

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Koninklijke Philips Electronics N.V.	09/24/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NXP B.V.
<b>Street Address:</b>	High Tech Campus 60,
<b>City:</b>	5656 AG Eindhoven
<b>State/Country:</b>	NETHERLANDS
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11815207
<b>CORRESPONDENCE DATA</b>	
<p><b>Fax Number:</b> (972)628-3616</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p><b>Phone:</b> 972-6283600</p> <p><b>Email:</b> patents@munckcarter.com</p> <p><b>Correspondent Name:</b> Munck Carter, LLP</p> <p><b>Address Line 1:</b> P.O. Box 802432</p> <p><b>Address Line 2:</b> Docket Clerk</p> <p><b>Address Line 4:</b> Dallas, TEXAS 75380</p>	
<b>NAME OF SUBMITTER:</b>	Robert D. McCutcheon
<p><b>Total Attachments: 4</b></p> <p>source=Assignment2#page1.tif</p> <p>source=Assignment2#page2.tif</p> <p>source=Assignment2#page3.tif</p> <p>source=Assignment2#page4.tif</p>	

CH \$40.00 11815207

501169372

**PATENT**  
**REEL: 024348 FRAME: 0833**

## 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, 5261 BA Eindhoven, the Netherlands ("**Royal Philips**");
- and
2. **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;

"**Corresponding Patents**" shall mean any patents to the extent that they cover the same inventions as the Patents listed in the Annex.

#### 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 to transfer the legal title to the Patents listed in the Annex to NXP, including, in particular, the right to claim the priority of the listed Patents for filing of Corresponding Patents in NXP's own name

- (i) subject to Royal Philips and its Associated Companies retaining a license under such listed Patents and any such Corresponding 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 listed Patents or any of the Corresponding 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 listed Patents or any of the Corresponding Patents by way of a perpetual clause; and
- (iv) in the event that (a) any of the listed Patents or any of the Corresponding Patents 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 Royal Philips unless made in writing and signed by a duly authorized representative of Royal Philips.

**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 establish its ownership of any of the Corresponding Patents, effectuate the recordal of the assignment and transfer of the Patents listed in the Annex or effectuate the recordal of the license to Royal Philips and its Associated Companies under such listed Patents or Corresponding 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 registration of the listed Patents and/or the Corresponding Patents in the name of NXP on a jurisdiction by jurisdiction basis, to cause the listed Patents and/or the Corresponding 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 listed Patents and/or the Corresponding 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 listed Patents and/or the Corresponding Patents.

**6. Power of Attorney**

Royal Philips hereby grants 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 or any Corresponding Patents 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 listed Patents and/or the Corresponding 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**

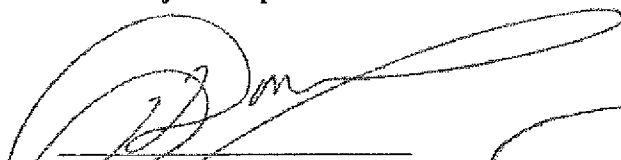
This Deed shall be governed by and construed in accordance with the laws of The Netherlands, regardless of its conflict of law principles. Any dispute between the Parties arising out of or in connection with this Deed, including any question regarding its existence, validity or termination, shall be 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.

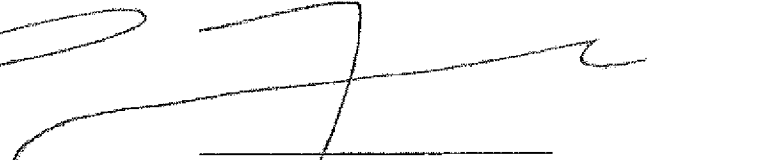
IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorized representatives on \_\_\_\_\_, 2008.

*24 September*

**Koninklijke Philips Electronics N.V.**

**NXP B.V.**

  
\_\_\_\_\_  
Name: **D.M. Damen**  
Title: **Authorized Representative**

  
\_\_\_\_\_  
Name: **J.L. VAN DER VEEN**  
Title: **AUTHORIZED REPRESENTATIVE**

CN050017	200510005067.1	China	31-Jan-05
CN050018	200510005069.0	China	31-Jan-05
CN050033	200510063308.1	China	08-Apr-05
DE050043	05101537.8	European Patent	01-Mar-05
FR040192	04300731.9	European Patent	26-Oct-04
FR050006	05300035.2	European Patent	14-Jan-05
FR050023	05300111.1	European Patent	14-Feb-05
FR050024	05300129.3	European Patent	18-Feb-05
FR050030	05300171.5	European Patent	08-Mar-05
FR050031	05300176.4	European Patent	10-Mar-05
FR050034	05300202.8	European Patent	22-Mar-05
FR050036	05300228.3	European Patent	30-Mar-05
FR050040	05300243.2	European Patent	01-Apr-05
GB050008	00500183.9	United Kingdom	07-Jan-05
GB050009	00500601.0	United Kingdom	13-Jan-05
GB050013	00501403.0	United Kingdom	22-Jan-05
GB050014	05300077.4	European Patent	01-Feb-05
GB050018	05100846.4	European Patent	07-Feb-05
GB050023	05101041.1	European Patent	11-Feb-05
GB050026	05101409.0	European Patent	24-Feb-05
GB050034	05101931.3	European Patent	11-Mar-05
GB050036	05102032.9	European Patent	15-Mar-05
GB050037	05102068.3	European Patent	16-Mar-05
GB050041	05300223.4	European Patent	24-Mar-05
GB050046	05102523.7	European Patent	30-Mar-05
NL050019	05100239.2	European Patent	17-Jan-05
NL050021	05100153.5	European Patent	12-Jan-05
NL050025	05100138.0	European Patent	12-Jan-05
NL050028	05100265.7	European Patent	18-Jan-05
NL050058	05100424.0	European Patent	24-Jan-05
NL050061	05100427.3	European Patent	24-Jan-05
NL050065	05100590.8	European Patent	28-Jan-05
NL050068	05100571.8	European Patent	28-Jan-05
NL050070	05100633.6	European Patent	31-Jan-05
NL050072	05100455.4	European Patent	25-Jan-05
NL050074	05100443.0	European Patent	25-Jan-05
NL050078	05100452.1	European Patent	25-Jan-05
NL050079	05100584.1	European Patent	28-Jan-05
NL050081	05100458.8	European Patent	25-Jan-05
NL050084	05100602.1	European Patent	31-Jan-05
NL050106	05100908.6	European Patent	09-Feb-05
NL050107	05100912.4	European Patent	09-Feb-05
NL050117	05101017.1	European Patent	11-Feb-05
NL050123	05100821.7	European Patent	07-Feb-05
NL050124	05101057.7	European Patent	14-Feb-05
NL050167	05101512.1	European Patent	28-Feb-05
NL050172	05101382.9	European Patent	23-Feb-05
NL050173	05101384.5	European Patent	23-Feb-05
NL050187	05101754.9	European Patent	07-Mar-05
NL050188	05101821.6	European Patent	09-Mar-05
NL050189	05101524.8	European Patent	28-Feb-05
NL050209	05101717.6	European Patent	04-Mar-05
NL050228	05102130.1	European Patent	18-Mar-05
NL050230	05102492.5	European Patent	30-Mar-05
NL050231	05102497.4	European Patent	30-Mar-05
NL050233	05102554.2	European Patent	31-Mar-05
NL050247	05102680.5	European Patent	05-Apr-05
NL050249	05102464.4	European Patent	29-Mar-05
NL050264	05102724.1	European Patent	07-Apr-05
NL050265	05102404.0	European Patent	24-Mar-05
NL050278	05102546.8	European Patent	31-Mar-05
NL050286	05300262.2	European Patent	08-Apr-05
NL050288	05102900.7	European Patent	13-Apr-05
US050064	60/737718	United States of America	17-Nov-05
US050064	60/651105	United States of America	08-Feb-05
US050085	60/858257	United States of America	02-Mar-05
US050086	60/858249	United States of America	02-Mar-05