

## PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Koninklijke Philips Electronics N.V.	03/04/2011
RECEIVING PARTY DATA	
Name:	NXP B.V.
Street Address:	High Tech Campus 60
City:	Eindhoven
State/Country:	NETHERLANDS
Postal Code:	5656
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12083816
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	COZEN O'CONNOR
Address Line 1:	277 Park Avenue
Address Line 4:	New York, NEW YORK 10172
ATTORNEY DOCKET NUMBER:	33901-282PUS-307954
NAME OF SUBMITTER:	/Thomas Langer/
Total Attachments: 4 source=33901-282#page1.tif source=33901-282#page2.tif source=33901-282#page3.tif source=33901-282#page4.tif	

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PATENT

## 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**");
- 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.

#### 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 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 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 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 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 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.

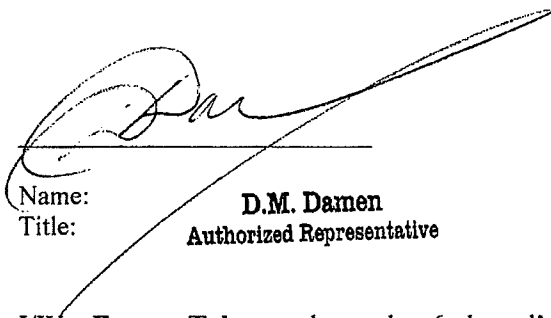
**8. Applicable law and jurisdiction**

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.

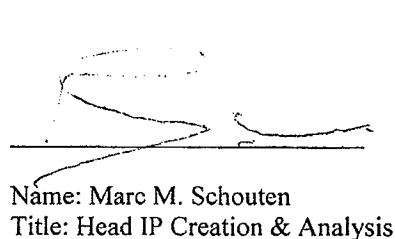
**IN EVIDENCE WHEREOF**, the Parties have caused this Deed to be signed by their duly authorized representatives on 4<sup>th</sup> March 2011.

**Koninklijke Philips Electronics N.V.**

**NXP B.V.**

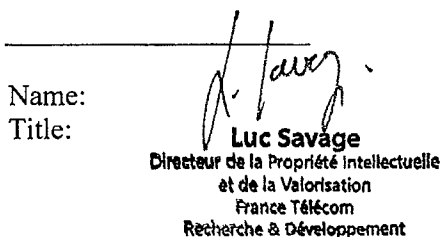


Name: **D.M. Damen**  
Title: **Authorized Representative**



Name: Marc M. Schouten  
Title: Head IP Creation & Analysis

I/We, **France Telecom**, located at 6 place d'Allery, 75015 Paris, France, hereby consent to the assignment, from **Koninklijke Philips Electronics N.V.**, of its shares in the patents and/or patent applications identified in the accompanying annex, to **NXP B.V.**



Name: **Luc Savage**  
Title: **Directeur de la Propriété Intellectuelle  
et de la Valorisation  
France Télécom  
Recherche & Développement**

PH family number	Region	File date	Application no.	Applicant 1	Applicant 2
004160	US	16-10-2006	12/083816	KONINKLIJKE PHILIPS ELECTRONICS N.V.	France Télécom