A-PATENTS AND A-PATENTS ON INVENTION DISCLOSURES

Project Reagan

WEDNESDAY, NOVEMBER 8, 2006

A-Patents and A-Invention Disclosures

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SCHEDULE 7
CLOSING DATE PAYMENT LETTER

Koninklijke Philips Electronics N.V.

BA Acquisition, LLC
Attn Mr E. Evans
1209 Orange Street
Wilmington
County of Newcastle
Delaware 19801
USA

Dear Mr. Evans,

Date: 31 December, 2006

We refer to the sale and purchase agreement ("SPA"), dated 27 November 2006, entered into between BA Acquisition, LLC ("Purchaser") and Koninklijke Philips Electronics N.V. ("Seller"). Terms used in this letter shall have the same meaning as attributed to them in the SPA.

In order to ensure that current operating cash is readily available in the disbursing accounts of the Group as of the Closing Date so as to not disrupt ongoing business, Purchaser has requested Seller to provide the Business on the Closing Date with cash in the aggregate amount of EUR 3,250,000 (three million two hundred and fifty thousand euro), as set out in the column "Operational Cash Needed" in the overview attached hereto as Annex 1. The cash has been provided to the Business by way of a loan. Seller has agreed with Purchaser that Seller will assign this loan to Purchaser on the Closing Date in consideration of the payment by Purchaser to Seller of the nominal amount of the loan on the Closing Date. On the Closing Date, the Purchaser will make the following payments:

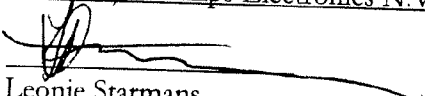
- EUR 52,500,000 to the Purchaser (the Closing Date Payment),
- EUR 3,250,000 to the Purchaser (consideration for the assignment of the loan), and
- EUR 4,000,000 to the Escrow Agent (the Escrow Amount).

Seller and Purchaser furthermore agreed that – in order to avoid double counting – clause 8.2 of the SPA shall be considered amended to the effect that the amount of cash to be included in the line item "cash and short term deposits" of the Net Indebtedness Statement shall be equal to the sum of EUR 3,250,000 minus the actual cash in the Business at Closing Date.

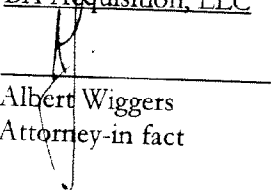
Would you be so kind to countersign one copy of this letter as your acknowledgment and agreement with this letter, and return such copy to us.

Yours sincerely,

Koninklijke Philips Electronics N.V.


Leonie Starmans
Attorney-in-fact

Accepted and Agreed by
BA Acquisition, LLC


Albert Wiggers
Attorney-in fact



Building HBT
P.O. Box 77900
1070 MX Amsterdam
The Netherlands
Tel: +31 20 59 77 777
Trade Register No. 17001910

PATENT

www / Reagan - Pro forma Balance sheet Funding PSS December 2006 -v27122006 / Funding requirements

28-12-2006 / .22

7

Anticipated NOC & Funding Dec 2006 PSS

WORKING DOCUMENT

27 dec 2006

Anticipated NOC to be acquired Dec 2006	Structured Cash Needed	Operational Cash Needed	Total funding needed	Legal and fiscal requirements	D&M input	Equity	Long term Loan from Holding	Short term loan from KPENV	Bank- account in place
Ukraine	295		295	no rules known	keep minimum equity; rest loan; roadmap changed from 26.2 K to 40K local currency	295			
China	(51)	500	449	minimum required in view of investment & activities = EUR 500K	mandatory equity of EUR 500K + operational cash of EUR 500K funded to Holdco	500		500	
HongKong	3.782	-	6.382	no debt : equity rules;	Minimum HKD 1000; keep minimum equity, rest loan		3.782	2.600	
India	1.116	-	1.116	no debt : equity rules;	Common shares of INR 500.000 + preferred shares of INR 65.000.000	0.1			
Hungary	666		666		existing positions of equity HIJF 156.8 Mio and third party loan 14 Mio not funded by Philips	612	PM 55		
Total subsidiaries	5.808	3.100	8.908			2.523	3.782	3.100	
Belgium	4.163	150	4.313	Minimum share capital 60K; no debt : equity rules;	D&M proposal equity 33.3% and debt 66.6%; investigate optimisation Belgium law	4.163		150	
Total PSS	9.971	3.250	13.221			6.686	3.782	3.250	