

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Philips UQE Holding Company, Inc.	03/21/2006
<b>RECEIVING PARTY DATA</b>	
Name:	UQE LLC
Street Address:	9 Westridge Lane
City:	Novato
State/Country:	CALIFORNIA
Postal Code:	94945
<b>PROPERTY NUMBERS Total: 6</b>	
Property Type	Number
Patent Number:	7162452
Application Number:	12176074
Patent Number:	7178036
Application Number:	11674490
Patent Number:	6789188
Application Number:	10151049
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	1600 Baush & Lomb Place
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ATTORNEY DOCKET NUMBER:	93418.000002

CH \$240.00 7162452

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**PATENT**  
**REEL: 022727 FRAME: 0167**

NAME OF SUBMITTER:

Michael J. Didas

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made as of March 21, 2006 (the "Effective Date"), by and between Philips UQE Holding Company, Inc., a Delaware corporation ("Assignor"), and UQE LLC, a limited liability corporation organized under the laws of Delaware ("UQE").



WHEREAS, Assignor desires to assign the Assigned Intellectual Property (defined below) to UQE; subject to certain reserved rights, UQE desires to acquire an ownership interest in the Assigned Intellectual Property, subject to such reservations; and UQE desires to grant and Assignor desires to accept a license under the UQE Intellectual Property (defined below);

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and under the LLC Agreement, Assignor and UQE agree as follows:

### Section 1. Definitions



1.2 "Assigned Intellectual Property" shall mean (i) the patents and patent applications (including provisional applications) listed in Exhibit A hereto, (ii) all reissues, divisions, re-

examinations, renewals, extensions, provisional applications, continuations and continuations-in-part of any of the foregoing; (iii) all foreign counterparts of any of the foregoing; and (iv) all rights in and to those specific trade secret misappropriation claims and breach of contract claims listed in Exhibit A, if any.


1.3 "Affiliates" shall mean, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. "Control", solely for purposes of this definition, (including with correlative meanings, "controls", "controlled by" and "under common control with"), means the possession of beneficial ownership of more than 50% of the stock or other similar interest entitled to vote for election of the Board of Directors or similar managing authority. Such other Person shall be deemed to be an Affiliate only so long as such ownership exists.

## **Section 2. Assignment**

2.1 Subject to all rights granted and obligations existing as of the Effective Date, and subject to Assignor's reservation of rights set forth in Section 3, Assignor hereby irrevocably assigns and transfers to UQE all of Assignor's, and its Affiliates', right, title and interest in and to the Assigned Intellectual Property and to any and all past, present and future damages for infringement of any of the Assigned Intellectual Property and the right to sue therefor.

2.2 UQE shall be solely responsible for all actions and all costs whatsoever, including attorneys' fees, arising after the Effective Date and associated with the perfection of right, title, and interest in and to the Assigned Intellectual Property and any prosecution, maintenance or enforcement of the Assigned Intellectual Property, provided, however, that, upon UQE's written request, Assignor shall execute documents and instruments, and shall do such other lawful acts, as may be reasonably necessary and at UQE's expense, to perfect UQE's right, title, and interest in and to the Assigned Intellectual Property.

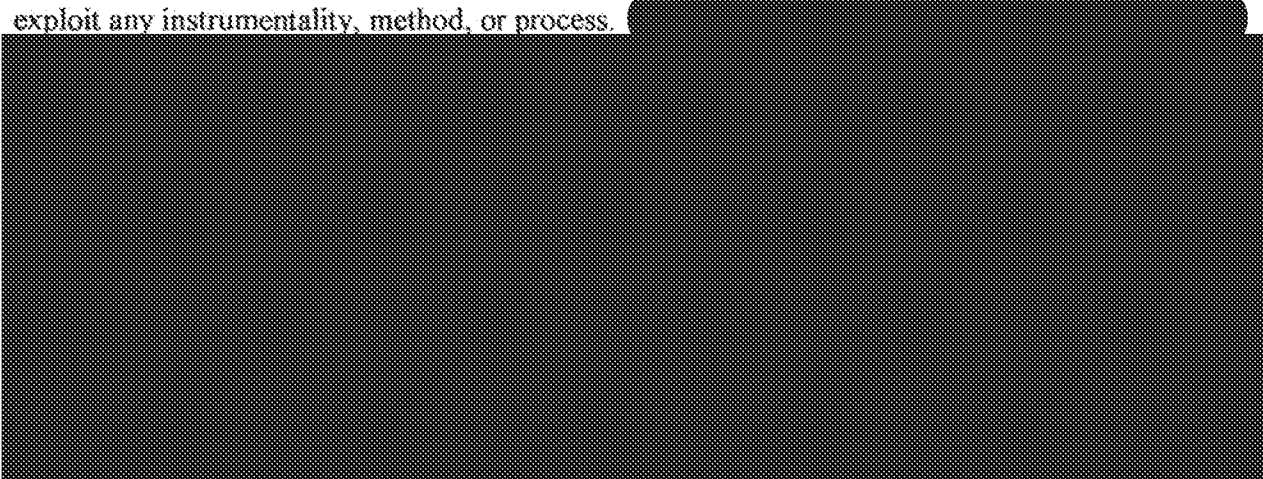
2.3 UQE, for itself, its Affiliates, and its and their successors and assigns, acknowledges and agrees that the assignment and transfer of the Assigned Intellectual Property hereunder is made and is subject to the terms and conditions of prior agreements to which Assignor or any of its Affiliates are a party, including any licenses, immunities, covenants not to sue, obligations not to assert or other rights granted and obligations made under such agreements with respect to the Assigned Intellectual Property. UQE agrees to compel subsequent direct and indirect assignees of the Assigned Intellectual Property to abide by the same terms as this Section 2.3 and to ensure that Assignor and its Affiliates are designated as third party beneficiaries with respect to the provisions of this Section 2.3 in all subsequent assignments.



2.5 No license, immunity, ownership interest, or other right is granted by Assignor or its Affiliates under this Agreement, either directly or by implication, estoppel, or otherwise, except with respect to the Assigned Intellectual Property as expressly set forth herein.

**Section 3. Reserved Rights**

3.1 Assignor hereby reserves and retains, and UQE hereby grants, for the benefit of Assignor, its Affiliates and, subject to Section 3.4, Assignor's successors and assigns, a perpetual, worldwide, transferable (subject to Section 3.4), indivisible, fully paid-up nonexclusive right and license under the UQE Intellectual Property to make, have made (subject to the limitations set forth Section 3.2 below), use, offer for sale, sell, import and otherwise exploit any instrumentality, method, or process.



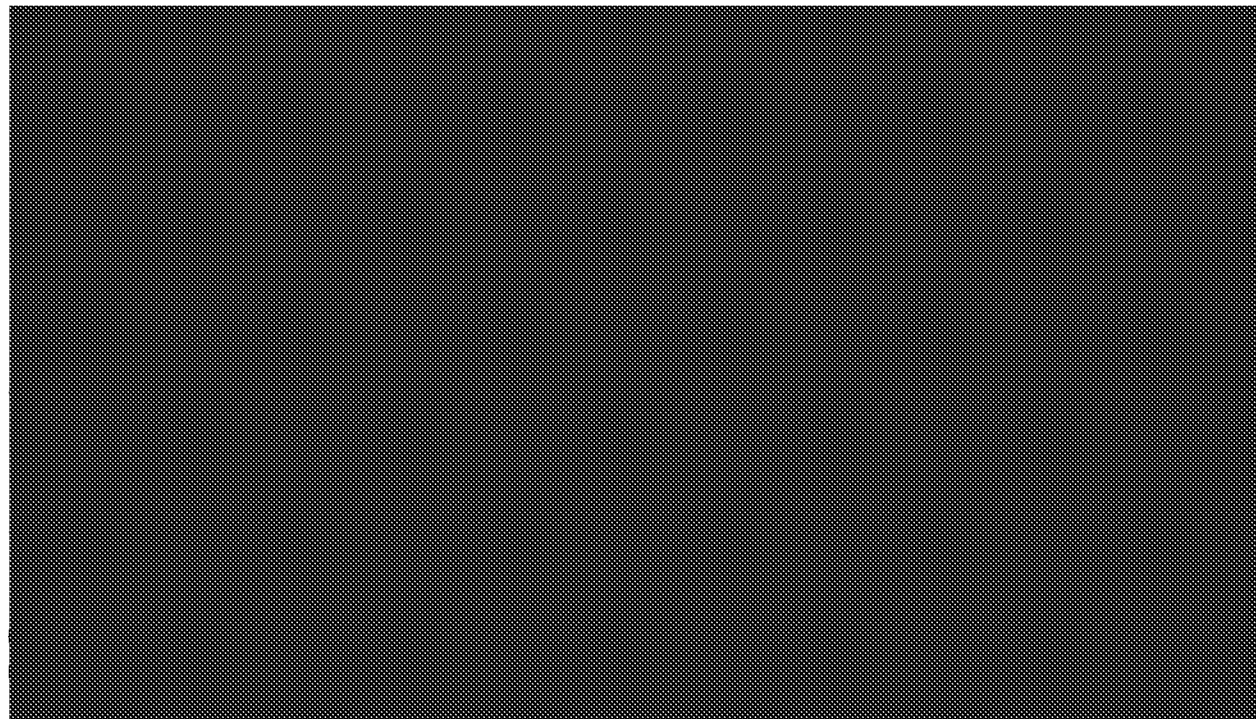
3.2 The right and license to have instrumentalities, methods, and processes made under Section 3.1 shall only apply with respect to bona fide "have made" activities for the benefit of Assignor or one of its Affiliates where the specifications for such products and services were created by the Assignor or one or more of its Affiliates (either alone or jointly with

third parties). For avoidance of doubt, such have made rights do not include the right to authorize a third party to make instrumentalities, methods, or processes for itself in a manner unconnected to the business activities of Assignor or its Affiliates.

3.3 For avoidance of doubt, Assignor hereby reserves and retains, for the benefit of itself and its Affiliates, successors, and assigns, any and all rights to past, present, and future royalties and other consideration given or to be given in exchange for rights with respect to the Assigned Intellectual Property arising out of or accruing under agreements existing prior to (but not including) the Effective Date.



**Section 4. Miscellaneous**



[REDACTED]

4.3 Assignor represents and warrants that it has the full right and power to assign its, and its Affiliates, rights in the Assigned Intellectual Property as set forth in Section 2. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4.3, ASSIGNOR MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED INTELLECTUAL PROPERTY (INCLUDING WITH RESPECT TO THEIR VALIDITY OR ENFORCEABILITY).**

4.4 This Agreement shall not be binding upon the parties until it has been signed by or on behalf of each party. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid.

4.5 If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties. If, moreover, any provision contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

4.6 This Agreement shall be construed in accordance with the law of the State of Delaware, USA, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof. With respect to any controversy, claim or dispute arising out of or relating to this Agreement, each of the parties hereby: (i) agrees that such controversy, claim or dispute may be tried in any Delaware state court or any federal court of the United States of America located in the District of Delaware; (ii) irrevocably consents to the jurisdiction and venue of the aforementioned courts; (iii) waives trial by jury, and (iv) consents to the granting of such legal and equitable relief as is deemed appropriate by any of the aforementioned courts.

4.7 The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

[REDACTED]



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

Agreed to:

**UQE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed to:

**PHILIPS UQE HOLDING COMPANY, INC.**

By: \_\_\_\_\_

Name: Joseph E. Innamorati

Title: Vice President



# EXHIBIT A

## ASSIGNED INTELLECTUAL PROPERTY

Country	Filing date	Status	Application no	Grant date	Grant
AR	21-May-2002	Filed	P020101882		
BR	17-May-2002	Filed	PI0205394.2		
CN	17-May-2002	Filed	02802445.1		
EP	17-May-2002	Filed	02727943.9		
HK	17-May-2002	Published	04110127.1		
IN	17-May-2002	Filed	00128/CHENP/03		
JP	17-May-2002	Filed	02-592123		
KR	17-May-2002	Filed	10-2003-7000918		
MX	17-May-2002	Filed	03-000471		
MY	20-May-2002	Filed	PI20021847		
RU	17-May-2002	Filed	2003136771		
SG	17-May-2002	Granted	200300276.3	27-Jan-2006	94461
TW	21-May-2002	Granted	091110643	11-Sep-2005	1239479
US	20-May-2002	Filed	10/151049		
ZA	17-May-2002	Granted	2003/9056	30-Mar-2005	2003/9056
AR	16-Aug-2001	Filed	P010103918		
BR	02-Aug-2001	Filed	PI0107115.7		
CN	02-Aug-2001	Filed	01803152.8		
CN	02-Aug-2001	Filed	200510107100.5		
EP	02-Aug-2001	Filed	01969564.2		
JP	02-Aug-2001	Filed	02-520226		
KR	02-Aug-2001	Filed	10-2002-7004792		
MX	02-Aug-2001	Filed	02003640		
MY	14-Aug-2001	Filed	PI20013819		
RU	02-Aug-2001	Filed	03107019		
SG	02-Aug-2001	Granted	200202109.5	29-Apr-2005	88335
TW	09-Aug-2001	Granted	090119482	12-Mar-2004	NI-190713
US	15-Aug-2001	Filed	09/930654		
ZA	02-Aug-2001	Granted	02-2946	23-Sep-2003	2002/2946
BR	22-Mar-2000	Filed	PI0005458.5		
CN	22-Mar-2000	Granted	00800908.2	10-Nov-2004	1175413
EP	22-Mar-2000	Filed	00922542.6		
IN	22-Mar-2000	Filed	00-00712		
JP	22-Mar-2000	Filed	00-611276		
KR	22-Mar-2000	Filed	10-2000-7013104		
US	03-Dec-1999	Filed	09/454349		
CA	14-Mar-2000	Filed	2332034		
DE	14-Mar-2000	Granted	00920502.2	27-Oct-2004	60015269.3
EP	14-Mar-2000	Granted	00920502.2	27-Oct-2004	1086467
FR	14-Mar-2000	Granted	00920502.2	27-Oct-2004	1086467
GB	14-Mar-2000	Granted	00920502.2	27-Oct-2004	1086467
JP	14-Mar-2000	Filed	00-606012		
KR	14-Mar-2000	Filed	10-2000-7012721		
MX	14-Mar-2000	Granted	011118	14-May-2003	214558
US	14-Mar-2000	Filed	09/700383		
CN	18-Jan-2001	Filed	01800850.X	1366631-A	
DE	18-Jan-2001	Granted	01951175.7	27-Jul-2005	1212670
FR	18-Jan-2001	Granted	01951175.7	27-Jul-2005	1212670
GB	18-Jan-2001	Granted	01951175.7	27-Jul-2005	1212670

JP	18-Jan-2001	Filed 01-558815 03-523009
KR	18-Jan-2001	Filed 10-2001-7012831
US	07-Feb-2000	Granted 09/498883 07-Sep-2004 6789188

Mar 20, 2006