

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Koninklijke Philips Electronics N.V.</td> <td>11/19/2009</td> </tr> <tr> <td>Philips Semiconductors Inc.</td> <td>11/19/2009</td> </tr> </tbody> </table>		Name	Execution Date	Koninklijke Philips Electronics N.V.	11/19/2009	Philips Semiconductors Inc.	11/19/2009						
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>NXP B.V.</td> </tr> <tr> <td>Street Address:</td> <td>High Tech Campus 60</td> </tr> <tr> <td>City:</td> <td>Eindhoven</td> </tr> <tr> <td>State/Country:</td> <td>NETHERLANDS</td> </tr> <tr> <td>Postal Code:</td> <td>5656 AG</td> </tr> </table>		Name:	NXP B.V.	Street Address:	High Tech Campus 60	City:	Eindhoven	State/Country:	NETHERLANDS	Postal Code:	5656 AG		
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CORRESPONDENCE DATA													
<p>Fax Number: (408)474-9082 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3474431592 Email: david.schaeffer@nxp.com Correspondent Name: David L. Schaeffer Address Line 1: 1109 McKay Drive Address Line 2: NXP Semiconductors, IP&L Dept. Address Line 4: San Jose, CALIFORNIA 95131</p>													
ATTORNEY DOCKET NUMBER:	KPENV&PS TO NXP FOR GA												

CH \$200.00 6417724

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PATENT
REEL: 023586 FRAME: 0439

NAME OF SUBMITTER:

David L. Schaeffer

Total Attachments: 4

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DEED OF TRANSFER OF PATENTS

THE UNDERSIGNED:

1. **Koninklijke Philips Electronics N.V.**, a limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands, and address at Groenewoudseweg 1, 5621 BA Eindhoven, the Netherlands ("**Royal Philips**");
2. **Philips Semiconductors Inc. ("PSInc")**, a Delaware corporation, having an office at 1251 Avenue of the Americas, New York, NY 10020, U.S.A., which is an Associated Company of Royal Philips,

and

3. **NXP B.V.**, a limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands, and address at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands ("**NXP**"),

Hereinafter also collectively referred to as the "**Parties**",

HAVE AGREED AS FOLLOWS:

1. Definitions

When used in this Deed, the following capitalized terms shall have the meaning set forth below:

"**Annex**" shall mean the annex to this Deed.

"**Associated Companies**" shall mean any one or more entities, which is (are) directly or indirectly owned or controlled by Royal Philips or NXP, respectively, but any such entity shall only be deemed an Associated Company for the period such ownership or control exists. For the purposes of this definition, (i) Royal Philips or NXP shall be deemed to own and/or control an entity if more than 50% (fifty per cent) of the voting stock of such entity, ordinarily entitled to vote for the election of directors (or, if there is no such stock more than 50% (fifty per cent) of the ownership of or control in such entity) is held by and consolidated in the annual accounts of Royal Philips or NXP, respectively, and (ii) NXP and its Associated Companies shall not be deemed Associated Companies of Royal Philips, irrespective of Royal Philips' share in NXP;

"**Deed**" shall mean this deed of transfer of the Patents listed in the Annex;

"**Patents**" shall mean any patents, petty patents, provisionals, utility models or applications therefor, including any divisions, continuations, continuations-in-part, re-examinations, renewals and re-issues thereof in any country of the world.

2. Transfer of ownership of Patents; license to Royal Philips

On certain terms and conditions as specified in an intellectual property transfer and license agreement dated 28 September 2006 concluded between the Parties to this Deed, Royal Philips has assigned and agreed to transfer and cause its relevant Associated Companies (including PSInc) to transfer its share in the legal title to the Patents listed in the Annex to NXP, including the rights to claim priority:

- (i) subject to Royal Philips and its Associated Companies retaining a license under such Patents;

- (ii) subject to all prior commitments and prior undertakings vis-à-vis third parties entered into by Royal Philips and its Associated Companies and all arrangements between (a) entities belonging to NXP and its Associated Companies and (b) entities remaining with Royal Philips and its Associated Companies;
- (iii) in the event NXP agrees with a third party to pledge, or otherwise encumber, any of the Patents, subject to the obligation of NXP to agree with such third party that such third party shall respect the licenses mentioned under (i) and the prior commitments, prior undertakings and arrangements under (ii), and that such third party shall impose these obligations on any other beneficiary/transferee of any of the Patents by way of a perpetual clause; and
- (iv) in the event that (a) any of the Patents listed in the Annex is pledged, (b) NXP is under the obligation to register, or otherwise intends to register, such pledge at the relevant patent authorities, and (c) the license retained by Royal Philips and its Associated Companies cannot be secured in the registration of the pledge, subject to the obligation of NXP to register such license at the relevant patent authorities prior to registering such pledge;

and NXP has accepted such assignment and transfer.

3. Variation to Deed

No variation, extension, cancellation or translation of any expressed terms of this Deed (including the Annex) shall be binding upon PSInc nor Royal Philips unless made in writing and signed by a duly authorized representative of PSInc or Royal Philips respectively.

4. Additional assignment documents; further assurance

In the event that in addition to this Deed NXP has to submit other documents to patent authorities in order to effectuate the recordal of the assignment and transfer of the Patents listed in the Annex and the license to Royal Philips and its Associated Companies under such Patents, NXP hereby warrants and guarantees that such other documents will not contain language that in any way prejudices the provisions of this Deed. Royal Philips and NXP shall, at each other's request, execute and do (or procure to be executed and done by any of their respective Associated Companies) all such deeds, documents, acts and things as the requesting party may from time to time reasonably require in order to effectuate or to formalize the transfer of the Patents to NXP on a jurisdiction by jurisdiction basis, to cause the Patents to be recorded at the relevant patent registers around the world in the name of NXP or its designated Associated Companies, and to cause the license under the Patents retained by Royal Philips and its Associated Companies to be recorded at the relevant patent registers around the world.

5. Observance of legal requirements

NXP undertakes to observe and act in accordance with all applicable legal conditions and terms required in order to effectuate the recordal of the assignment and transfer of the Patents listed in the Annex and the license to Royal Philips and its Associated Companies under such Patents.

6. Power of Attorney

Royal Philips and PSInc hereby grant full and irrevocable power of attorney to NXP and its Associated Companies, to submit this Deed and the Annex hereto (and, where

necessary, a translation thereof) to the patent authorities of the territories in which the Patents listed in the Annex are registered or applied for, and to request those authorities to record in the appropriate registers:

- (i) the transfer of the legal title to the Patents listed in the Annex from Royal Philips or any of its Associated Companies to NXP or the relevant Associated Company indicated by NXP; and
- (ii) the license under such Patents from NXP or such relevant Associated Company to Royal Philips and its Associated Companies.

7. Costs for recordal

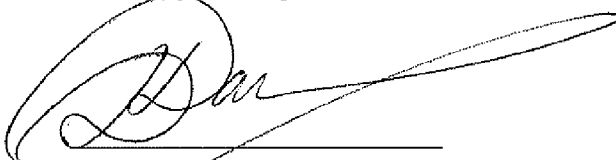
The costs for the recordal of the assignment and transfer of the Patents in the relevant registers will be borne by NXP.

8. Applicable law and jurisdiction

This Deed shall be governed by and construed in accordance with the laws of The Netherlands, regardless of its conflict of law principles. Any dispute between the Parties arising out of or in connection with this Deed, including any question regarding its existence, validity or termination, shall be submitted to the competent courts of The Hague, The Netherlands, without prejudice to the right of either Party to seek injunctive relief in any place where an infringement of rights occurs or threatens to occur.

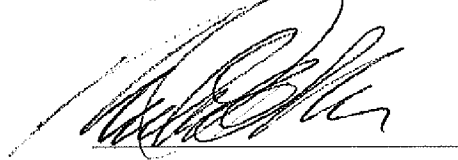
IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorized representatives on 14. 11., 2009.

Koninklijke Philips Electronics N.V.



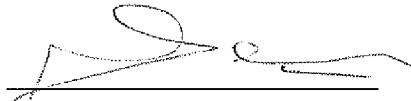
Name: D. M. Damer
Title: Authorized Representative

Philips Semiconductors Inc.



Name: MICHAEL E. MARION
Title: AUTHORIZED SIGNATORY
OCT. 30, 2009

NXP B.V.



Name: Marc Schouten
Title: Head of Licensing and
claims
19/11/2009

CN,DE,EP,FR,GB,US

30 October 2009

Ref	Country	File Date	Application No.	Grant No.	Applicant 1	Applicant 2
A 023125	CN	14-May-1997	97190850.8	97190850.8	TRIMEDIA TECHNOLOGIES, INC	KONINKLIJKE PHILIPS ELECTRONICS N.V.
US008616	DE	11-Jun-2001	01944419.9	60120700.9	PHILIPS SEMICONDUCTORS, INC	NXP B.V.
US008022	EP	14-Feb-2001	01910673.1		PHILIPS SEMICONDUCTORS, INC	KONINKLIJKE PHILIPS ELECTRONICS N.V.
US008616	FR	11-Jun-2001	01944419.9	1295210	PHILIPS SEMICONDUCTORS, INC	KONINKLIJKE PHILIPS ELECTRONICS N.V.
US008616	GB	11-Jun-2001	01944419.9	1295210	PHILIPS SEMICONDUCTORS, INC	
US008084	US	22-Dec-2001	09/747121	6417724	PHILIPS SEMICONDUCTORS, INC	
US008022	US	15-Feb-2000	09/504991	6221735	VLSI TECHNOLOGY, INC	
A 052218	US	15-Sep-1999	09/612536	6728301	VLSI TECHNOLOGY, INC	DOT WIRELESS, INC
A 052219	US	18-Jul-2002	10/189,240	7089004	VLSI TECHNOLOGY, INC	TEXAS INSTRUMENTS INCORPORATED
US010767	US	29-Jun-2001	09/895473	6886091	TRIMEDIA TECHNOLOGIES, INC	

PATENT

RECORDED: 12/02/2009

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