

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement for Sale and Purchase
CONVEYING PARTY DATA	
Name	Execution Date
Silicon Vision AG i, l.	03/14/2003
RECEIVING PARTY DATA	
Name:	STMicroelectronics NV
Street Address:	WTC Schiphol Airport, Schiphol Boulevard 265
Internal Address:	BH Lufthaven Schipol
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1118
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11510130
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.646.8000
Email:	gdriscoll@wolfgreenfield.com
Correspondent Name:	Wolf, Greenfield & Sacks, P.C.
Address Line 1:	600 Atlantic Avenue
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	S1022.81200US02
NAME OF SUBMITTER:	James H. Morris
Total Attachments: 13 source=11510130#page1.tif source=11510130#page2.tif source=11510130#page3.tif	

OP \$40.00 11510130

501066661

PATENT
REEL: 023793 FRAME: 0488

source=11510130#page4.tif
source=11510130#page5.tif
source=11510130#page6.tif
source=11510130#page7.tif
source=11510130#page8.tif
source=11510130#page9.tif
source=11510130#page10.tif
source=11510130#page11.tif
source=11510130#page12.tif
source=11510130#page13.tif

Appendix 2
English version of the Agreement

PH.L.

Agreement for the Sale and Purchase of Intangible Assets of
Silicon Vision AG i. I.

This Agreement is made effective on the 14th day of March two thousand and three (the "Effective Date") by and between:

1. Attorney-at-law Ruediger Wienberg, [from Hess Weinberg Wilhelm] with his place of business at: Wasastrasse 15, 01219 Dresden, Germany, acting not on his own behalf, but in accordance with the powers and authority he has been granted pursuant to the Dresden Court Orders number 532 IN 143/02 (a copy of which is attached hereto in Appendix 1), as receiver for all of the assets of, and in the name and on behalf of, Silicon Vision AG i.I., a German corporation with its registered office at Ringstr. 12, 01468 Moritzburg/Boxdorf, Germany,

Hereinafter referred to as "SELLER",

AND

2. STMicroelectronics NV, A Dutch corporation, with its registered office at WTC Schiphol Airport, Schiphol boulevard 265, 1118 BH Lufthaven Schiphol, Amsterdam, The Netherlands, acting for the purpose of this agreement through its Swiss branch, 39 chemin du Champ des Filles, 12228 Plan-les-Ouates, Geneva, Switzerland,

Hereinafter referred to as "BUYER".

Preamble

By order of the court for insolvency proceedings of Dresden of October 30, 2002 taking effect on November 1, 2002, insolvency proceedings have been instituted against the assets of Silicon Vision AG, and Attorney-at-law Rüdiger Wienberg has been appointed ADMINISTRATOR in said bankruptcy proceedings. Prior to that, by order of said court of August 16, 2002 taking effect on August 16, 2002, preliminary insolvency proceedings had been instituted against the assets of Silicon Vision AG, and Attorney-at-law Rüdiger Wienberg had been appointed

h. . R

preliminary ADMINISTRATOR in said preliminary proceedings. The abovementioned court orders are attached in Appendix 1 hereto.

The Administrator is the insolvency administrator of all of the assets of Silicon Vision AG, hereinafter also referred to as "Debtor", and is acting for purposes of this Agreement in accordance with and through the abovementioned Order of the Dresden Court.

Silicon Vision AG I.L. (hereinafter referred to as "SV") has been engaged for several years in the conception and development of sensor imaging application and/or products.

BUYER is a global independent semiconductor company, which designs, develops and manufactures and markets a broad range of integrated circuits and discrete devices based on semiconductors in a wide variety of microelectronic applications.

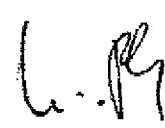
SELLER is duly authorized and willing to sell and assign to BUYER, and BUYER is willing to purchase certain patents and other intellectual property rights associated with the Perimeter (as better defined below).

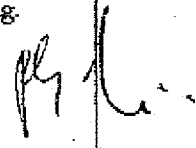
SELLER and BUYER are willing to lay down in this Agreement the terms and conditions pursuant to which SELLER will transfer, or cause to be transferred, to BUYER the related technologies.

Now therefore, in consideration of the mutual covenants and declarations contained herein SELLER and BUYER hereby agree as follows:

Article 1 - Definitions

Wherever used herein, except as may specifically be set forth herein, the following terms, when used with capital initials, shall have the meanings set forth below, regardless of whether they are used in the singular or the plural:



- 1.1 "Affiliate" means any corporation, company or other entity owning or controlling a Party, or under the same ownership or control as a Party, or owned or controlled by a Party, but only so long as such ownership or control exists. Ownership or control shall exist through the direct or indirect: (i) ownership of more than 50% of the nominal value of the issued equity share capital or of more than 50% of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or (ii) right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote.
- 1.2 "Agreement" means this agreement for the sale and purchase of intangible assets of SV, together with all appendices hereto.
- 1.3 "Perimeter" means the sensor imaging activities as carried out by SV prior to the Effective Date.
- 1.4 "Intellectual Property Rights" means any and all trade secrets, know-how, industrial designs, copyrights (including copyright on software in any code), topography and mask work rights which have been or will be applied for, acquired or secured throughout the world, including as provided by treaties, conventions or common law [excluding trademarks and trade names].
- 1.5 "Patent(s)": means issued patents, industrial designs and utility models and their divisions, reissues, continuations, continuations-in-part, renewals and extensions, and applications for any of the foregoing, including as provided by treaties, conventions or common law all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.
- 

- 1.6 "Technology" means any and all Patents (as defined in 1.5 above) and Intellectual Property Rights (as defined in 1.4 above) owned or controlled by SV in relation to, or in connection with, the Perimeter.

Article 2 - Purchase of Intellectual Property of SV AG i. l.

2.1 Object of Purchase/Assignment of Technology

- 2.1.1 Subject to the terms and conditions of this Agreement, BUYER hereby purchases, and SELLER hereby sells, grants, assigns, conveys or transfers to BUYER, on the Effective Date, all and any of SV's entire right, title and interest in and to the Technology. BUYER hereby accepts the transfer of the Technology.

Except as described above, no other asset is hereby transferred by SELLER, or hereby purchased by BUYER.

- 2.1.2 Upon BUYER's request, SELLER undertakes, for no additional consideration, and until the completion of the liquidation procedures, to take, and/or procure to be taken, all legal steps necessary for the transfer, recording, and maintenance of, or any other actions necessary in relation with the transfer of, the above intangible assets (e.g., including, without limitations, the signing of all necessary assignment documents for the registrations of the ownership transfer of the Patents acquired by BUYER hereunder). Each party shall bear its own costs in relation with the foregoing, it being however understood that BUYER shall pay for applicable registration or transfer costs related to the Technology.
- 2.1.3 To the best knowledge of the ADMINISTRATOR, all payments due and all responses due within two months after the Effective Date with respect

ph

THIS PAGE HAS BEEN REDACTED

Page 5

to the acquired Technology and associated Patents are listed in **Appendix**
3 hereto.

THIS PAGE HAS BEEN REDACTED

Page 6

6

6

THIS PAGE HAS BEEN REDACTED

Page 7

PATENT

REEL: 023793 FRAME: 0497

frequently than once annually during the time BUYER may be required to make payment to SELLER under this Article 5.

The Auditors will report to SELLER only upon whether the earn-out conditions are or are not met. BUYER shall be supplied with a copy of any report prepared by the Auditors. Such report shall, in the absence of clerical or manifest error, be final and binding upon the parties.

Such audit shall be at SELLER's costs and expenses, unless it reveals that the report issued by the BUYER under 5.2 above was not correct, and that all of the conditions referred to in 5.1 above were actually met. In this case BUYER shall bear the reasonable costs and expenses of the audit.

- 5.4 The provisions in this Article 5 shall automatically terminate, and shall be of no more force and effect after the 31st of December 2006. The termination of this Article 5 shall be without prejudice of the rights that may have accrued prior to the date of any such termination.

Article 6 - General Terms of Contract/Implementation

6.1 Effective Date

The effective date of this Agreement and of the transfer of ownership described herein shall be as of the 14th of March 2003 (the "Effective Date").

6.2 Representations

- 6.2.1 SELLER hereby represents and warrants that it has the right, power and authority to enter into this Agreement, and to consummate the transactions as contemplated in this Agreement.
- 6.2.2 Except as disclosed in Appendix 6 hereto, ADMINISTRATOR hereby represents that to the best of its knowledge: (i) on or prior to the 16th of August 2002 (i.e., the date of the Dresden court decision attached in
- pg 6

Appendix 1) no right have been granted, that are still in effect, to any third parties, and (ii) no obligation or other commitment whatsoever, that are still in effect, have been taken by Silicon Vision with respect to, or in in connection with, the acquired Technology.

- 6.2.3 Except as disclosed in **Appendix 6**, ADMINISTRATOR hereby represents that to the best of his knowledge he is not aware of any third party rights (including, without limitations, ownership or joint ownership of third party, liens, encumbrances, security interests) and of any action, suit, proceeding or challenge pending or threatened with respect to any of the transferred Technology.
- 6.2.4 ADMINISTRATOR hereby represents and warrants that to the best of its knowledge the acquired Technology described in **Appendix 7**, and delivered hereunder, is a true and complete list of all of the Technology existing as of the Effective Date and relating to, or used in, the Perimeter.
- 6.2.5 It is specifically understood and agreed that neither BUYER, nor any of its Affiliates, shall have or assume, directly or indirectly, any liabilities whatsoever for any infringement or otherwise in connection with the acquired Technology prior to the Effective Date. Further, unless as may be specifically stated herein, this Agreement exclude any existing or future liabilities of SV, including, without limitations, any transfer or assumption of any obligations, contracts, commitments and/or other liabilities of SV.
- 6.2.6 BUYER has conducted reasonable due diligence on the Technology, and has decided to purchase the Technology "as-is", subject to the terms and conditions of this Agreement.
- 6.2.7 SELLER and ADMINISTRATOR are not liable for any technical or legal defect - even hidden ones - of the acquired Technology, documents and files to the extend admissible by statutory law, including for further damages related thereto possibly emerging from or caused by the delivery.
- 6.2.8 Any claims and rights of BUYER which are not or cannot be excluded with regard to technical and legal defects come under the statute of limitations within 6 months from the time when BUYER becomes aware of such claim, or at the latest by 31 December 2003. This does not apply to the statute of limitation of liability claims resulting from deliberate actions of SELLER (§ 202 BGB).
- pg 12

6.3 Exclusion of Setoff & Retention/Withholding Rights

Any setoff by, or right of retention of, BUYER arising from rights assigned to BUYER by a third party creditor of Silicon Vision, which would allow BUYER to claim such assigned rights against SELLER are excluded, unless established by declaratory judgment or recognized by SELLER.

6.4 Costs, § 139 BGB

6.4.1 The Buyer shall bear the costs listed in **Appendix 8**. Except as stated above, each party hereto shall bear the costs of the negotiation of the Agreement. Each party shall bear the costs of its representation.

6.4.2 Any invalidity or unenforceability of any contractual provision hereof shall not affect the other provisions of this Agreement. Instead, the invalid provision shall be replaced and interpreted by one which, as far as permitted by applicable laws, meets the economic purpose of the invalid or unenforceable provision.

6.5 Governing Law

The Agreement and the contractual relationship between the parties hereunder shall be exclusively construed, interpreted and governed in accordance with the German law, without giving effect to its conflict of laws provisions.

6.6 Jurisdiction

The courts of Dresden shall have jurisdiction over any disputes in connection with this Agreement.

PG C.

6.7 Alterations and Amendments

Any future Alterations and amendments of this Agreement including this clause shall be made in writing and duly signed by the authorized representative of each of the parties, and notarized if required.

6.8 NOTICES.

Any notice or other communication provided for in this Agreement shall be delivered personally or sent by certified or registered airmail or transmitted by facsimile as follows:

If to SELLER: Attorney-at-law Rüdiger Wienberg, Wasenstr. 15, 01219
Dresden, Germany

If to BUYER: STMicroelectronics NV
39 Chemin du Champ des Pâles,
1229 Plan-les-Ouates, Geneva, Switzerland
Attention: General Counsel

or to such other names and/or addresses as a party may hereafter designate by notice to the other Party as set forth above.

6.9 NO WAIVER.

The failure of either party to enforce any of the provisions of this Agreement or to exercise any rights herein provided shall not be considered a waiver thereof or affect such party's right to enforce any or all of the provisions hereof or exercise any or all rights herein provided

PH L.

6.10 ENTIRE AGREEMENT.

The terms and conditions contained herein, including all appendices thereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous communications, either oral or written, between the parties with respect to such subject matter.

This Agreement has been negotiated in English and, upon SELLER's request, translated into German prior to its execution. The English version hereof is attached as Appendix 2 hereto. In case of any discrepancies or contradictions, the German version (and not the English version) of this Agreement shall be authoritative for the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, SELLER and BUYER have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

For STMicroelectronics NV
As BUYER
Signed by:

For Silicon Vision AG
As SELLER
Signed by:

Name: Philippe Geyres
Title: Corporate Vice President
GMG General Manager
Date:

Name: Mr. Ruediger Wienberg
Title: ADMINISTRATOR
Date:

