# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Assignment

## **CONVEYING PARTY DATA**

Name	Execution Date
BenQ Mobile GmbH & Co. OHG	08/10/2007

## **RECEIVING PARTY DATA**

Name:	Palm, Inc.
Street Address:	950 W. Maude Ave.
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085-2801

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09787868

## **CORRESPONDENCE DATA**

Fax Number: (617)542-8906

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6175217896
Email: pysher@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** 

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### ASSIGNMENT

THIS ASSIGNMENT is made this 1st day of July 2007 ("Effective Date")

#### BETWEEN

Dr. Martin Prager, attorney-at-law, Barthstrasse 16, 80339 Munich ("Receiver"), in his capacity as insolvency administrator of BenQ Mobile GmbH & Co. OHG, as set forth in Schedule 1, a company incorporated in Germany (registered under HRA 86670 of the Local Court Munich) whose registered office is at Haidenauplatz 1, 81667 Munich ("BenQ Mobile");

And

Palm, Inc., a company incorporated in Delaware whose registered office is at 950 W. Maude Ave, Sunnyvale, CA 94085-2801, USA ("Palm").

Palm and Receiver are hereinafter referred to jointly as the "Parties".

WHEREAS on 28 December 2006 BenQ Mobile, the Receiver in his former capacity as preliminary insolvency administrator and BenQ Corp Taiwan concluded a Purchase, Transfer and IPR Agreement under which BenQ Corp Taiwan assigned a portfolio of patents, patent applications and inventions to BenQ Mobile,

WHEREAS insolvency proceedings were opened upon the assets of BenQ Mobile as of 1 January 2007 with the effect that the Receiver is henceforth entitled, as set forth in Schedule 1, to dispose of the assets of BenQ Mobile,

WHEREAS as of 1 July 2007 (the "Effective Date"), the Parties have entered into a Patent Purchase and Transfer Agreement 1 to acquire certain patents, patent applications and inventions applied for until 30 September 2005 (hereinafter "PPTA 1") and Patent Purchase and Transfer Agreement 2 to acquire certain patents, patent applications and inventions applied for since 1 October 2005 (hereinafter "PPTA 2"),

WHEREAS as of the Effective Date, the Parties intend to assign such patents, patent applications and inventions to Palm.

IN CONSIDERATION OF the sum of £1 (One Pound Sterling) paid by Palm to the Receiver in his capacity as insolvency administrator of BenQ Mobile, receipt and sufficiency of which is hereby acknowledged.

#### IT IS HEREBY AGREED THAT:

The Receiver in his capacity as insolvency administrator of BenQ Mobile assigns all and entire worldwide rights, title and interest in and to the patents, patent applications and inventions in the lists of patents, patent applications and inventions set forth in Schedule 2, (including any related divisions, continuations, continuations-in-part, reissues and extensions, amendments, conversions, re-examinations, substitutions,

renewals, confirmations or restorations thereof, if applicable and all invention and technical solutions disclosed in the respective published patent specifications, together with all other patents and intellectual property rights including design patents (Geschmacksmuster) and utility models (Gebrauchsmuster) worldwide that are owned by BenQ Mobile and correspond to, derive priority from or have equivalent claims to or are based upon such published patent specifications, whether registered or not, or otherwise deriving from such invention and technical solutions, and all other rights of improvements (whenever and wherever arising) over or in connection with or in furtherance of the relevant technology and/or patents) inclusive of all rights to claim back damages for acts of infringement occurring between the publication of the patent application and the Effective Date, and the right to file further patent applications claiming priority from any of the patents and patent applications aforesaid (collectively referred to as the "Patent Portfolio").

The Receiver herewith irrevocably authorizes Palm to give any declaration, consent or document to any relevant registry in Receiver's and/or BenQ Mobile's name which is required or helpful to record or confirm the assignment and transfer of the Patent Portfolio to Palm.

The Receiver grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document, or the rules or procedure of any other patent office anywhere in the world for recording or registering this document and the Patent Portfolio.

This Agreement is made under English law and is subject to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the Parties have made this Agreement he day and year first mentioned above

Palm. Inc.

DA PHACE

Date:

Andrew J. Brown

Chief Financial Officer (CFO)

Signature

Date 07.08.07

Dr. Martin Prager Receiver

Palm, Inc. Legal Dept.

#### Schedule 1

### Dediannidra Vnazumii



# Amtsgericht München

- Insolvenzgericht -

Infanteriemtraße 5, 80097 Winchen Telefon: 089/5597-04 , Faz: 089/5597-2777 Bankverbindung: Gerichtskasse München, Kto.: 3024919, (BLI 700 500 80)

Geschäftsnummer: 1503 IN 3270/06

(Milta inner angeben)

München, 01.01.2007

## Bescheinigung

In dem Insolvenzverfahren

über das Vermögen der

BenQ Mobile GmbH & Co. OHG, Haidenauplatz 1, 81667 München gesetzlich vertreten durch phG der OHG BenQ Mobile Management GmbH. gesetzlich vertreten durch Geschäftsführer Wei-Yui Liou (Alex Liou), - Taoyuan City, Tayoyuan/Taiwan Geschäftsführer Deng-Rue Wang (David Wang), - München

weitere Geschäftsführer bei Antragstellung:

Geschäftsführer Sen-Woon Chen (Dr. Irwin Chen), - Taipei/Taiwan Geschäftsführer Wen-Tsan Wang (Jerry Wang), - Taipei/Taiwan Geschäftsführer Clemens Joos, - Ottobrunn

phG der OHG BenQ Wireless GmbH, - gwsetzlich vertreten durch Geschäftsführer Wei-Yui Liou (Alex Liou), - Taoyuan City, Tayoyuan/Taiwan

- Schuldnerin -

ist

Herr Rechtsanwalt Dr. Martin Prager

Barthstr. 16, 80339 München Telefon: 089-8589633 Telefax: 089-85896350

zum Insolvenzverwalter bestellt worden.

Richter am Amtegerich



Schedule 1 cont.

Vorstehende Abschrift stimmt mit der mir vorgelegten Urschrift übersin.

München, den 24. Mai 2007

THE STREET

(Dr. Till Schemmenn) Notar

# Schedule 2

List 1A - PPTA 1 Schedule 1 part 1A

List 1B - PPTA 1 Schedule 1 part 1B

List 1C - additional IPRs to PPTA 1 Schedule 1 part 1A

List 1D - PPTA 2 Schedule 1 and 2

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Family No:

199802538

Added to the provided fish

No

Internal File No

Application No.

1998P02638 VVOUS

997787,868

July 10, 2007

**RECORDED: 10/01/2007** 

\* Patents, Patent Applications and Utility Models

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