

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Philip J. Stringer	03/23/1995
RECEIVING PARTY DATA	
Name:	Teradyne, Inc.
Street Address:	600 Riverpark Drive
Internal Address:	NR700-2-3
City:	North Reading
State/Country:	MASSACHUSETTS
Postal Code:	01864
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5554928
CORRESPONDENCE DATA	
Fax Number:	(978)370-2290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	978-370-3936
Email:	patents@teradyne.com
Correspondent Name:	Michele Brown-Tosi
Address Line 1:	600 Riverpark Drive
Address Line 2:	NR700-2-3
Address Line 4:	North Reading, MASSACHUSETTS 01864
ATTORNEY DOCKET NUMBER:	1006 DIV 1
NAME OF SUBMITTER:	Jill Shedd

CH \$40.00 5554928

Total Attachments: 3  
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LICENSE AGREEMENT, between Teradyne, Inc. (the "Licensee") a Massachusetts corporation having offices at 321 Harrison Avenue, Boston, MA and Philip J. Stringer, an individual, having a residence at Ottermarsh, Bousley Rise, Ottershaw, Chertsey, Surrey, KT16 OLB, England

WITNESSETH

Whereas Licensor is the owner of technology relating to resistive techniques for detecting device opens manufacturing defects on printed circuit boards described in a patent application entitled "Manufacturing Defect Analyzer," filed October 25, 1994, in the name of Philip J. Stringer (hereafter "Licensed Technology"); and

Whereas the Licensee desires to manufacture, use, and sell products incorporating the Licensed Technology; and

Whereas Licensor desires to obtain patents claiming the Licensed Technology .

It is therefore agreed:

1. *Exclusive license.* The Licensor hereby grants to the Licensee the exclusive right and license, world wide, with the right to sublicense, to manufacture, have manufactured, use, sell, and have sold products including the Licensed Technology or covered by a Licensed Patent as hereafter defined.

2. *Licensed Patents.* Any patent or patent application filed by or on behalf of Licensor claiming any feature of the Licensed Technology shall be a Licensed Patent. Obligations concerning Licensed Patents are as follows:

(a) *Prosecution of Patents.* Licensor consents to Licensee filing and prosecuting patent applications, including divisionals, continuations and continuations-in-part, covering the Licensed Technology in any patent office(s) world wide. All such applications shall be filed and prosecuted at Licensee's expense. Licensor agrees to provide all reasonable cooperation, without additional compensation but without expense to Licensor, in the filing and prosecution of patent applications covering the Licensed Technology. Reasonable cooperation includes, but is not limited to, signing of further documents needed to give effect to this agreement.

(b) *Abandonment of Patents.* Licensee shall have full authority to file, amend or abandon any patent or patent application covered by this agreement.

3. *Term.* The term of this License Agreement shall be to the end of the term of the last to expire of the Licensed Patents, but in no event less than seventeen (17) years from the date of execution.

4. *Consideration.* The following shall be paid as compensation for grant of this license. When the obligations of this section are satisfied, the license shall become fully paid up.

(a) *License Fee* Licensee shall pay, within 30 days of the execution of this agreement, fifty thousand dollars (\$50,000).

(b) *Product Purchases* Licensee shall buy from Licensor its first one hundred (100) printed circuit boards for implementing the licensed technology upon the following terms:

(i) *Price* The sales price shall be no more than one hundred fifty dollars (\$150) above Licensor's manufacturing cost of the boards, but in no event more than eight hundred dollars (\$800).

(ii) *Delivery* Boards shall be delivered within two months of receipt of an order by Licensor, except that when design changes are required for a board, the delivery date will be within three months of receipt of the order.

(iii) *Other Terms Of Sale* Unless otherwise stated, terms of sale shall be in accordance with the Uniform Commercial Code.

(c) *Purchases Excused* If Licensor fails in any material respect to fill Licensee's orders for printed circuit board as required under this agreement, Licensee shall be excused from its obligation to purchase further boards.

5. *Notice.* Any notice to be given pursuant to the terms of this License Agreement shall be addressed as follows:

Teradyne, Inc.  
321 Harrison Avenue  
Boston, MA 02118  
ATTN: Legal Department

Philip J. Stringer  
Ottermarsh  
Bousley Rise  
Ottershaw  
Chertsey  
Surrey, KT16 OLB,  
England

6. *Enforcement of Patent Rights.* Licensor shall have no obligation to enforce the Licensed Patents against infringers. Licensor hereby consents to Licensee bringing, maintaining, compromising or settling a suit in its name or in the name of Licensor to enforce rights granted by the Licensed Patents or Licensed Technology. All suits brought by Licensee shall be at Licensee's expense. Licensor agrees to cooperate, without additional compensation but without expense to Licensor, in all such suits brought by Licensee. Unless otherwise agreed, any recovery in a suit for patent infringement shall be paid to Licensee.

7. *Limitations On Uncompensated Assistance.* Licensor's obligation to provide assistance without additional compensation in obtaining or enforcing rights in the Licensed Technology may be limited by Licensor to a total of 10 man days per calendar year. There shall be no carry over into the next year or credit given for unused assistance time in a calendar year. Licensor shall notify licensee when this limit has been reached. Following receipt of notice by Licensee, all additional assistance requested by Licensee shall be at an agreed upon rate, which shall not be greater than the rate Licensor charges others for similar services.

signed under seal at

signed under seal at Boston, Massachusetts

Philip J. Stringer

Teradyne, Inc. 90

\_\_\_\_\_  
date: 23/3/95

by: \_\_\_\_\_  
name: Stuart M. Osattin

title: Vice President

date: March 29, 1995

ACKNOWLEDGMENT

State of UNITED KINGDOM )  
County Of SURREY ) ss.

BEFORE ME, the undersigned notary, today personally appeared before me, Philip J. Stringer, known to me to be the person whose name is subscribed on the foregoing instrument, who acknowledged to me that he executed the same as his free act and deed in the representative capacity indicated above and for the purposes and consideration therein expressed.

23rd March 1995  
(Date)

\_\_\_\_\_  
(Signature of notary)

MY COMMISSION EXPIRES: "My locality expires for as long as I shall practice."

Commonwealth of Massachusetts )  
County Of Suffolk ) ss.

BEFORE ME, the undersigned notary, today personally appeared before me, \_\_\_\_\_, known to me to be the person whose name is subscribed on the foregoing instrument, who acknowledged to me that he executed the same as his free act and deed in the representative capacity indicated above and for the purposes and consideration therein expressed.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of notary)

MY COMMISSION EXPIRES: \_\_\_\_\_

