

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Purchase, Transfer and IPR Agreement
CONVEYING PARTY DATA	
Name	Execution Date
BenQ Corporation	12/28/2006
RECEIVING PARTY DATA	
Name:	BenQ Mobile GmbH & CO. OHG
Street Address:	Haidenauplatz 1
City:	Munich
State/Country:	GERMANY
Postal Code:	81667
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09787868
CORRESPONDENCE DATA	
Fax Number:	(617)542-8906
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6175217896
Email:	pyshe@fr.com
Correspondent Name:	Fish & Richardson
Address Line 1:	225 Franklin Street
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	12758-025001
NAME OF SUBMITTER:	Paul A. Pysher
Total Attachments: 7 source=agrmt2b2b#page1.tif source=agrmt2b2b#page2.tif source=agrmt2b2b#page3.tif source=agrmt2b2b#page4.tif source=agrmt2b2b#page5.tif	

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PURCHASE, TRANSFER AND IPR AGREEMENT

between

- (1) BenQ Corporation, a company incorporated in Taiwan whose registered office is at 157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan, Republic of China ("BenQ Corp");
- (2) BenQ Mobile GmbH & CO. OHG, a company incorporated in Germany (registered under HRA 86670 of the Local Court Munich) whose registered office is at Haidenauplatz 1, 81667 Munich ("BenQ OHG"), acting with the consent of Dr. Martin Prager, attorney-at-law, Barthstrasse 16, 80339 Munich ("Receiver"), in his capacity as preliminary insolvency administrator of BenQ OHG (decision of the Insolvency Court Munich of 29 September 2006, File No. 1503 IN 3270/06);
- (3) Dr. Martin Prager, attorney-at-law, Barthstrasse 16, 80339 Munich ("Receiver"), in his capacity as preliminary insolvency administrator of BenQ OHG (decision of the Insolvency Court Munich of 29 September 2006, File No. 1503 IN 3270/06), to be authorized to sign this Agreement by Court Order with effect for and against the future insolvency estate of BenQ OHG.

BenQ Corp, BenQ OHG and Receiver are hereinafter referred to jointly as the "Parties" and individually as the "Party"

Effective Date:

28 December 2006

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PREAMBLE

WHEREAS the Receiver possesses and claims to own spare parts and IT tools necessary for the maintenance of warranty services in relation to mobile devices carrying the labels "BenQ", "Siemens" or "BenQ Siemens" and

WHEREAS the Receiver is willing to sell and transfer and BenQ Corp is willing to purchase and acquire title to such spare parts and IT tools and

WHEREAS the Parties are willing to clarify or otherwise agree on the ownership and certain related issues in the IP rights owned by them in relation to the Mobile Devices Business acquired by BenQ Corp from Siemens AG

NOW, THEREFORE the Parties agree as follows:

ART. 1 DEFINITIONS

When used in this Agreement the following terms shall have the following meaning and are equally applicable both in the singular and in the plural forms:

1. **Affiliate** shall mean all enterprises from time to time which are related enterprises (*verbundene Unternehmen*) within the meaning of section 271 (2) German Commercial Code (HGB).
2. **Co-Registered Patents** means any and all Patents which as of Effective Date have been applied for or registered both in the name of BenQ OHG and BenQ Corp independent of the share each of the Parties owns of such Patents. A non-binding list of Co-Registered Patents is attached hereto as Schedule 2.
3. **Corp Patents** means
 - a) any and all Corp Registered Patents and
 - b) any and all Co-Registered Patents and
 - c) any and all Useful Patents independent of which entity the Useful Patents are registered for as of Effective Date.
4. **Corp Registered Patents** means
 - (a) any and all Siemens Patents and
 - (b) any and all Patents based on inventions relating to communication devices and made by employees of BenQ Corp and / or BenQ OHG from the day BenQ OHG started its business until 29 September 2006which as of Effective Date have been applied for or registered in the name of BenQ Corp only.

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5. **Effective Date** shall be the date this Agreement is signed by both Parties. This date shall be noted down on page 1 of this Agreement.
6. **Intellectual Property Rights** means any or all of the following rights, whether registered or unregistered and all other rights corresponding to the following rights throughout the world: (a) Patents, (b) industrial design rights, (c) copyrights to the exclusion of copyrights to software, (d) trademarks, (e) business names, (f) domain names. Intellectual Property Rights shall not include operational and business secrets.
9. **OHG Patents** means
- a) all OHG Registered Patents and
 - b) all Siemens Patents which as of Effective Date have not yet been registered for either BenQ Corp or BenQ OHG or both of them
- however, in both cases to the exclusion of any and all Useful Patents.
10. **OHG Registered Patents** means
- (a) all Siemens Patents and
 - (b) all Patents based on inventions relating to communication devices and made by employees of BenQ Corp and / or BenQ OHG from the day BenQ OHG started its business until 29 September 2006
- which as of Effective Date have been applied for or registered in the name of BenQ OHG only.
12. **Patent Documentation** shall mean all documentation that is necessary for the transfer, maintenance, further prosecution and defence of the Patents as well as any documentation about agreements concluded with third parties about the Patents, independent of whether it is laid down on paper or in electronic means. Documentation shall include but not be limited to the application file (in particular all documents and correspondence exchanged with the competent Patent Office during the patent application process), documents containing information about

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the validity of a Patent, documents prepared for or received in the course of legal proceedings pertaining to the Patent and patent database summary files.

13. **Patents** means all classes and types of patents and patent applications, including but not limited to utility models, provisional applications and all other similar protection of inventions as recognized by applicable law, in all countries of the world and all related continuations, continuing prosecution applications, continuations-in-part, divisions, divisionals, extensions, substitutions, renewals, confirmations, reissues, re-registrations, patent disclosures, inventions (whether or not patentable) or improvements thereto.
14. **Siemens Patents** means any and all Patents bought by BenQ Corp from Siemens AG and all Patents based on inventions bought by BenQ Corp from Siemens AG, in both cases if bought in the course of the acquisition of Siemens AG's communication device business by BenQ Corp and independent of whether such Patents are as of Effective Date registered in the name of BenQ Corp, BenQ OHG or both or of Siemens AG or one of its Affiliates and independent of whether such Patents are listed in the agreements between Siemens AG and BenQ Corp about the sale of Siemens AG's communication device business or whether they are not listed but as of Effective Date have nevertheless been transferred from Siemens AG to either BenQ Corp or BenQ OHG or both of them.
15. **Unregistered Rights** shall mean any and all Intellectual Property Rights owned or controlled worldwide by any of the Parties which have not been registered with any Patent Office, Trademark Office, Intellectual Property Office, Commercial Register, court or other competent authority and which are neither Patents nor rights to designations, such as trademarks, company names, special designations of businesses or enterprises or otherwise signs to distinguish business company names or other similar protection of designations as recognized by applicable law. Unregistered Rights shall also not include license rights to Patents or license rights to rights to designations. Unregistered Rights shall include but shall not be limited to copyrights, rights to use copyrights and license rights to copyrights all to the exclusion of copyrights to software.
16. **Useful Patents** shall mean any and all Patents belonging to patent family (international or national) including inter alia the following Patents:

ART. 2

INTELLECTUAL PROPERTY RIGHTS

1. **PATENTS**
- 1.1 **Ownership / transfer of Patents**
- 1.1.1 BenQ Corp acknowledges BenQ OHG's worldwide right, title and interest in and to the OHG Patents. BenQ Corp furthermore hereby assigns, transfers and conveys to BenQ OHG any worldwide rights, title and interest BenQ Corp has in and

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to the OHG Patents, including but not limited to ownership rights. BenQ OHG hereby accepts this assignment, transfer and conveyance.

1.1.2 BenQ OHG and Receiver acknowledge BenQ Corp's worldwide right, title and interest in and to the Corp Patents. BenQ OHG furthermore hereby assigns, transfers and conveys to BenQ Corp any worldwide rights, title and interest BenQ OHG has in and to the Corp Patents, including but not limited to ownership rights. BenQ Corp hereby accepts this assignment, transfer and conveyance.

1.1.3 All Patents transferred under this Agreement are transferred together with all income, royalties, or other payments that become due (*fällig*) as of the Effective Date or thereafter, including, without limitation, all payments resulting from claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for the use of the Patent Transferee and his successors, assignees, or other legal representatives.

1.2 Registration

Each Party hereby agrees to the recording of the transfer of its right to any Patent which this Party transfers under clause 1.1 of this Agreement in the register of the competent Patent Office and/or other governmental or regional agency performing the same function, and promises to provide the required documents and to make all necessary signatures in connection therewith without undue delay.

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10. This Agreement shall become effective on 28 December 2006 upon signing by . . .
all Parties.

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The venue of arbitration shall be Munich, the language of the proceedings shall be English.

Taipei, _____

Munich, 28 Dec. 2006

[Signature]
Signature

[Signature]
Signature

RICK LEI
Name

André Körtgen
Name

S.V.P & C.S.O
Position

Authorized Officer (Prokurist)
Position

Munich, 28 Dec 06

[Signature]
Signature

PRADGR
Name

INT JV
Position

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