

**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
Elektrobit Wireless Communications Oy	12/03/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Intermec IP Corp.
Street Address:	6001 36 Avenue West
City:	Everett
State/Country:	WASHINGTON
Postal Code:	98203
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Patent Number:	7456747
Application Number:	12227010
Application Number:	12227006
Application Number:	12511051
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	36474.8000
NAME OF SUBMITTER:	P. Quinanola
Total Attachments: 8	

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**PATENT  
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## ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patens and Patent Applications ("Agreement") dated as of December 1 , 2009 (the "Effective Date") by and between:

1. **Elektrobit Wireless Communications Oy**, a corporation organized and existing under the laws of Finland, having its registered office at Tutkijantie 8, 90570 Oulu (the "Assignor"); and
2. **Intermec IP Corp.**, a Delaware corporation having its registered office at 6001 36 Avenue West, Everett, WA 98203, USA (the "Assignee")

The Assignor and the Assignee being hereinafter individually or jointly also referred to as the "Party" or the "Parties", as the context may require.

### RECITALS

**WHEREAS**, the Assignor owns certain patents and patent application listed in Schedule 1;

**WHEREAS**, the Assignee desires to purchase from the Assignor, and the Assignor desires to sell and assign to the Assignee such patents and patent applications on the term and conditions set forth herein;

**WHEREAS**, the Assignor desires to receive from the Assignee and the Assignee desires to grant to the Assignor a license under patents and patent applications acquired from the Assignor.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants set forth herein, the sufficiency and receipt of which the Parties hereby acknowledged, the Parties hereto agree as follows:

### 1. ASSIGNMENTS

(a) In exchange for the consideration described in Section 3 below, the Assignor hereby irrevocably sells, transfers, conveys and assigns to the Assignee:

- a) All of its right, title and interest in the patents listed in Schedule 1 ("Patents") together with all of Assignor's rights and interests in respect of them; and
  - b) All of its right, title and interest in the patent application listed in Schedule 1 ("Patent Applications") together with all Assignor's rights and interests in respect of them.
- (b) The assignments effected by this Section 1 shall include, without limitation, the assignment and transfer of:
- i) all patents that may be granted pursuant to any Patent Applications ("Future Patents"), as well as all patents that may derive priority from or have equivalent claims to or be based upon the Patents or Future Patents in any country of the world; and
  - ii) all rights of action, powers and benefits arising from ownership of the Patents and Future Patents, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Agreement.

## 2. ASSIGNOR'S OBLIGATIONS

- (a) In exchange for the consideration described in Section 3 below, the Assignor also agrees to execute at the expense of the Assignee any and all documents as the Assignee may reasonably require:
- i. to secure the vesting in the Assignee of all rights in the Patents, Patent Applications and Future Patents; and
  - ii. to uphold the Assignee's rights in the Patents, Patent Applications and Future Patents.
- (b) The Assignor also agrees to provide on commercially reasonable terms at the expense of Assignee such further assistance as Assignee may reasonably require to secure the vesting and to uphold the rights described in paragraph 2(a), such further assistance to be the subject to one or more separate agreements between the Parties.



### 3. PAYMENT AND TRANSFER OF THE RIGHTS; COSTS

(a) In exchange for the consideration described in Section 1 and Section 2, the Assignee shall pay a one time fee of one hundred thousand United States dollars (100.000USD) to the Assignor immediately after this Agreement is fully executed. Such amount payable is exclusive of any value added tax (VAT), sales tax and any other applicable taxes or duties pertaining to this transaction, all of which are the sole responsibility of the Assignor.

(b) Upon the receipt of the fee set forth in Section 3(a), the Assignor shall as soon as practicable, but not later than five (5) business days from the receipt by the Assignor of ~~the transfer documents~~ mentioned in Section 3.(b)(i) below, to deliver to the Assignee the following:  
/and Section 3 (b) (ii)

(i) All fully executed patent transfer documents provided to the Assignor by the Assignee in a form suitable for filing with the relevant government authorities in each jurisdiction where Patents and Patent Applications have been filed, as the case may be, in each case to record the change of ownership of the Patents and Patent Applications from the Assignor to the Assignee.

(ii) All release documents in a form reasonably satisfactory to the Assignee to evidence and effect as of or prior to the Effective Date the release of any and all encumbrances with respect to Patents and Patent Applications.

(iii) All prosecution files related to Patents and Patent Applications.

(c) Notwithstanding any other provision of this Agreement, the Patents and Patent Applications and other rights granted in Section 1 and Section 2 shall transfer from the Assignor to the Assignee upon Assignee's payment of the fee described in Section 3(a).

### 4. REPRESENTATIONS AND WARRANTIES

(a) The Assignor hereby represents and warrants that:

- a) immediately prior to the assignments provided for in Section 1 above, Assignor was the sole owner of all right, title and interest in the Patents and Patent Applications free and clear of licenses, liens or any other encumbrances;
  - b) the Assignor is the sole applicant of the Patent Applications;
  - c) the Patent Applications are still subsisting;
  - d) Assignor has not been and is not currently a party to any agreement or understanding, whether written or oral, which would in any manner be inconsistent with the assignments or rights provided for or the representations and warranties made in this Agreement; and
  - e) subsequent to this Agreement it shall not enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of or the representations and warranties made in this Agreement.
- (b) The Assignor does not warrant or guarantee the validity of the Patents or that the inventions claimed or described in the Patents or Patent Applications do not infringe any valid and subsisting patent or other rights not held by the Assignor.

## 5. GRANT-BACK

Effective upon the Effective Date, the Assignee hereby grants to the Assignor and its Affiliated Companies ("Licensees") a personal, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty free right and license to use the intellectual property rights relating to the Patents and Patent Applications. The license shall automatically and immediately terminate as to all Licensees upon a change of control of the Assignor. The license of an Affiliated Company shall automatically and immediately terminate as to that Affiliated Company upon a change of control of that Affiliated Company.

For the purposes of this Section 5, the term "Affiliated Company" means an entity (i) which directly or indirectly controls the Assignor; (ii) which is under the same direct or indirect ownership or control as the Assignor; or (iii) which is directly or indirectly owned or controlled by the Assignor. For these purposes, an entity shall be treated as being controlled by another if that other

entity has more than fifty percent (50 %) of the votes in such entity or is able to direct its affairs by means of contract or otherwise. The term "change of control" means the occurrence of an event in which an entity not in control of the Assignor or Affiliated Company on the Effective Date acquires (by merger, acquisition, contract or otherwise) control of the Assignor or Affiliated Company after the Effective Date.

## 6. MISCELLANEOUS

### Entire Agreement

This Agreement contains the entire agreement between the Parties in respect of the Patents and Patent Applications and supersedes any prior written or oral agreement between them relating to them and the Parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in it.

### Severability

In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as is such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

### Amendment and Waiver

This Agreement may only be amended or modified in writing signed by the Party against which enforcement of such amendment or modification is sought. Any term or condition of this Agreement may be waived at any time by the Party or Parties entitled to the benefit thereof, but only by a written noticed signed by the Party or Parties waiving such term or condition.

### Governing Law

This Agreement shall be construed in accordance with and be governed by the laws of Germany, excluding conflict of laws interpretations. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any disputes relating to or arising in connection with this Agreement shall be finally settled in arbitration conducted under the Arbitration Rules of the International Chamber of Commerce (ICC), by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Nuremberg, Germany and the language to be used in such proceedings shall be English. The award shall be final and binding upon the Parties and enforceable in any court of competent jurisdiction. Nothing in this Agreement shall be deemed to limit the right to seek interim injunctive relief or to enforce an arbitration award in any court of law.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement in two (2) identical counterparts, one (1) for each Party.

**Elektrobit Wireless  
Communications Oy**

**Intermec IP Corp.**

Name: *[Signature]*

Title: *Senior VP*

Date: *3.12.2009*

Name: *Robert Diessnack*

Title: *PRESIDENT*

Date: *12/3/09*



*[Handwritten signature]*



# Schedule 1

Docket ID	Short Title	Country	Status	Application No	Application Date	Grant No	Grant Date
04100801WS S/EP/AT	Method and device for suppressing a transmitted signal in a receiver of an RFID write/read unit	Austria	Inactive	05773350.3	24-08-2005	1810210	09-07-2008
04100801WS S/EP/CH	Method and device for suppressing a transmitted signal in a receiver of an RFID write/read unit	Switzerland	Inactive	05773350.3	24-08-2005	1810210	09-07-2008
04100801WS S/EP/DE	Method and device for suppressing a transmitted signal in a receiver of an RFID write/read unit	Germany	Granted	05773350.3	24-08-2005	1810210	09-07-2008
04100801WS S/EP/FI	Method and device for suppressing a transmitted signal in a receiver of an RFID write/read unit	Finland	Inactive	05773350.3	24-08-2005	1810210	09-07-2008
04100801WS S/EP/FR	Method and device for suppressing a transmitted signal in a receiver of an RFID write/read unit	France	Granted	05773350.3	24-08-2005	1810210	09-07-2008
04100801WS S/EP/GB	Method and device for suppressing a transmitted signal in a receiver of an RFID write/read unit	United Kingdom	Granted	05773350.3	24-08-2005	1810210	09-07-2008
04100801WS S/NO	Method and device for suppressing a transmitted signal in a receiver of an RFID write/read unit	Norway	Inactive	20071580	24-08-2005		
04100801WS S/US	Method and device for suppressing a transmitted signal in a receiver of an RFID write/read unit	United States of America	Granted	11/697040	24-08-2005	US7456747	25-11-2008
04100901WS S/EP/AT	Method for the operation of RFID read/write devices	Austria	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/BE	Method for the operation of RFID read/write devices	Belgium	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/CH	Method for the operation of RFID read/write devices	Switzerland	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/DE	Method for the operation of RFID read/write devices	Germany	Granted	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/DK	Method for the operation of RFID read/write devices	Denmark	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/EE	Method for the operation of RFID read/write devices	Estonia	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/ES	Method for the operation of RFID read/write devices	Spain	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/FI	Method for the operation of RFID read/write devices	Finland	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/FR	Method for the operation of RFID read/write devices	France	Granted	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/GB	Method for the operation of RFID read/write devices	United Kingdom	Granted	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/HU	Method for the operation of RFID read/write devices	Hungary	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/IE	Method for the operation of RFID read/write devices	Ireland	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/IT	Method for the operation of RFID read/write devices	Italy	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/NL	Method for the operation of RFID read/write devices	Netherlands	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/PL	Method for the operation of RFID read/write devices	Poland	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/PT	Method for the operation of RFID read/write devices	Portugal	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/EP/RO	Method for the operation of RFID read/write devices	Romania	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007

04100901WS S/EP/SE	Method for the operation of RFID read/write devices	Sweden	Inactive	05761111.3	21-07-2005	EP1719067	21-03-2007
04100901WS S/NO	Method for the operation of RFID read/write devices	Norway	Inactive	20072351	21-07-2005		
04100901WS S/US	Method for the operation of RFID read/write devices	United States of America	Pending	11/582179	21-07-2005		
06041201WS S/EP	High-sensitivity RFID read/write station	EPO	Pending	07720071.5	05-04-2007		
06050401WS S/EP/2	Method for operating an RFID network	EPO	Granted	06775207.1	22-09-2006	EP2016528	26-08-2009
06050401WS S/EP/2/DE	Method for operating an RFID network	Germany	Granted	06775207.1	22-09-2006	EP2016528	26-08-2009
06050401WS S/EP/2/FR	Method for operating an RFID network	France	Granted	06775207.1	22-09-2006	EP2016528	26-08-2009
06050401WS S/EP/2/GB	Method for operating an RFID network	United Kingdom	Granted	06775207.1	22-09-2006	EP2016528	26-08-2009
06050401WS S/US/2	Method for operating an RFID network	United States of America	Pending	12/227010	22-09-2006		
06050401WS S/EP	Method for implementing an RFID network	EPO	Pending	06775206.3	22-09-2006		
06050401WS S/US	Method for implementing an RFID network	United States of America	Pending	12/227006	22-09-2006		
07012901WS S/EP	Suppression of transmission signals	EPO	Pending	07701923.0	08-03-2007		
07012901WS S/US	Suppression of transmission signals	United States of America	Pending	US12/511051	08-03-2007		
07060601WS S/PCT	Self check	PCT	Pending	PCT/CH2007/000623	11-12-2007		
07110601WS S/PCT	RFID Network with distributed intelligence	PCT	Pending	PCT/CH2007/000624	11-12-2007		

*JLH*  
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