

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor should be corrected to read as follows: SIEMENS AG previously recorded on Reel 019904 Frame 0731. Assignor(s) hereby confirms the Assignor should be corrected to read as follows: SIEMENS AG.

CONVEYING PARTY DATA

Name	Execution Date
Siemens AG	09/30/2005

RECEIVING PARTY DATA

Name:	BenQ Corporation
Street Address:	157 Shan-Ying Road, Gueishan
City:	Taoyuan
State/Country:	TAIWAN
Postal Code:	333

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: foley@fr.com
 Correspondent Name: Paul A. Pysher
 Address Line 1: 225 Franklin Street
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	12758-025001
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NAME OF SUBMITTER:	Paul A. Pysher
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TO: PAUL A. PYSHER COMPANY: 225 FRANKLIN STREET

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Master Sale and Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Siemens AG	09/30/2005
RECEIVING PARTY DATA	
Name:	BenQ Corporation
Street Address:	157 Shan-Ying Road, Gueishan
City:	Taoyuan
State/Country:	TAIWAN
Postal Code:	333
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:	Paul A. Pysher
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: 23 source=agmt1s2b#page1.tif source=agmt1s2b#page2.tif source=agmt1s2b#page3.tif source=agmt1s2b#page4.tif source=agmt1s2b#page5.tif	

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Stevens AG
NewQ Corporation

MASTER SALE AND PURCHASE AGREEMENT

CONFIDENTIAL INFORMATION - SUBJECT OF MATRONS AND SUPPLEMENTARY DOCUMENTS IS UNCLASSIFIED AND IS AVAILABLE TO THE PUBLIC

- 21. General Provisions 36
- 22. Governing Law and Dispute Settlement 40

THIS MASTER-SALE AND PURCHASE AGREEMENT has been made on 6 June 2005 as amended on 20 September 2005¹

BETWEEN

- (1) Siemens AG (hereinafter referred to as "Seller"), a company incorporated in Germany, whose principal place of business is in Berlin and Munich, postal address: Siemens AG, D-60312 Frankfurt, Germany; and
- (2) BestQ Corporation (hereinafter referred to as "Buyer"), a company incorporated in Taiwan, whose principal place of business is at 157 Shao-Ying Road, Gushien, Tainan 713, Taiwan, R.O.C.

(Seller and Buyer are hereinafter referred to jointly as the "Parties" and individually as a "Party").

WHEREAS

- (A) Seller operates a mobile device business in a number of jurisdictions. The mobile device business comprises their efforts in research, development, production and sale of mobile communication terminals, including mobile telephones and data transmission devices incorporating wireless standards as well as the provision of related services. The mobile device business is operated as a group of Seller's communication divisions.
- (B) Buyer is a company active in the areas of communication and multimedia device business. The communication and multimedia device business comprises their efforts in research, development, production and sale of imaging devices, color laser printers, digital media devices, network devices and mobile communication terminals, including mobile telephones and data transmission devices incorporating wireless standards as well as the provision of related services.
- (C) Seller desires to sell the mobile device business to Buyer and Buyer desires to buy the mobile device business from Seller subject to the terms and conditions as provided for in this Agreement.

NOW, therefore, the Parties hereto agree as follows:

¹ This version shows the amended IPRPA. Amendments are indicated in the text.

4. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used in this Agreement shall have the meaning assigned to them in Schedule 1.
- 1.2 A reference in any statute or statutory provision shall be construed as a reference to the same as it has been in force as of 31st Spring, unless indicated otherwise.
- 1.3 Headings are for convenience only and do not affect the interpretation.
- 1.4 Schedules, Exhibits and any other attachments hereto form part of this Agreement and any reference to this Agreement shall include such Schedules, Exhibits and other attachments thereto.
- 1.5 References to any defined term in this Agreement shall, if the context so demands, also include the plural and vice-versa.
- 1.6 The terms "including", "such as" and equivalent terms shall be construed as illustrative and not as exhaustive.
- 1.7 References to any German legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept shall, in respect of any jurisdiction other than Germany, be interpreted to include the legal concept which most closely corresponds to the jurisdiction to the German legal term. In this Agreement where a German term has been inserted in quotation marks either italics it alone shall not be a legal term in which it refers) shall be authoritative for the purpose of the interpretation of the relevant English term in this Agreement.

3. CENTRAL AND ASSETS AND LIABILITIES

3.2 Other Intellectual Property Rights

As at the Closing Date, Seller shall sell and transfer to Buyer or a Buyer Local Entity all owned intellectual property rights, and Seller shall grant to Buyer or a Buyer Local Entity a license of this term and subject to the conditions of the Intellectual Property Rights Agreement in the form of Exhibit 3.2.1. (such agreement) to be entered into at Closing. The Parties agree that Seller is under no obligation to transfer to Buyer or a Buyer Local Entity any patents, trademarks or intellectual property rights other than provided for in the Intellectual Property Rights Agreement and the Patent Cross License Agreement.

11. CLOSINGS

11.1 Date and Place

Closing shall take place (i) if the last of the Closing Conditions is met by the 15th day of a month, on the last day of the month in which the last of the Closing Conditions have been satisfied or (ii) if the last of the Closing Conditions is met after the 15th day of a month, on the last day of the month following the month during which the last of the Closing Conditions have been satisfied or (iii) on such other date and time as the Parties hereto may agree (the "Closing Date"). Each Party undertakes to use its respective Reasonable Best Efforts to effect Closing on 30 September 2005. Closing shall take place at the offices of Clifford Chance, Theobalds Road, London EC4A 3DF, United Kingdom or at such other location as the Parties may agree.

any procedural aspects, said rules shall be supplemented by the provisions of the German Code of Civil Procedure (Zivilprozessordnung). The proceedings shall be conducted and any award shall be rendered in English. The seat of arbitration shall be Zurich, Switzerland.

Schedules 1 to Master Sale and Purchase Agreement

Definitions

As used in this Agreement in capitalized form, the following terms shall have the following meaning. Capitalized terms used in this Agreement but not defined herein shall have the meaning ascribed to them in the Related Agreements.

Agreement shall mean this master sale and purchase agreement, including all its Schedules and Exhibits.

Cited Data shall have the meaning set forth in Section 11.1.

Bayer shall own Bayer Corporation.

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Intellectual Property Rights Agreement shall govern the intellectual property rights agreement to be entered into at Closing in the form set forth in Exhibit 3.3.1.

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Schubert & Co. Patent AG.

INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This INTELLECTUAL PROPERTY RIGHTS AGREEMENT ("IP Agreement") is entered into as of 30 September 2005 (the "Effective Date") between BenQ Corporation, a corporation organized under the laws of the Republic of China ("Buyer") and Siemens Aktiengesellschaft, a corporation organized under the laws of Germany ("Seller"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is engaged in the MD Business and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the MD Business (as defined in the Master Sale and Purchase Agreement), all on the terms and subject to the conditions set forth in the Master Sale and Purchase Agreement between the parties dated 6 June 2005 ("MSPA") and the other documents contemplated by the MSPA, including this IP Agreement;

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS

As used in this IP Agreement, the following terms have the meanings specified or referred to in this Section I and are equally applicable to both the singular and plural forms. Capitalized terms not otherwise defined in this IP Agreement have the meanings set forth in Schedule 1 to the MSPA. Any agreement referred to below will mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

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"Assigned Patents" means the Patent Rights including certain Essential Patents for GSM/GPRS/EDGE Standards and 3G Standards, set forth in Schedule 1.3 and other Patent Rights set forth in Schedule 1.4.

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"Essential Patent" means any Patent Right claiming an apparatus, combination, method, service or process technically necessary for compliance with either the GSM/GPRS/EDGE Standard and/or the 3G Standard, as applicable, under the laws of the country which issued or published the Patent Right.

"Intellectual Property Rights" means any or all of the following throughout the world in, whether registered or unregistered, as applicable: (i) Patent Rights; (ii) Proprietary Information and Technology; (iii) Copyrights and all applications therefore, and all other rights corresponding thereto throughout the world; (v) all rights in industrial designs as recognized by any country in the world, and any registrations and applications therefore; (vi) Trademarks; and (vii) any similar corresponding or equivalent intellectual property rights to any one of the foregoing.

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"Patent Rights" means all classes or types of patents and patent applications, including utility models, provisional applications, design patents, registered and unregistered industrial designs and all other similar protection of inventions as recognized by applicable law, for the aforementioned, 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.

"Seller Intellectual Property Rights" (or "Seller IP Rights") means any and all Intellectual Property Rights owned by Seller on the Effective Date of this Agreement, and any Intellectual Property Rights created or otherwise acquired by Seller between the Effective Date of this IP Agreement and the Closing Date.

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"Transferred IP Assets" means the
Assigned Patents,

ARTICLE II

TRANSFER AND LICENSE OF IP ASSETS

- 2.1. Assignment of Transferred IP Assets. Upon the terms and subject to the conditions of this IP Agreement, Seller hereby agrees to sell, assign, transfer, convey and deliver to Buyer at the Closing Date, and Buyer hereby agrees to purchase, acquire and accept from Seller at the Closing Date, all right, title and interest in and to the Transferred IP Assets and all versions thereof existing as of the Effective Date of this IP Agreement and all versions created or acquired by Seller between the Effective Date of this IP Agreement and the Closing Date.

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- a. Assignment to Buyer of Transferred IP. The provisions of this Section 2.1 will take effect immediately upon the Closing Date,

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- (5) Patents: Seller hereby transfers and assigns to Buyer, as of the Closing Date, all right, title and interest in and to the Assigned Patents, and acknowledges that Seller will, on the Closing Date, and Buyer accepts the transfer and assignment of execute a Patent Assignment Agreement in substantially the form attached as Exhibit B to this IP Agreement. The transfer and assignment also includes without limitation, any current and future claims towards third parties arising from the permitted or unpermitted use or exploitation or the violation of the Assigned Patents, in particular any license fees, milestone payments, damage claims, claims for injunction, claims for destruction, claims for information, claims on account of unjust enrichment in case of violation of Assigned Patents.

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- 2.2. Recordal of Ownership of Intellectual Property. Seller agrees to cooperate fully with Buyer and to use commercially reasonable efforts to assist Buyer to evidence and perfect the assignment and transfer of and to record the assignment of the Transferred IP Assets at no additional expense to Buyer. Seller will execute, or cause to be executed, all documents Buyer may reasonably request after the Closing Date for such purposes, including but not limited to the form: Patent Assignment Agreement attached to this Agreement as Exhibit 1B, provided that such requests and documents are consistent with this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this IP Agreement with legal and binding effect as of the date and year first above written.

Sept 30, 2005

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BenQ Corporation

Siemens Aktiengesellschaft

By:

By:

Name:

Name:

Title:

Title:

[Signature]
weijun Lou
Controller - BenQ Corp.

[Signature]
ZOTT
Head of LS COM

By:

Name:

Title:

[Signature]
WEIDEL
Head of CT IP Com

[Signature]

Exhibit B

PATENT ASSIGNMENT AGREEMENT

In accordance with and subject to that certain Intellectual Property Agreement, dated 30 September 2005 between BenQ Corporation, a corporation organized under the laws of the Republic of China ("Buyer") and Siemens Aktiengesellschaft, a corporation organized under the laws of Germany ("Seller"), this PATENT ASSIGNMENT AGREEMENT ("Assignment") is entered into as of 30 September 2005, by and among Buyer and Seller.

A. WHEREAS, Seller wishes to assign to Buyer, and Buyer wishes to acquire from Seller, all right, title, and interest in and to the patents and pending patent applications identified on Annex A (= Essential Patents (Schedule 1.3) and Other Patent Rights (Schedule 1.4) (the "Assigned Patent Rights") throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer right, title, and interest in and to (a) the Assigned Patent Rights, (b) the inventions claimed in the Assigned Patent Rights, (c) any and all patents registered in Europe which have been or may be granted on such claimed inventions, (d) all foreign patents which claim priority based on and correspond to the Assigned Patent Rights throughout the world, (e) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of the Assigned Patent Rights, (f) all current and future claims towards third parties arising from the permitted or unpermitted use or exploitation or the violation of the Assigned Patent Rights, in particular any license fees, milestone payments, damage claims, claims for injunction, claims for destruction, claims for information, claims on account of unjust enrichment in case of violation of Assigned Patent Rights, including the right to fully and entirely replace Seller in all matters related thereto.
2. The entire interest assigned herein is to be held and enjoyed by Buyer and by its successors, assignees, and legal representatives to the full end of the terms of the patents that have been or may be granted on the Assigned Patent Rights, as fully and entirely as the same would have been held by Seller had this Assignment not been made.
3. In furtherance of this Assignment, Seller hereby acknowledges that, from this date forward, Buyer has succeeded to all right, title, and standing of Seller to (a) receive all rights and benefits pertaining to the Assigned Patent Rights, (b) institute and prosecute all suits and proceedings and take all actions that Buyer, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Assigned Patent Rights, and (c) defend and compromise any and all

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such actions, suits, or proceedings relating to such Assigned Patent Rights and do all other such acts and things in relation thereto as Buyer, in its sole discretion, deems advisable.

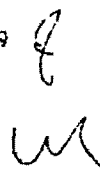
- B. WHEREAS, good faith negotiations as provided for under Section 2.1.5 of the Intellectual Property Agreement have taken place between the Seller and the Buyer

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as a result of the good faith negotiations Seller and Buyer agree as follows:

1. Seller shall transfer the patent rights identified in Annex B to Buyer.
2. Seller shall identify at its own discretion, another fifty six (56) patent families out of the list in Annex C which shall be transferred to Buyer. Of these fifty six (56) patent families, forty (40) shall be identified by Seller within four (4) months following the Closing Date, the other sixteen (16) shall be identified within nine (9) months following the Closing Date. Should an Office Action or Search Report on the time of identification for transfer to Buyer hold one of the patent rights of the patent families consisting only of pending applications identified by Seller, to lack novelty, the patent family thereby concerned shall not be counted towards the fifty six (56) patent families to be transferred to Buyer and does not have to be offered by Seller for transfer to Buyer.
3. Within twelve (12) months following the Closing Date, Seller shall identify at its own discretion, another seventy five (75) patent families out of the list in Annex D, which shall be transferred to Buyer. These seventy five (75) patent rights shall be transferred in addition to the fifty six (56) patent rights to be transferred under Section B.2 here above. Should an Office Action or Search Report on the time of identification for transfer to Buyer hold one of the patent rights of the patent families consisting only of pending applications identified by Seller, to lack novelty, the patent family thereby concerned shall not be counted towards the seventy five (75) patent families to be transferred to Buyer and does not have to be offered by Seller for transfer to Buyer.

The patent rights that will be transferred in accordance with B.1 to B.3 shall be referred to hereunder as the "Further Patent Rights".

4. With regard to all Further Patent Rights, Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer right, title, and interest in and to (a) the Further Patent Rights, (b) the inventions claimed in the Further Patent Rights, (c) any and all patents registered in Europe which have been or may be granted on such claimed inventions, (d) all foreign patents which claim priority based on and correspond to the Further Patent Rights throughout the world, (e) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of the Further Patent Rights, (f) all current and future claims towards third parties arising from the permitted or unpermitted use or exploitation or the violation of



the Further Patent Rights, in particular any license fees, milestone payments, damage claims, claims for injunction, claims for destruction, claims for information, claims on account of unjust enrichment in case of violation of Further Patent Rights, including the right to fully and entirely replace Seller in all matters related thereto.

5. The entire interest assigned herein is to be held and enjoyed by Buyer and by its successors, assignees, and legal representatives to the full end of the terms of the patents that have been or may be granted on the Further Patent Rights, as fully and entirely as the same would have been held by Seller had this Assignment not been made.
6. In furtherance of this Assignment, Seller hereby acknowledges that, from this date forward, respectively from the date of the transfer for the patent rights under B.2 and B.3, Buyer has succeeded to all right, title, and standing of Seller to (a) receive all rights and benefits pertaining to the Further Patent Rights, (b) institute and prosecute all suits and proceedings and take all actions that Buyer, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Further Patent Rights, and (c) defend and compromise any and all such actions, suits, or proceedings relating to such Further Patent Rights and do all other such acts and things in relation thereto as Buyer, in its sole discretion, deems advisable.
7. Within twelve (12) months following the Closing Date, should Seller wish to abandon or not wish to pursue the registration of any of the patent rights identified in Annex D, it shall inform Buyer of such intention in due time. For the avoidance of doubt, provisionally designated countries in a PCT application process shall be considered as patent rights only if files for such patent rights have been prepared for continuation in a national/regional phase. The notification of Seller shall indicate the title of the patent right(s) as well as the jurisdiction and the number of application/registration. Following such notification, Buyer may, within one (1) month from having received notification, request to have the patent rights in question transferred to it. Seller shall provide Buyer with all necessary documents and/ or authorizations for such transfer. The costs for such transfer shall be borne by Buyer.
8. All patent rights to be transferred under Section B shall be considered an addition to Schedule 1.4 as foreseen in Section 2.1.5 of the Intellectual Property Agreement.
9. Within twelve (12) months following the Closing Date, Seller shall not sell or otherwise transfer any of the patent rights identified in Annex D to a third party (not including Seller's Affiliates). Should Seller sell or otherwise transfer any of the patent rights identified in Annex D to an Affiliate (including Seller's CPE business), Seller shall ensure that such Affiliate shall not be entitled to sell or otherwise transfer any of the patent rights in Annex D to a third party during the aforementioned time period. Seller shall further ensure that such Affiliate shall be subject to the obligation under section B.7 here above.

C. MISCELLANEOUS

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7. Within four (4) weeks following the Closing Date, Seller shall provide to Buyer an update of the lists of Patent Rights under Schedule 1.4 covering those patent rights, which, for administrative reasons had not yet been listed in the respective schedule on the Closing Date. For the same reason, Seller shall within four (4) weeks following the Closing Date, provide to Buyer an update of Schedule 1.2, as far as it relates to inventions.

This Assignment will inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment on the date first written above.

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Sept 30, 2005

Siemens Aktiengesellschaft

By:

ppa. Zott

Name:

ZOTT

Title:

Head of LSCOM

By:

ppa. Weidel

Name:

WEIDEL

Title:

Head of CT I/Com

BenQ Corporation

By:

Waiyui Lion

Name:

Waiyui Lion

Title:

Controller, BenQ Corp.

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Waiyui Lion

FAMILY No 198202632	Internal File No 1488702638WOUS	Application No 09787,858	Application Date 1996-09-24	Publication No	Publication Date	Grant No	Date of Grant	Applicant Siemens Aktiengesellschaft
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