

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Execution Date
Deutsche Bank Luxembourg S.A.	03/06/2009

**RECEIVING PARTY DATA**

Name:	Visiocorp Patents S.a.r.l.
Street Address:	Le Dome, 2-8 Avenue Charles de Gaulle
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1653

**PROPERTY NUMBERS Total: 44**

Property Type	Number
Patent Number:	5971554
Patent Number:	5774283
Patent Number:	6099153
Patent Number:	6104024
Patent Number:	6139171
Patent Number:	6244714
Patent Number:	6280068
Patent Number:	6299319
Patent Number:	6488382
Patent Number:	6315421
Patent Number:	6443580
Patent Number:	6703925
Patent Number:	6685324
Patent Number:	6609801
Patent Number:	6550924

**OP \$1760.00 5971554**

Patent Number:	6565218
Patent Number:	6499850
Patent Number:	6578973
Patent Number:	6805305
Application Number:	11755054
Patent Number:	6695465
Patent Number:	7226194
Application Number:	10537165
Application Number:	10561352
Application Number:	11130998
Application Number:	10543910
Patent Number:	7114817
Patent Number:	7216996
Patent Number:	6905235
Patent Number:	7108410
Patent Number:	6644838
Patent Number:	6250783
Patent Number:	6517227
Patent Number:	D419935
Patent Number:	6572250
Patent Number:	6981789
Patent Number:	6814476
Patent Number:	7140756
Patent Number:	7008089
Patent Number:	6254242
Patent Number:	7080913
Application Number:	10588326
Application Number:	10589708
Application Number:	11668642

**CORRESPONDENCE DATA**

Fax Number: (248)689-4071

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 248-689-3500

Email: simonelli@reising.com

Correspondent Name: David Simonelli

Address Line 1: 755 W. Big Beaver Road

**PATENT**  
**REEL: 024953 FRAME: 0501**

Address Line 2: Suite 1850  
Address Line 4: Troy, MICHIGAN 48084

ATTORNEY DOCKET NUMBER: 7742.3000.000

NAME OF SUBMITTER: David J. Simonelli

Total Attachments: 8  
source=IP Release Agreement#page1.tif  
source=IP Release Agreement#page2.tif  
source=IP Release Agreement#page3.tif  
source=IP Release Agreement#page4.tif  
source=IP Release Agreement#page5.tif  
source=IP Release Agreement#page6.tif  
source=IP Release Agreement#page7.tif  
source=IP Release Agreement#page8.tif

EXECUTION VERSION

RELEASE AGREEMENT

BETWEEN

**VISIOCORP PATENTS S.À R.L.**  
**(FORMERLY KNOWN AS SCHEFENACKER PATENTS S.À R.L.)**  
as Pledgor

AND

**DEUTSCHE BANK LUXEMBOURG S.A.**  
as Pledgee

Dated March 6, 2009  
in relation to IP pledge agreement dated June 28, 2007

**LOYENS LOEFF**  
**LUXEMBOURG**

**PATENT**  
**REEL: 024953 FRAME: 0503**

**INDEX**

<b>Clause</b>		<b>Page</b>
1.	INTERPRETATION .....	4
2.	RELEASE .....	5
3.	PERFECTION OF THE RELEASE .....	5
4.	SEVERABILITY .....	6
5.	GOVERNING LAW AND JURISDICTION .....	6

This **RELEASE AGREEMENT** (the **Agreement**) is dated March 6, 2009 and is made BETWEEN:

(1) **VISIOCORP PATENTS S.À R.L. (FORMERLY KNOWN AS SCHEFENACKER PATENTS S.À R.L.)**, a private limited liability company (*société à responsabilité limitée*), incorporated under the laws of the Grand-Duchy of Luxembourg, with registered office at L-1653 Luxembourg, 2-8, avenue Charles de Gaulle, Grand-Duchy of Luxembourg, having a share capital of EUR 12,500.- registered with the Luxembourg register of commerce and companies under the number B 124.658 (the **Pledgor**);

AND

(2) **DEUTSCHE BANK LUXEMBOURG S.A.**, acting as security agent for and on behalf of the Finance Parties and acting on the instructions on the Majority Senior Creditors including pursuant to the Instruction Letter (the **Pledgee**).

#### **WHEREAS**

- (A) Pursuant to a senior facility agreement entered into on or about June 28, 2007 (as amended, restated or supplemented from time to time), by and between, amongst others, Schefenacker PLC, acting as borrower (the **Parent**), the Original Borrowers (as defined therein), the Original Lenders (as defined therein), Deutsche Bank AG, London (as sole mandated lead arranger, sole documentation agent and sole bookrunner) and the Pledgee as Facility Agent and Security Agent (the **Senior Facility Agreement**), the Senior Term Lenders (as defined therein) have made available to the Borrower of the Senior Term Facility (as defined therein) a Euro term loan facility in the aggregate principal amount of EUR 140,500,000.- and the Revolving Lenders agree to make available to the Borrowers of the Revolving Facility and any Additional Borrower a multicurrency, revolving credit facility in a maximum aggregate principal amount not exceeding EUR 25,000,000.-.
- (B) In order to secure the Secured Liabilities (as defined therein), the Pledgor has granted to the Pledgee a first priority security interest over the Security Assets (as defined therein) pursuant to the IP Pledge Agreement.
- (C) The Pledgee (in its capacity as Senior Agent), acting on the instructions of the Majority Senior Lenders, has declared all amounts owing under the Senior Facilities Agreement immediately due and payable in accordance with Clause 17.2 (Acceleration) of the Senior Facilities Agreement.
- (D) In connection with such Enforcement Action, the Pledgee (in its capacity as Security Agent), acting on the instructions of the Majority Senior Creditors, has requested that the Parent (acting through its administrator) sells the Released Assets in accordance with its directions.
- (E) The Pledgee (in its capacity as Security Agent), acting on the instructions of the Majority Senior Creditors including pursuant to the Instruction Letter, has agreed to grant a global release deed poll dated on or about the date hereof (the **Global Release PLEDGEE**

(F) In connection with the Global Release Poll, the Parties intend to enter into this Agreement.

**IT IS AGREED as follows:**

## **1. INTERPRETATION**

### **1.1. Recitals**

Recitals (A) to and including (F) above are an integral part of this Agreement.

### **1.2. Interpretation**

(a) In this Agreement, unless the contrary intention appears or the context otherwise requires:

**Collateral means** any and all, present and future:

- (i) Intellectual Property of the Pledgor, including but not limited to the Intellectual Property referred to in Annex 1 (*List of Collateral*) to the IP Pledge Agreement or any other Security Interest Agreement (and including for the avoidance of doubt the Unregistered Collateral and the Pledgor's parts and rights in the Jointly-Owned Collateral).
- (ii) licence fees, interest and other monies payable in respect of all present and future Intellectual Property of the Pledgor and all other rights, benefits and proceeds in respect of or derived from or coming in substitution of all present and future Intellectual Property of the Pledgor; and
- (iii) claims which the Pledgor has or may have under any license agreement relating to the Intellectual Property including, but not limited to any claims against the respective licensee for payments of any kind including royalties, license fees, etc (the **Claims**).
- (iv) after the filing of registration applications with the appropriate IP Offices, any Unregistered Employee Inventions.

**Instruction Letter** means the letter of instruction from the Majority Senior Creditors to the Facility Agent dated on or about the date hereof.

**IP Pledge Agreement** means the IP pledge agreement governed by Luxembourg law dated as of June 28, 2007 and entered into by the Pledgor and the Pledgee in relation to the Collateral.

**Luxembourg** means the Grand Duchy of Luxembourg.

**Pledge** means the security interest over the Collateral created by, and in accordance with, the IP Pledge Agreement.

**Security Interest Agreements** has the meaning ascribed to such term in the IP Pledge

**PATENT**

**REEL: 024953 FRAME: 0506**

Agreement.

- (b) Clause headings are inserted for convenience of reference only and shall be ignored in construing this Agreement.
- (c) A reference to a person in this Agreement includes its successors, transferees and assignees or novated parties.
- (d) This Agreement or any other agreement or document is a reference to this Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be amended, varied, supplement or novated.
- (e) Words importing the singular shall include the plural and vice-versa.
- (f) Capitalised terms defined in the IP Pledge Agreement and the Global Release Poll and used in this Agreement shall have the meaning ascribed to them in the IP Pledge Agreement and the Global Release Poll unless otherwise defined herein.
- (g) In case of any discrepancies between the provisions of this Agreement and the Global Release Poll, the provisions of the Global Release Poll shall prevail.

## **2. RELEASE**

- (a) The Pledgee acting on the instructions on the Majority Senior Creditors including pursuant to the Instruction Letter, hereby unconditionally and irrevocably grants (without recourse, representation or warranty) the Pledgor full release and discharge (i) of the Pledge over the Collateral with effect as of the date hereof; (ii) of the IP Pledge Agreement and any other Security Interest Agreements (if any) and any obligations of the Pledgor arising thereunder are hereby terminated as of the date hereof.
- (b) Each party to this Agreement hereby agrees that, as of and from the day hereof, it has no further or remaining rights or claims against the other party under, and in respect of, the IP Pledge Agreement and any other Security Interest Agreements (if any).
- (c) The releases and terminations set out in this Agreement shall take effect upon receipt by the Pledgee in form and substance satisfactory to the Pledgee (acting on the instructions of the Majority Senior Creditors including pursuant to the Instruction Letter) of the conditions precedent listed in Clause 3 of the Global Release Poll.

## **3. PERFECTION OF THE RELEASE**

The release of the Pledge over the Collateral (including for the avoidance of doubt the Unregistered Collateral) and the release of any other Security Interest Agreement shall be submitted for registration with the appropriate IP Offices and perfected by the Pledgor in accordance with any applicable laws.

Upon reasonable demand of the Pledgor, the Pledgee undertakes to execute any further documents (in each case without recourse, representation or warranty) as may be reasonably necessary (and within its reasonable power and control) for the perfection of the release of the Pledge, each time that the laws governing the IP Office where a Collateral is registered requires mandatorily such document to be executed by the Pledgee in order to perfect the release of the Pledge. For the avoidance of doubt, the



fees, costs, taxes, expenses (including taxes and fees of any IP Offices and expenses of legal advisers and VAT thereon) relating to (i) this Agreement, (ii) any further documents or filings and (iii) the release of the Pledge shall be borne solely by the Pledgor.

**4. SEVERABILITY**

If any provision of this Agreement is or becomes prohibited, unenforceable or void in any jurisdiction, this shall not affect the legality, validity or enforceability of any other provisions hereof nor affect the legality, validity or enforceability of such provision in any other jurisdiction.

**5. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by, and shall be construed in accordance with, Luxembourg law.


Any dispute arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of the district of Luxembourg.

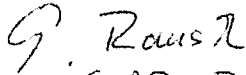
**[Remainder of page intentionally left blank - signatories on the next page]**

IN WITNESS THEREOF the parties hereto have executed this Agreement in two original copies on the day and year first written above.

**Pledgor**

**VISIOCORP PATENTS S.À R.L.**

  
By: STEFAN SOMMER  
Title: MANAGING DIRECTOR

  
G. RAUSCH  
Title: MANAGING DIRECTOR

**Pledgee**

**DEUTSCHE BANK LUXEMBOURG S.A.**

By:  
Title:

**IN WITNESS THEREOF** the parties hereto have executed this Agreement in two original copies on the day and year first written above.

**Pledgor**

**VISIOCORP PATENTS S.À R.L.**

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

**Pledgee**

**DEUTSCHE BANK LUXEMBOURG S.A.**

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

*C. KOCH* | *S. SCHNEIDER*