

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
WestLB AB, London Branch	01/16/2008

RECEIVING PARTY DATA

Name:	IEE International Electronics and Engineering S.A.
Street Address:	Zone Industrielle
City:	Echternach
State/Country:	LUXEMBOURG
Postal Code:	L-6468

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6707306
Patent Number:	6348663
Patent Number:	6429668
Patent Number:	6289747

CORRESPONDENCE DATA

Fax Number: (413)733-4543
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: Hartford, CONNECTICUT 06103-3410

ATTORNEY DOCKET NUMBER:

6147-0020

NAME OF SUBMITTER:

Nicholas J. Tuccillo, Esq.

Total Attachments: 8

PATENT

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REEL: 020794 FRAME: 0128

CH \$160.00 6707306

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16 January 2008

IEE International Electronics and Engineering S.A.

as Pledgor

and

West LB AG, London Branch

as Pledgee

RELEASE AGREEMENT

CERTIFIED TRUE COPY
OF THE ORIGINAL

Maitre Martine Schaeffer, Notary
Luxembourg, the 26. 02. 08



A handwritten signature in dark ink, appearing to be 'M. Schaeffer', written over the notary seal.

Linklaters

35, avenue John F. Kennedy
P.O. Box 1107
L-1011 Luxembourg

Telephone (352) 26 08 1
Facsimile (352) 26 08 88 88

Ref

A08787422

THIS AGREEMENT is made on 16 January 2008:

BETWEEN:

- (1) **IEE International Electronics and Engineering S.A.**, a company organised as a limited liability company (*société anonyme*) under the laws of the Grand-Duchy of Luxembourg, having its registered office at Zone Industrielle, L-6468 Echternach, the Grand-Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-101 661;

(hereafter referred to as the "**Pledgor**");

AND

- (2) **WestLB AG, London Branch**, a company organised under the laws of the Federal Republic of Germany as a public limited company (*Aktiengesellschaft*), acting through its London branch, with its registered office at Woolgate Exchange, 25 Basinghall Street, London EC2V 5HA, United Kingdom, acting in its own name and on its own behalf and, in its capacity as Security Agent, on behalf of each Finance Party (as defined in the Facilities Agreement, itself defined in Recital (B) below), the Pledgee and the Finance Parties being together the beneficiaries under the pledge created by this Agreement

(hereafter referred to as the "**Pledgee**").

WHEREAS:

- (A) On 27 September 2005, IEE International Electronics & Engineering S.A. as Original Borrower, WestLB AG, London Branch as Arranger, Facility Agent and Security Agent and the Original Lenders entered into an English law governed €105,000,000 credit facilities agreement (the "**Facilities Agreement**").
- (B) As security for the due performance of the Secured Obligations, the Pledgor has agreed to grant a pledge over the Assets in favour of the Pledgee subject to the terms of a pledge over intellectual property rights agreement dated 30 September 2005 between the Pledgor and the Pledgee (the "**Pledge Agreement**").
- (C) The Facilities Agreement will be refinanced and, in this context, the Pledgor has requested and the Pledgee has agreed to release the Pledge without any further consideration upon fulfillment of the Release Condition (as defined in Clause 2 below). For the purpose of the release of the Pledge, the Pledgee will enter on or around the date hereof into a global deed of release (the "**Global Deed of Release**").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In this Agreement, capitalised terms not otherwise defined herein shall have the same meaning as in the Pledge Agreement, and if not defined in the Pledge Agreement, in the Global Deed of Release, unless expressly provided to the contrary.

2 RELEASE

- 2.1** Pursuant to Clause 9 of the Pledge Agreement, the Pledgee hereby unconditionally and irrevocably releases the Pledge without any further consideration upon the condition that the Facility Agent receives payment of the Outstanding Amount on the Repayment Date, prior to the Repayment Deadline (the "**Release Condition**").
- 2.2** Upon fulfilment of the Release Condition, the Pledgee hereby unconditionally and irrevocably discharges the Pledgor from its obligations, covenants and undertakings given under the Pledge Agreement and waives all present and future claims, rights and demands which the Pledgee may have against the Pledgor under the Pledge Agreement and the Pledgor agrees that, it has no further or remaining rights or claims against the Pledgee under, and in respect of the Pledge Agreement and undertakes to carry out such acts or formalities as may be reasonably necessary to give effect to the release of the Pledge Agreement upon the request of the Pledgee or as hereafter described. Furthermore, the Pledgor and the Pledgee agree that the Pledge Agreement shall be automatically terminated, in each case subject to the provisions of paragraph 4 below.
- 2.3** Upon fulfilment of the Release Condition, the Pledgee hereby authorises and instructs the Pledgor to (i) immediately file and/or notify the release of the Pledge and/or to instruct any relevant person to record the release of the Pledge in the relevant register held by the relevant authority for all the jurisdictions where the Intellectual Property Rights have been registered or where an application for the registration of the Intellectual Property Rights has been made and (ii) to execute any confirmation, statement, power of attorney or notifications, including, without limitation, the notice of release in the form of Notice of Release attached as Schedule 1 to this Release Agreement, reasonably necessary for the purposes of giving full effect to the release of the Pledge Agreement.

3 COSTS AND EXPENSES

The discharge given above is given on the express condition that all the Pledgee's costs and expenses reasonably incurred (including legal fees, stamp duties and any value added tax) in connection with the execution and performance of this Agreement or the perfection of the release or discharge hereby granted and any costs incurred by the Pledgee following the occurrence of any event referred to in Clause 10 of the Global Deed of Release shall be promptly reimbursed to the Pledgee by the Pledgor, within three (3) business days of first demand by the Pledgee.

4 APPLICATION OF CLAUSE 10 OF THE GLOBAL DEED OF RELEASE

The Pledgor and the Pledgee hereby agree that the agreements set out in Clause 10 of the Global Deed of Release shall apply to this Agreement accordingly.

5 GOVERNING LAW AND JURISDICTION

- 5.1** This Agreement is governed by and shall be construed in accordance with Luxembourg law.
- 5.2** The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the district of Luxembourg-City in connection with any disputes arising under this Agreement.

5.3 Nothing in this clause 5 limits the right of the Pledgee to bring proceedings against the Pledgor in any other court of competent jurisdiction or concurrently in more than one jurisdiction, to the extent permitted by applicable law.

6 COUNTERPARTS

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

In witness whereof this Agreement has been executed in counterparts on the date stated at the beginning.

SIGNED by

IEE International Electronics and Engineering S.A.

acting by

Title:


J. Candelier

West LB AG, London Branch

acting by

Title:

and

Title:

5.3 Nothing in this clause 5 limits the right of the Pledgee to bring proceedings against the Pledgor in any other court of competent jurisdiction or concurrently in more than one jurisdiction, to the extent permitted by applicable law.

6 COUNTERPARTS

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

In witness whereof this Agreement has been executed in counterparts on the date stated at the beginning.

SIGNED by

IEE International Electronics and Engineering S.A.

acting by

Title:

West LB AG, London Branch

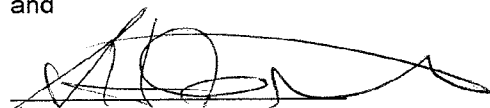
acting by



Title:

**Heather Young
Manager**

and



Title:

**Steve Hurford
Executive Director**

SCHEDULE 1: FORM OF NOTICE OF RELEASE

16 January 2008

To: *[insert name of the addressee of this Notice of release]*

Address: *[insert address of the addressee of this Notice of release]*

- 1 We, IEE International Electronics and Engineering S.A. (the "**Pledgor**") give notice that, by a release agreement dated 16 January 2008 made between the Pledgor and WestLB AG, London Branch (the "**Pledgee**") (the "**Release Agreement**"), the Pledgee has unconditionally and irrevocably accepted to release the Pledge upon fulfilment of the Release Condition (as defined in the Release Agreement) subject to the provisions of paragraph 4 of the Release Agreement.
- 2 As of the date of this Notice of Release, the Pledgee has received notice that the Release Condition has been fulfilled.
- 3 As of the date of this Notice of Release, the Pledgor hereby instructs the addressee of this notice of release to record the release of the Pledge in the relevant register held by the relevant authority for all the jurisdictions where the Intellectual Property Rights have been registered or where an application for the registration of the Intellectual Property Rights has been made.

.....
For and on behalf of
IEE International Electronics and Engineering S.A.

As Pledgor

We acknowledge receipt of the Notice of Release of which this is a copy and confirm and accept each of the matters referred to in paragraphs 2 and 3 of the Notice of Release.

.....
For and on behalf of
[insert name of the addressee of this notice of release]

Date: