

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Koninklijke Philips Electronics N.V.</td> <td>09/19/2007</td> </tr> <tr> <td>U.S. Philips Corporation</td> <td>09/19/2007</td> </tr> </tbody> </table>		Name	Execution Date	Koninklijke Philips Electronics N.V.	09/19/2007	U.S. Philips Corporation	09/19/2007
Name	Execution Date						
Koninklijke Philips Electronics N.V.	09/19/2007						
U.S. Philips Corporation	09/19/2007						
RECEIVING PARTY DATA							
Name:	NXP B.V.						
Street Address:	High Tech Campus 60						
City:	Eindhoven						
State/Country:	NETHERLANDS						
Postal Code:	5656 AG						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12496584</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12496584		
Property Type	Number						
Application Number:	12496584						
CORRESPONDENCE DATA							
Fax Number:	4085185671						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	3474431592						
Email:	david.schaeffer@nxp.com						
Correspondent Name:	David L. Schaeffer						
Address Line 1:	411 East Plumeria Drive, MS41						
Address Line 2:	NXP Semiconductors, IP&L						
Address Line 4:	San Jose, CALIFORNIA 95134						
NAME OF SUBMITTER:	David L. Schaeffer						
<p>Total Attachments: 4</p> <p>source=20090262866ParentUSPandKPENVtoNXPAssignment#page1.tif</p> <p>source=20090262866ParentUSPandKPENVtoNXPAssignment#page2.tif</p> <p>source=20090262866ParentUSPandKPENVtoNXPAssignment#page3.tif</p> <p>source=20090262866ParentUSPandKPENVtoNXPAssignment#page4.tif</p>							

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**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**");
2. U.S. Philips Corporation ("**USPC**"), a company incorporated in the United States of America, with an address at 1251 Avenue of the Americas, New York, NY 10020, USA, which is an Associated Company of Royal Philips;

and

3. 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 Royal Philips and NXP, Royal Philips has assigned and agreed to transfer and cause its relevant Associated Companies (including USPC) to transfer the legal title to the Patents listed in the Annex to NXP:

- (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 nor USPC unless made in writing and signed by a duly authorized representative of Royal Philips or USPC respectively.

**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, USPC 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 and USPC hereby grant 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 and USPC 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.

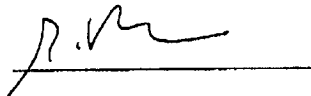
IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorized representatives on Sep 19, 2007.

**Koninklijke Philips Electronics N.V.**

**NXP B.V.**

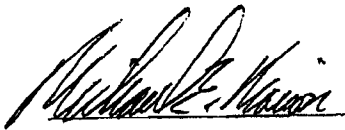


Name: D.H. Dame  
Title: Authorized Representative



Name: Hans Ponnings  
Title: Senior Vice President

**U.S. Philips Corporation**



Name: MICHAEL E. MARLOW  
Title: AUTHORIZED SIGNATORY

PH	Priority date	Filing date	Region	Application no.	Publication no.	Grant no.	Grant date	Applicant1	Applicant2
AT000001	17-Jan-00	12-Jan-01	US	09/759177	2002-0031031-A1			U.S. PHILIPS CORPORATION	
B034367	29-Jul-99	26-Jul-00	US	09/16635				U.S. PHILIPS CORPORATION	
D 096065	31-Jul-98	30-Jul-99	US	09/265212				U.S. PHILIPS CORPORATION	
D 099001	07-Jan-99	24-Dec-98	US	09/823643				U.S. PHILIPS CORPORATION	
D 099098	30-Sep-98	21-Sep-98	US	09/565303				U.S. PHILIPS CORPORATION	
D 099097	30-Sep-98	21-Sep-98	US	09/565301				U.S. PHILIPS CORPORATION	
D 099069	21-Aug-99	17-Aug-00	US	09/655305				U.S. PHILIPS CORPORATION	
D 099107	19-Oct-99	10-Oct-00	US	09/668376				U.S. PHILIPS CORPORATION	
D 099150	08-Jan-00	27-Dec-00	US	09/749142		7180853	13-Mar-07	U.S. PHILIPS CORPORATION	KONINKLIJKE PHILIPS ELECTRONICS N.V.
DE000002	28-Feb-00	28-Feb-01	US	09/786000				U.S. PHILIPS CORPORATION	
DE000035	22-Dec-98	13-Dec-99	US	09/622456				U.S. PHILIPS CORPORATION	
F 099824	21-Mar-00	14-Mar-01	US	09/792227	2002-0188713-A1			U.S. PHILIPS CORPORATION	
FR000026	30-Jan-02	24-Jan-03	US	10/560936	2003-0177187-A1	7200547	03-Apr-07	U.S. PHILIPS CORPORATION	
FR020004	25-May-00	26-Jan-01	US	09/772324	2001-0048746-A1			U.S. PHILIPS CORPORATION	
GB000062	28-Aug-99	24-Aug-00	US	09/830376				U.S. PHILIPS CORPORATION	
J 099016	18-Dec-98	02-Aug-02	US	10/211895	2002-0196886-A1			U.S. PHILIPS CORPORATION	
N 013176	12-Dec-97	08-Dec-98	US	09/640819	2001-0074613-A1			U.S. PHILIPS CORPORATION	
N 016888	20-Feb-98	19-Feb-98	US	09/253078				U.S. PHILIPS CORPORATION	
N 016779	03-Sep-98	03-Sep-98	US	09/813037	2002-0056876-A1	7185597	28-Dec-06	U.S. PHILIPS CORPORATION	
N 017073	17-May-99	17-May-99	US	09/572695				U.S. PHILIPS CORPORATION	
N 017438	19-May-99	17-May-00	US	09/678430				U.S. PHILIPS CORPORATION	
N 017454	27-May-99	25-May-00	US	09/6391818				U.S. PHILIPS CORPORATION	
N 017455	08-Sep-98	08-Sep-98	US	09/890490				U.S. PHILIPS CORPORATION	
N 017609	01-Dec-99	27-Nov-00	US	09/794943				U.S. PHILIPS CORPORATION	
N 017761	28-Feb-00	28-Feb-01	US	10/375729	2001-0020285-A1			U.S. PHILIPS CORPORATION	
NLD00076	22-May-98	27-Feb-03	US	10/382262	2003-0128771-A1			U.S. PHILIPS CORPORATION	
O 098519	21-Jul-98	04-Mar-03	US	09/406650				U.S. PHILIPS CORPORATION	
O 098531	30-Sep-98	27-Sep-98	US	09/487151				U.S. PHILIPS CORPORATION	
O 098540	26-Jan-99	19-Jan-00	US	09/821528		7159243	02-Jan-07	U.S. PHILIPS CORPORATION	U.S. PHILIPS CORPORATION
O 098503	22-Jul-98	21-Jul-00	US	10/242785	2004-0054867-A1			KONINKLIJKE PHILIPS ELECTRONICS N.V.	NXP B.V.
US020000	13-Sep-02	13-Sep-02	US	0747257.3				U.S. PHILIPS CORPORATION	
US040228	21-May-04	20-May-05	EP		1768715-A			U.S. PHILIPS CORPORATION	