

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PANASONIC CORPORATION	02/18/2013
RECEIVING PARTY DATA	
Name:	HARRIS CORPORATION
Street Address:	1025 West NASA Blvd.
City:	Melbourne
State/Country:	FLORIDA
Postal Code:	32919
PROPERTY NUMBERS Total: 47	
Property Type	Number
Patent Number:	6608868
Patent Number:	6748023
Patent Number:	6738430
Patent Number:	7359454
Patent Number:	7492833
Patent Number:	7630455
Patent Number:	7711064
Patent Number:	7873124
Patent Number:	8098772
Application Number:	13324389
Patent Number:	7023933
Patent Number:	7738590
Patent Number:	7953177
Patent Number:	8218680
Application Number:	13486244

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Patent Number:	7724638
Patent Number:	8284650
Application Number:	13606327
Patent Number:	7420915
Patent Number:	7664011
Patent Number:	7280840
Patent Number:	8064945
Patent Number:	7206606
Patent Number:	8285332
Patent Number:	7324481
Patent Number:	7917102
Patent Number:	8260228
Application Number:	13564465
Patent Number:	7864903
Patent Number:	8144799
Application Number:	13399848
Patent Number:	6889041
Patent Number:	7573838
Patent Number:	7953029
Application Number:	13090821
Patent Number:	7903606
Application Number:	13016856
Patent Number:	7986612
Patent Number:	7308052
Patent Number:	7848722
Patent Number:	8140037
Application Number:	13371162
Patent Number:	8064897
Patent Number:	8320356
Patent Number:	7782821
Patent Number:	7978661
Patent Number:	5682376

CORRESPONDENCE DATA

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PATENT
REEL: 029928 FRAME: 0373

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HARPAN (62900)

NAME OF SUBMITTER:

CHRISTOPHER F. REGAN

Total Attachments: 32

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is made by and among Panasonic Corporation ("Panasonic"), a Japanese corporation having its principal place of business at 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan; Harris Corporation ("Harris"), a Delaware corporation having its principal place of business at 1025 West NASA Boulevard, Melbourne, Florida 32919, USA; and Bunsow, De Mory, Smith & Allison LLP ("BDSA"), a limited liability law partnership having its principal place of business at 55 Francisco Street, Suite 600, San Francisco, California 94133, USA (individually, each of the three is a "Party," and collectively, the "Parties").

WHEREAS, Panasonic wishes to assign certain patents to Harris Corporation so Harris will have the ability to, in its full discretion and without any obligation, attempt to license those patents to third parties who are using the technology of the patents; and

WHEREAS, Harris currently owns certain patents related to Wi-Fi technology that Harris may attempt to, in its full discretion and without any obligation, license to third parties in conjunction with the patents assigned from Panasonic pursuant to Harris's standard licensing practices and procedures;

THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the Parties agree as follows:

1. DEFINITIONS

- 1.1. An "Affiliate" of Harris or Panasonic as used in this Agreement means any corporation or other legal entity that as of or after, the Effective Date directly or indirectly is Controlled by Harris or Panasonic.
- 1.2. "Control" for purposes of this definition means the power, whether or not normally exercised, to direct the management and affairs of another corporation or other legal entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise. In the case of a corporation, the direct or indirect ownership of more than fifty percent (50%) of its outstanding voting shares shall in any case be deemed to confer control.
- 1.3. "Assigned Patents" as used in this Agreement refers to (a) the patents and patents applications listed in Exhibit A to this Agreement and (b) any patents or patent applications claiming priority to the patents or patent applications identified in Exhibit A (including any continuations, continuations-in-part, divisionals, renewals, re-examinations, and re-issues of the patents or patent applications identified in Exhibit A).

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1.4. The "Effective Date" is February 1, 2013.

1.5. "Harris Wi-Fi Patents" as used in this agreement refers to (a) the patents and patent applications listed in **Exhibit B** and (b) any patents or patent applications claiming priority to the patents or patent applications identified in **Exhibit B** (including any continuations, continuations-in-part, divisionals, renewals, re-examinations, and re-issues of the patents or patent applications identified in **Exhibit B**).

2. ASSIGNMENT

2.1. Assignment: Panasonic hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Harris all of Panasonic's right, title, and interest in and to all of the Assigned Patents and the inventions claimed therein as of the Effective Date. In addition, Panasonic agrees to and hereby does assign, transfer, and convey to Harris all rights (i) in and to causes of action and enforcement rights for the Assigned Patents, including all rights to pursue damages, injunctive relief and other remedies for past, present, and future infringement of the Assigned Patents and (ii) the right to apply for (or continue prosecution of) U.S. and foreign patents based on applications that are included within, continuations of, claim priority to, or are otherwise related to the Assigned Patents.

2.2. Recordation: Panasonic hereby authorizes Harris to record the assignment of the Assigned Patents in the U.S. Patent and Trademark Office and any foreign patent offices. Panasonic shall as soon as practicable execute and deliver to Harris an assignment in the form of **Exhibit C** attached hereto, and, from time to time after the Effective Date, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Patents to Harris, or the original ownership of the Assigned Patents on the part of Panasonic, to the fullest extent possible. After obtaining the above-identified assignment from Panasonic, Harris shall effect the recordation of the Assigned Patents to Harris as soon as practicable after the Effective Date. Harris shall pay any and all fees necessary for recordation of the assignment of the Assigned Patents.

2.3. Panasonic acknowledgement: In furtherance of this Agreement, Panasonic hereby acknowledges that, from the Effective Date forward, Harris has succeeded to all of Panasonic's right, title, and standing to receive all rights and benefits pertaining to the Assigned Patents, institute and prosecute all suits and proceedings, and take all actions that Harris, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Assigned Patents, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title,

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interest, and benefits, and do all other such acts and things in relation thereto as Harris, in its sole discretion, deems advisable.

- 2.4. Maintenance fees; abandonment: As of the Effective Date, the responsibility to pay all maintenance and other patent office fees and to continue prosecution of the Assigned Patents shall rest with Harris (subject to Panasonic's agreement to pay such patent office fees for the first thirty (30) days after the Effective Date in the first instance and obtain reimbursement from Harris under the terms of section 6.2 of this Agreement). Harris may, at its own discretion, elect to abandon any pending application or issued patent that is part of the Assigned Patents. Should Harris elect to abandon any such application or patent, however, it shall give reasonable notice to Panasonic of its intention to do so at least sixty (60) days before the final deadline for the payment of any maintenance or other fee, or the submission of an office action or other communication to the U.S. Patent and Trademark Office or any foreign patent office, of which the failure to pay or to do would result in abandonment of the application or patent. After receipt of such notice, Panasonic shall promptly notify Harris if it elects to request that Harris reassign the application or patent to Panasonic so that Panasonic may pay the required fee or make the required communication and avoid abandonment of the application or patent. Upon such notice, Harris shall promptly cause the reassignment to take place without charge or cost to Panasonic so that Panasonic may pay the fee or perform the act required to avoid abandonment. However, Panasonic shall pay any and all fees necessary for recordation of the reassignment of the reassigned patent.
- 2.5. Further assignment: Harris has the right to assign any of the Assigned Patents at its discretion to a third party without the consent or permission of Panasonic, provided that, before assigning any of the Assigned Patents to any third party that is not an Affiliate of Harris, Harris shall give Panasonic reasonable notice of its intent to do so, and Harris shall obtain from the assignee a written agreement to be bound by the terms and conditions of this Agreement. Upon receipt of such agreement, Panasonic shall accept the assignee as a substitute for Harris with respect to all rights and obligations of this Agreement, including but not limited to the obligation to share licensing revenues with Panasonic as set out in Article 4 infra. Any attempted assignment of any of the Assigned Patents without express agreement by the assignee to be bound by the terms and conditions of this Agreement will be void and without effect. In addition, any monetary consideration obtained by Harris as a result of assigning any of the Assigned Patents to a third party shall be considered "Net Recovery," as defined in section 4.2 infra, and Harris shall pay to Panasonic the amount set out in and in accordance with the terms of Article 4 infra.

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- 2.6. Pre-existing licenses: Notwithstanding anything to the contrary in this Agreement, Harris and any of its successors or assignees take the Assigned Patents subject to any outstanding licenses or other rights existing in third parties under agreements executed by Panasonic or its Affiliates before the Effective Date of this Agreement. Attached as **Exhibit D** is a list of entities that Panasonic and Harris have agreed are potential licensees of the Assigned Patents. Panasonic represents and warrants that, except for Texas Instruments, none of the entities listed in **Exhibit D** have any pre-existing licenses, rights, or interest in the Assigned Patents as of the Effective Date or had any such licenses, rights, or interest at any time before the Effective Date. Harris represents and warrants that, except for Intel, none of the entities listed in **Exhibit D** or any of the computer manufacturers or smart phone manufacturers listed in **Exhibit E** have any licenses, rights, or interest in the Harris Wi-Fi Patents or other patents owned by Harris or had any such licenses, rights, or interest at any time before the Effective Date. Panasonic and Harris may, by written mutual agreement after consultation with each other, modify **Exhibit D** by adding or removing entities from the list. If and when any such entity is added to **Exhibit D**, Panasonic shall provide a representation to Harris that any such added entity does not have any pre-existing licenses, rights, or interest in the Assigned Patents as of the date the entity is added to **Exhibit D**. Panasonic further represents and warrants that it has not granted any exclusive licenses to any of the Assigned Patents to any entity. The Parties acknowledge that upon assignment of the Assigned Patents to Harris, some or all of the Assigned Patents may become subject to existing license agreements executed by Harris or its Affiliates before the Effective Date of this Agreement.
- 2.7. Non-exclusive license to Panasonic: Harris grants Panasonic and its Affiliates a non-exclusive, worldwide, irrevocable license under the Assigned Patents and for the lives of the Assigned Patents to practice the methods and to make, have made, use, offer to sell, sell, import, export, and develop products therein described and claimed. The rights granted to Panasonic pursuant to this paragraph are non-exclusive with no right to sublicense; notwithstanding the foregoing, however, Harris grants Panasonic and its Affiliates the right to grant non-exclusive sublicenses to the Assigned Patents at Panasonic's discretion and without further consideration to any Japanese-owned and -headquartered integrated circuit manufacturer, including, but not limited to, Canon; provided however, that no entities listed on Exhibit D fall within this subsection of Section 2.7.
- 2.8. License to Harris Wi-Fi patents: Harris grants Panasonic and its Affiliates a non-exclusive, worldwide, irrevocable license under the Harris Wi-Fi Patents and for the lives of the Harris Wi-Fi Patents to practice the methods and to make, have made, use, offer to sell, sell, import, export, and develop products therein described and claimed.

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The rights granted to Panasonic pursuant to this paragraph are non-exclusive with no right to sublicense.

3. LICENSING PLAN

- 3.1. Harris may use or not use the Assigned Patents in any lawful manner, but the expectation of the Parties is that Harris's use of the Assigned Patents may include attempting to license the Assigned Patents to third parties who are using the technology and infringing the claims of the Assigned Patents with the assistance of BDSA. Panasonic understands that Harris may utilize the Assigned Patents in the same manner and practice as it does with its own patents when attempting to license and/or enforce such patents with third parties. Harris may use or not use the Harris Wi-Fi Patents in any lawful manner, but the expectation is that Harris may, at its option, and to the extent Harris deems it appropriate, use any of the Harris Wi-Fi Patents in conjunction with the Assigned Patents in attempting to license third parties who are using the technology and infringing the claims of the Harris Wi-Fi Patents.
- 3.2. Harris may, in its sole discretion, use its business judgment in the strategy of licensing the Assigned Patents. Harris need not seek or obtain Panasonic's permission: (a) to choose potential licensees, (b) to initiate legal action against potential licensees, (c) to negotiate or agree to settlements with potential licensees, (d) to elect not to assert the Assigned Patents or the Harris Wi-Fi Patents against a third party or against any third party or (e) to make any other decision regarding the strategy or tactics of its licensing activities.
- 3.3. Although Harris will maintain control and discretion of all aspects of the licensing of the Assigned Patents, Harris agrees that it shall notify Panasonic a reasonable time before it makes Major Decisions regarding licensing. "Major Decisions" shall mean initiating contact with any potential licensee to offer a license and initiating legal action against a potential licensee; provided however that Harris shall maintain sole discretion to make such decisions. Panasonic, however, has no right to veto or override Harris's business judgment regarding the conduct of Harris's licensing activities, including any decision by Harris to contact or not contact a potential licensee or to initiate or not initiate legal action against any potential licensee. Harris shall provide written reports to Panasonic at a frequency of at least once per quarter and shall provide follow up reports as reasonably requested by Panasonic. Within a reasonable time after receiving a written report, Panasonic may request an oral consultation with Harris to discuss the report. This oral consultation may be done by telephone or an in-person meeting when practical.
- 3.4. Before the Effective Date, Harris and Panasonic consulted regarding the procedure and strategy of future licensing activity and have drafted a licensing plan, which is attached

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as **Exhibit F**. Harris is not bound by this plan, but instead is only bound by its business judgment in its sole discretion, but Harris intends to implement the plan in good faith.

4. CONSIDERATION

- 4.1. In consideration of the assignment of the Assigned Patents to Harris and the legal services provided by BDSA, Harris shall provide payments to Panasonic and BDSA, respectively, as provided in this Article 4.
- 4.2. The Parties shall calculate payments separately for Harris's claims against each licensee of the Assigned Patents and/or Harris Wi-Fi Patents (a "**Third Party Claim**"). "**Net Recovery**" is defined as the value of any settlement amount, award, recovery, or other monetary compensation (collectively "**Compensation**") received by Harris with respect to negotiations or litigation with respect to a Third Party Claim, less actual expenses incurred by BDSA with regard to such negotiations or litigation, including any expert witness fees and litigation out-of-pocket costs paid by BDSA, and less any fees (including reasonable attorneys' fees) and costs associated with Ancillary Proceedings related to the Assigned Patents and Harris Wi-Fi Patents. "**Ancillary Proceedings**" means any of the following U.S. Patent Office procedures instituted by Harris or by a potential licensee with respect to any of the Assigned Patents or Harris Wi-Fi Patents: inter partes reexamination, ex parte reexamination, reissue, correction of claims, interference, or any subsequent appeal of any such procedures, or any substantially similar procedure in a foreign patent office. Actual expenses with respect to a Third Party Claim incurred by BDSA shall be first applied to the \$250,000 advance discussed in the following section 4.3, if such an advance is made, and then reimbursed to BDSA first from any Compensation received from a Third Party Claim.
- 4.3. In the event that Harris elects to initiate legal action pursuant to a Third Party Claim against a potential licensee (or in the event that a potential licensee brings an action for declaratory relief on one or more of the Assigned Patents or Harris Wi-Fi Patents), Harris shall advance BDSA the sum of \$250,000 to be used for disbursement-type costs of suit, including filing fees, expert fees, court reporter fees, and other hard costs and fees associated with the lawsuit. In addition, BDSA may expend up to \$15,000 to fund an expert consultant to conduct certain tests on potentially infringing products to provide further evidence of infringement before the start of the licensing program. This amount will be an actual expense to be reimbursed to BDSA from the first Compensation received. If the first litigation is filed before the Parties receive sufficient Compensation to cover this expense, this amount may alternatively be applied to the first \$250,000 in costs provided to BDSA by Harris for the costs of the first litigation.

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4.4. Payments to BDSA: Upon Harris's receipt of Compensation, it shall pay BDSA a percentage of Net Recovery for its legal services. The following recovery chart governs the percentage of Net Recovery payable to BDSA with respect to a Third Party Claim. The percentages set forth herein are payable to BDSA if a recovery on the Third Party Claim is achieved before or up to the event described.

Event	Up to \$15M	Over \$15M up to \$30M	Over \$30M up to \$50M	Over \$50M
Negotiated license	22%	19%	17%	14%
Filing of Complaint	22%	19%	17%	14%
First Deposition or Document Production	24.5%	22%	19%	17%
<i>Markman</i> Briefing	32%	30%	27%	24%
Commencement of Trial	37%	34%	32%	29%
Appeal or after including retrial	42%	39%	36%	32%

4.5. The "**Harris Net Recovery**" is defined as the Net Recovery less expenses and fees paid to BDSA pursuant to sections 4.3 and 4.4 (e.g., the fee payments to BDSA and payments for expenses incurred in litigation).

4.6. If the Compensation paid to Harris by a third party is made in the form of a lump sum or multiple lump sum payments, the foregoing percentage assigned to BDSA shall be paid by Harris to BDSA within thirty (30) calendar days of Harris' receiving each payment. If the Compensation paid to Harris by a third party is made in the form of running royalties, the foregoing percentage assigned to BDSA shall be paid by Harris to BDSA within thirty (30) days of Harris receiving each royalty payment. If a payment is made in settlement of litigation, such payment shall be made to BDSA in trust for Harris and BDSA shall provide an accounting of such payment to Harris and shall promptly remit payment to Harris accordingly. At the time of the distribution to Harris,

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BDSA shall also be permitted to distribute from trust any reimbursable expenses and contingency fee due to BDSA in accordance with the terms of this Agreement.

- 4.7. Payment to Panasonic: For each Third Party Claim that results in Compensation, Harris shall pay to Panasonic fifty percent (50%) of the Harris Net Recovery, subject only to section 4.8 below. No later than thirty (30) days after Harris receives each payment from a third party, Harris shall provide an accounting of such payment to Panasonic. No later than sixty (60) days after Harris receives each such payment from a third party Harris shall pay fifty percent (50%) of the Harris Net Recovery to Panasonic. If a payment is made by a third party to BDSA in settlement of litigation or for any other reason, Harris shall have thirty (30) days from the date it receives payment from BDSA to provide an accounting to Panasonic and sixty (60) days from the date it receives payment from BDSA to make the required payment to Panasonic under the terms of this Agreement.
- 4.8. Should the Harris Net Recovery for a particular Third Party Claim that is paid as a single lump sum payment, or as a sum certain paid out in more than one installment over time (for example, quarterly or annually), total less than \$2,000,000.00, Harris shall pay to Panasonic sixty percent (60%) of the Harris Net Recovery. In the case of payments for a particular Third Party Claim made as running royalties, or as an initial payment plus running royalties, in which the Harris Net Recovery for the first royalty payment or the initial payment is less than \$2,000,000.00, Harris shall pay to Panasonic sixty percent (60%) of the Harris Net Recovery until such time as the amount of the Harris Net Recovery reaches \$2,000,000.00, at which time Harris shall pay Panasonic fifty percent (50%) of any Harris Net Recovery over the amount of \$2,000,000.00.
- 4.9. Harris and BDSA shall keep detailed and accurate records with respect to the accounting under section 4.2 through 4.8 in order to enable Panasonic to verify that it has received the proper payment due under section 4.7 and 4.8. Harris and BDSA shall retain such records for at least five (5) years from the date of any payment made by Harris to Panasonic under section 4.7 or 4.8. Once annually, Panasonic shall have the right through the use of independent certified accountants to make an examination, during normal business hours, of all such records. Harris shall promptly correct any errors or omissions disclosed by such examination and shall promptly pay amounts determined to be owed, if any. Panasonic shall be responsible for all its costs of any such examination unless such examination reveals an underpayment by Harris of at least five percent (5%) for the audited period. In the event of such underpayment, Harris shall reimburse Panasonic for the cost of the audit.
- 4.10. Costs and legal fees directly related to the Assigned Patents and the Harris Wi-Fi Patents mean (a) costs and legal fees incurred by Harris and/or BDSA in bringing a

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legal action for patent infringement of one or more of the Assigned Patents or the Harris Wi-Fi Patents against a potential licensee pursuant to the licensing plan or future modification of the licensing plan, (b) costs and legal fees incurred by Harris and/or BDSA in any declaratory judgment claim or counterclaim brought by a potential licensee against Harris for a declaration of non-infringement, invalidity, or unenforceability of one or more of the Assigned Patents or the Harris Wi-Fi Patents; and (c) costs and legal fees incurred by Harris and/or BDSA with respect to Ancillary Proceedings involving the Assigned Patents and/or the Harris Wi-Fi Patents, such as reexamination proceedings. BDSA will provide legal services in connection with (a) and (b) on a contingent fee basis, subject to the payment schedule shown in section 4.4. Costs and legal fees stated in (c) shall count as expenses that are deducted in calculating Net Recovery. Panasonic and Harris, however, shall be responsible for their own legal expenses and costs for legal actions not directly related to the Assigned Patents or the Harris Wi-Fi Patents, including, for example, the costs and fees associated with suits, countersuits, claims, or counterclaims against Harris or Panasonic as a result of licensing or litigation activity of Harris with respect to the Assigned Patents, or the Harris Wi-Fi Patents but not involving the Assigned Patents or Harris Wi-Fi Patents.

- 4.11. Notwithstanding the above provisions, Harris may assert the Assigned Patents and/or the Harris Wi-Fi Patents defensively without making the above-described payments to Panasonic or BDSA. A “defensive” assertion of the Assigned Patents and/or the Harris Wi-Fi Patents shall occur when a third party asserts patents against Harris, and when that third party is not on the list of potential licensees provided in the version of **Exhibit D** that is current at the time of the defensive assertion and is not a party to whom Harris had approached to license the Assigned Patents. In such a case, Harris may assert the Assigned Patents or the Harris Wi-Fi Patents without payment to Panasonic or BDSA.
- 4.12. Notwithstanding the above provisions, the above-described payments to Panasonic or BDSA will not be due and owing if (a) the Assigned Patents and/or the Harris Wi-Fi Patents are part of a broader license or cross-license between Harris and an entity that is not a potential licensee included in the then-current version of **Exhibit D**, and (b) the Assigned Patents and the Harris Wi-Fi Patents were not the driver or a key component of the negotiations that led to the broad license or cross-license. For the avoidance of doubt, the Parties acknowledge that, in the situation in which Harris enters into a cross-license with a third party and Harris does not receive a balancing payment or any type of net payment from such third party, no payment is due to Panasonic because there is no Harris Net Recovery.

5. TERM AND TERMINATION

5.1. Harris shall exercise reasonable efforts consistent with its standard licensing practices to license the Assigned Patents and the Harris Wi-Fi Patents. Panasonic, however, understands and acknowledges that Harris will follow its standard licensing practices in licensing the Assigned Patents and Harris Wi-Fi Patents, and that the conduct of Harris's licensing activity, if any, is within the sole discretion of Harris. Panasonic understands and acknowledges that the decision to enter into negotiations with, file suit, or not to file suit against, a potential licensee is at Harris's sole discretion. Unless earlier terminated in accordance with the terms of this Agreement, this Agreement and the rights and obligations granted herein will continue in effect from the Effective Date until expiration of the last to expire of the Assigned Patents and the Harris Wi-Fi Patents.

5.2. Termination of this Agreement shall have the following effects:

5.2.1. Within sixty (60) days after the date of termination, Harris shall re-convey and re-assign the active unexpired Assigned Patents to Panasonic without charge or cost to Panasonic and shall perform whatever acts are required to record those assignments with the appropriate government agencies, including the U.S. Patent and Trademark Office. However, Panasonic shall pay any and all fees necessary for recordation of the reassignment of the reassigned patents.

5.2.2. Within sixty (60) days after the date of termination, Harris shall render a final report and pay all accrued amounts owing under Article 4 to Panasonic and/or BDSA.

5.2.3. Panasonic shall retain the right to conduct a post-termination audit in accordance with section 4.9 hereof, and Harris and BDSA shall retain books and records as required until after such audit and any subsequent dispute arising from such audit.

5.2.4. Panasonic shall grant to Harris and its Affiliates under the Assigned Patents and for the lives of the Assigned Patents a non-exclusive, worldwide, irrevocable license to practice the methods and to make, have made, use, offer to sell, sell, import, export, and develop products therein described and claimed, with no right to grant sublicense, except as necessary in the sale or delivery of product to end users.

5.2.5. The non-exclusive licenses to Panasonic and its Affiliates in section 2.8 regarding the Harris Wi-Fi Patents shall survive termination of this Agreement.

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5.2.6. The confidentiality provisions of this Agreement shall survive termination of this Agreement.

5.2.7. In addition to the foregoing, each Party reserves for itself all other remedies available at law or equity, except those remedies expressly disclaimed in this Agreement.

5.3. Third Year Review: The Parties have a goal of obtaining \$20,000,000.00 in Compensation from licensing the Assigned Patents within three years of the Effective Date (the "Initial Compensation Goal").

5.3.1. If, on the third anniversary of the Effective Date, Harris has not met the Initial Compensation Goal, and if no litigation or Substantial Negotiations are pending in which Harris is asserting the Assigned Patents against a potential licensee, Panasonic may, in its sole discretion, terminate this Agreement by sending written notice of termination to Harris and BDSA on the third anniversary of the Effective Date or at any time between that date and sixty (60) days after that date. Termination is effective as of the date Harris receives the notice of termination. "Substantial Negotiations" shall be considered pending on an anniversary date for the purposes of this Agreement if Harris and/or BDSA have prepared and exchanged claim charts with a potential licensee and have had multiple communications with the potential licensee over the three (3) months prior to the relevant anniversary date.

5.3.2. If, on the third anniversary of the Effective Date, Harris has not met the Initial Compensation Goal, and litigation is pending between Harris and a potential licensee, Panasonic may, in its sole discretion, terminate the Agreement by the method described in section 5.4.1. Notwithstanding the termination by Panasonic, however, Harris shall not have an obligation to re-assign or re-convey to Panasonic any of the Assigned Patents that are involved in the pending litigation until there is a final settlement agreement between Harris and the potential licensee or a final judgment in the litigation and all appeals have been exhausted, and Harris shall continue to have all rights of ownership in such Assigned Patents until that time, including the right to enforce the patents, subject only to the obligation to make any payments due under Article 4 to Panasonic and/or BDSA pursuant to the terms of Article 4.

5.3.3. If, on the third anniversary of the Effective Date, Harris has not met the Initial Compensation Goal, and Substantial Negotiations are pending between Harris and a potential licensee, Panasonic may, in its sole discretion, terminate the Agreement by the method described in section 5.4.1. Notwithstanding the termination by Panasonic, however, Harris shall not have an obligation to re-

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assign or re-convey to Panasonic any of the Assigned Patents that are involved in the Substantial Negotiations until at least the fifth anniversary of the Effective Date. Harris shall continue to have all rights of ownership in such Assigned Patents until at least the fifth anniversary of the Effective Date, including the right to enforce the patents, subject only to the obligation to make any payments due under Article 4 to Panasonic and/or BDSA pursuant to the terms of Article 4.

5.4. Fifth Year Review: If Harris does not reach the Initial Compensation Goal by the third anniversary of the Effective Date, Panasonic may also, at its sole discretion, elect not to terminate the Agreement at that time, but instead review Harris's performance on the fifth anniversary of the Effective Date.

5.4.1. If, on the fifth anniversary of the Effective Date, Harris has not met the Initial Compensation Goal, and no litigation or Substantial Negotiations are pending in which Harris is asserting the Assigned Patents against a potential licensee, Panasonic may, in its sole discretion, terminate this Agreement by sending written notice of termination to Harris and BDSA on the fifth anniversary of the Effective Date or at any time between that date and sixty (60) days after that date. Termination is effective on the date Harris receives the notice of termination.

5.4.2. If, on the fifth anniversary of the Effective Date, Harris has not met the Initial Compensation Goal, and litigation is pending between Harris and a potential licensee, Panasonic may, in its sole discretion, terminate the Agreement by the method described in section 5.5.1. Notwithstanding the termination by Panasonic, however, Harris shall not have an obligation to re-assign or re-convey to Panasonic any of the Assigned Patents that are involved in the pending litigation until there is a final settlement agreement between Harris and the potential licensee or a final judgment in the litigation and all appeals have been exhausted, and Harris shall continue to have all rights of ownership in such Assigned Patents until that time, including the right to enforce the patents, subject only to the obligation to make any payments due under Article 4 to Panasonic and/or BDSA pursuant to the terms of Article 4.

5.4.3. If, on the fifth anniversary of the Effective Date, Harris has not met the Initial Compensation Goal, and Substantial Negotiations are pending between Harris, BDSA, and a potential licensee, Panasonic may, in its sole discretion, terminate the Agreement by the method described in section 5.5.1. Notwithstanding the termination by Panasonic, however, Panasonic shall have the obligation to pay to Harris and BDSA their portion of any Compensation received by Panasonic (as specified in Article 4) within 24 months of the written notice of termination for

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any Assigned Patents that were involved in Substantial Negotiations at the time of the fifth anniversary of the Effective Date.

5.5. **Final Review:** If the Initial Compensation Goal is met, Panasonic shall have the right to a Final Review of Harris's performance under the Agreement. This review shall take place five years after the Initial Compensation Goal Date. The "**Initial Compensation Goal Date**" is the date that Harris meets the Initial Compensation Goal (if Harris meets the Initial Compensation Goal) pursuant to section 5.4 or 5.5, and it will be on either the third anniversary or the fifth anniversary of the Effective Date, depending on when the Initial Compensation Goal is met. No later than sixty (60) days after the Initial Compensation Goal Date, the Parties shall meet and confer to determine a Final Compensation Goal, which in any event will be more than \$20,000,000.

5.5.1. If, on the fifth anniversary of the Initial Compensation Goal Date, Harris has not met the Final Compensation Goal, and if no litigation or Substantial Negotiations are pending in which Harris is asserting the Assigned Patents against a potential licensee on that date, Panasonic may, in its sole discretion, terminate this Agreement by sending written notice of termination to Harris and BDSA on the fifth anniversary of the Initial Compensation Goal Date or at any time between that date and sixty (60) days after that date. Termination is effective as of the date Harris receives the notice of termination.

5.5.2. If, on the fifth anniversary of the Initial Compensation Goal Date, Harris has not met the Final Compensation Goal, and litigation is pending between Harris and a potential licensee, Panasonic may, in its sole discretion, terminate the Agreement by the method described in section 5.6.1. Notwithstanding the termination by Panasonic, however, Harris shall not have an obligation to re-assign or re-convey to Panasonic any of the Assigned Patents that are involved in the pending litigation until there is a final settlement agreement between Harris and the potential licensee or a final judgment in the litigation and all appeals have been exhausted, and Harris shall continue to have all rights of ownership in such Assigned Patents until that time, including the right to enforce the patents, subject only to the obligation to make any payments due under Article 4 to Panasonic and/or BDSA pursuant to the terms of Article 4.

5.5.3. If, on the fifth anniversary of the Initial Compensation Goal Date, Harris has not met the Final Compensation Goal, and Substantial Negotiations are pending between Harris, BDSA, and a potential licensee, Panasonic may, in its sole discretion, terminate the Agreement by the method described in section 5.6.1. Notwithstanding the termination by Panasonic, however, Panasonic shall have the obligation to pay to Harris and BDSA their portion of any Compensation received

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by Panasonic (as specified in Article 4) within 24 months of the written notice of termination for any Assigned Patents that were involved in Substantial Negotiations at the time of the fifth anniversary of the Initial Compensation Goal Date. Alternatively, and at Panasonic's sole discretion, Panasonic may terminate the agreement but may elect to allow Harris to retain all rights of ownership in the Assigned Patents involved in the Substantial Negotiations until such time as Harris obtains a final negotiated agreement or a final settlement agreement with the potential licensee, or a final judgment and all appeals are exhausted. Any Compensation generated through such negotiations, settlement, or litigation shall be shared among Harris, BDSA, and Panasonic as specified in Article 4 supra.

- 5.6. This Agreement shall automatically terminate in the event that Harris seeks or is involuntarily placed under the protection of the bankruptcy code of the United States or any jurisdiction, and the Assigned Patents shall automatically revert to Panasonic's ownership.

6. COOPERATION

- 6.1. Delivery: Within thirty (30) days following the Effective Date, Panasonic shall, to the extent available, send to Harris and BDSA, all material files and documents in the possession of Panasonic or its Affiliates regarding the U.S. and European Assigned Patents including (a) the issued patents and applications that comprise the U.S. and European Assigned Patents, (b) assignments for the U.S. and European Assigned Patents, and (c) prosecution history files for all issued, pending, or abandoned U.S. and European Assigned Patents.
- 6.2. Continued prosecution: In anticipation of the execution of this Agreement, Panasonic has gathered relevant due dates related to prosecution, filing, defense, enforcement, or maintenance of the Assigned Patents that will occur within 60 days of the Effective Date, and the names and contact information for patent counsel that are currently prosecuting or have prosecuted any of the Assigned Patents. Panasonic shall provide this information to Harris no later than the Effective Date, and shall instruct patent counsel that are currently prosecuting or who have prosecuted the Assigned Patents no later than the Effective Date to cooperate with Harris and to send to Harris any records (including the complete prosecution files) related to the Assigned Patents upon Harris's request and at Harris's expense. After the Effective Date, Harris shall have full control of the management of the prosecution of any pending applications among the Assigned Patents. Any maintenance or other patent office fees due for any of the Assigned Patents in any country within the thirty (30) day period following the Effective Date shall be paid by Panasonic, but Harris agrees to reimburse Panasonic for those fees upon receipt of an invoice from Panasonic.

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6.3. Cooperation after the Effective Date: Panasonic further covenants and agrees that within sixty (60) days of the Effective Date, it shall, to the extent reasonably available, and upon request and without further consideration, execute and deliver to Harris any other documents and materials, and take any reasonable further actions (including taking reasonable action to obtain the cooperation of the named inventors), that are reasonably necessary for Harris to perfect its title in the Assigned Patents. In addition, within sixty (60) days of the Effective Date, and upon the request of Harris, Panasonic shall take, or cause to be taken, reasonable actions to provide access to inventors who are employees of Panasonic at the time of the request to the extent they are reasonably available or to provide whatever contact information is reasonably available for inventors who are no longer employees of Panasonic, and relevant documents (including information about whether a particular third party does not have a license under the Assigned Patents) to assist Harris and BDSA in the prosecution, maintenance, defense, or enforcement of the Assigned Patents. Nothing in this paragraph should be construed to be an agreement by Panasonic to waive the protections of the Hague Convention or any other applicable law or treaty regarding the taking of discovery or depositions of witnesses residing in Japan with respect to any subpoenas or other request for discovery or depositions from adverse parties in litigation that involves the Assigned Patents.

7. REPRESENTATIONS AND WARRANTIES

7.1. Panasonic representations and warranties: Panasonic hereby represents and warrants to Harris and BDSA that :

7.1.1. Authority; enforceability: Panasonic has been duly organized, and is validly existing and in good standing under the laws of Japan. Panasonic has the right and authority to enter into this Agreement and to carry out its obligations hereunder and requires no third party consent, approval, and/or other authorization to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized, executed, and delivered by Panasonic and constitutes a valid and binding agreement of Panasonic, enforceable against Panasonic in accordance with its terms.

7.1.2. Title: As of the Effective Date, Panasonic has good and marketable title to the Assigned Patents, including all rights, title, and interest in the Assigned Patents and the right to sue for past, present, and future infringement thereof. Panasonic has obtained and properly recorded previously executed assignments for the Assigned Patents as necessary or desirable to fully perfect its rights and title therein in accordance with or as permitted by the laws of the United States and the laws of other jurisdictions. As of the Effective Date, the Assigned Patents are free

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and clear of all liens, mortgages, security interests, or other encumbrances on title and restrictions on transfer. Panasonic has not received any written notice or written claim challenging the validity of any of the Assigned Patents. The Assigned Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, or judicial proceeding. None of the Assigned Patents is subject to an exclusive grant or right. As of the Effective Date, Panasonic was not subject to any injunction, order, or other decree of any governmental authority related to the Assigned Patents.

- 7.1.3. Licensed Companies: Panasonic is the original assignee of the Assigned Patents. No rights, licenses, covenants not to sue, restrictions on enforcement, or similar rights have been granted by Panasonic or its Affiliates to the companies listed on **Exhibit D** except for Texas Instruments.
- 7.1.4. Standards-setting organizations: Panasonic has complied with the intellectual property rules and regulations of standard-setting organizations Panasonic has been involved in that are relevant to the Assigned Patents and has made any required disclosures of intellectual property rights pertaining to the Assigned Patents under those rules and regulations. No later than the Effective Date, Panasonic shall identify in writing which of the Assigned Patents are subject to obligations to license under fair, reasonable, and non-discriminatory conditions and, for each such patent, the name of the standards-setting organization to which such obligations relate.
- 7.2. Harris representations and warranties: Harris hereby represents and warrants that it has been duly organized, and is validly existing and in good standing under the laws of the state of Delaware. Harris has the right and authority to enter into this Agreement and to carry out its obligations hereunder and requires no third party consent, approval, and/or other authorization to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized, executed, and delivered by Harris and constitutes a valid and binding agreement of Harris, enforceable against such party in accordance with its terms.
- 7.3. Harris licensed companies: Harris is currently conducting patent litigation against Ruckus Wireless, Inc. the outcome of which may affect Harris's ability to enforce the Assigned Patents and the Harris Wi-Fi Patents against Ruckus. Harris has recently settled a patent litigation with Netgear, Inc., in which Netgear obtained a license to the Harris Wi-Fi Patents. The Parties acknowledge that upon assignment of the Assigned Patents to Harris, some or all of the Assigned Patents may become subject to existing license agreements executed by Harris or its Affiliates before the Effective Date of this Agreement. In that case, neither Panasonic nor BDSA shall be entitled to compensation

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under this Agreement. A list of computer and smart phone manufacturers not subject to pre-existing Harris licensees is found in **Exhibit E**.

- 7.4. Disclaimer of Representations and Warranties: NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT FOR THEIR RESPECTIVE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 7, AND EACH PARTY DISCLIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. MISCELLANEOUS

- 8.1. Applicable law: The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of California, exclusive of its choice of law rules.
- 8.2. Dispute resolution: Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules") and in accordance with the Expedited Procedures in these Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 8.3. TO THE FULL EXTENT PERMITTED BY LAW AND IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL PUNITIVE, MORAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER PURSUANT TO OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION AND FOR THE AVOIDANCE OF DOUBT, NEGLIGENCE OR BREACH OF STATUTORY DUTY), WARRANTY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY EVEN IF THE REMEDIES PROVIDED FOR IN THE AGREEMENT COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE.
- 8.4. Conflict of interest: BDSA is providing legal advice to both Harris and Panasonic in connection with this Agreement and the licensing plan that is associated with it. Harris and Panasonic have both common and adverse legal interests in connection with this representation. BDSA has informed Harris and Panasonic of the adverse legal interests

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and the resulting conflict of interest and have informed them of their right to obtain separate legal counsel. Nevertheless, after being fully informed of the conflict of interest, Harris and Panasonic have both agreed to waive the conflict to allow BDSA to represent both parties in connection with this Agreement, and BDSA has agreed to represent both parties based on the waiver by Panasonic and Harris. In no event, however, will BDSA represent either Panasonic or Harris or their respective affiliates in any litigation between Panasonic and Harris arising out of this Agreement or the licensing program that results from this Agreement.

- 8.5. Confidentiality: All terms and conditions in this Agreement shall be kept in confidence by the Parties, and the Parties shall maintain such obligation of confidentiality for a period of five (5) years after termination of this Agreement except: (a) with the prior written consent of the other Parties; (b) to any governmental body having jurisdiction to require disclosure or to any arbitral body, to the extent required by same; (c) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (d) during the course of litigation, if required by the court, on the condition that the disclosure of such terms and conditions be restricted to outside counsel of other litigating parties; (e) with the prior written consent of the other Parties, not to be unreasonably withheld, to the extent reasonably necessary, to accountants, banks, and financing sources, future providers of capital, investors, potential acquirers, and their advisors solely in connection and compliance with an acquisition or financial transaction and any applicable reporting obligations; or (f) while obtaining legal advice from legal counsel as needed in the normal course of business; provided that, (i) in (b) through (f) above, the parties shall use all commercially reasonable means available to minimize disclosure to third parties, including seeking confidential treatment or a protective order whenever appropriate or available; and (ii) except for permitted disclosures to legal and financial advisors and accountants, the Party whose information is being sought shall provide the other Parties, when reasonable, with at least ten (10) business days' prior written notice of such disclosure.
- 8.6. Entire Agreement: This Agreement reflects the complete understanding of the Parties regarding the subject of the Agreement, and supersedes all prior related negotiations and writings.
- 8.7. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.8. Notices: Any notice under this Agreement shall be effective upon receipt when made in writing and delivered to the other party at the address stated below. Notice by facsimile

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or e-mail is complete upon receipt if an original signature copy is mailed contemporaneously to the other Parties at the address stated below:

If to Panasonic:

Masato Okuguchi
Panasonic Corporation
Intellectual Property Center
8F, OBP Panasonic Tower
2-1-61 Shiromi, Chuo-ku, Osaka City, 540-6208 Japan
+81 50 3587 7326
okuguchi.m@jp.panasonic.com

If to Harris:

Mitch Evander
Vice-President, Chief Intellectual Property Counsel Harris Corporation
321-727-9316
Fax: 321-674-2513
mevander@harris.com

If to BDSA:

Henry Bunsow, Esq.
Bunsow, De Mory, Smith & Allison LLP
55 Francisco Street, Suite 600
San Francisco, CA 94133
+1 415 426 4726
hbunsow@bdiplaw.com

8.9. Severability: To the extent any terms or conditions of this Agreement are held invalid or unenforceable in a jurisdiction, those terms or conditions shall be enforced to the maximum extent possible in that jurisdiction and the remaining terms and conditions shall retain full force and effect in that jurisdiction, so long as the remaining Agreement continues to express the intent of the Parties.

8.10. Successors and assignees: The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, any successors or permitted assigns (by operation of law or otherwise) of the Parties. Neither this Agreement nor any right hereunder shall be assignable by any Party without the consent of the other Parties, which consent may not be unreasonably withheld.

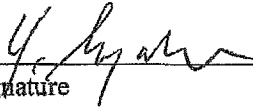
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- 8.11. Modifications: This Agreement may not be modified except by a written amendment that expressly references this Agreement and that is signed by an authorized officer of each Party.
- 8.12. Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original, but each together shall constitute one and the same instrument. For purposes hereof, an e-mail or facsimile copy of this Agreement, including the executed signature pages hereto, shall be deemed to be an original. Notwithstanding the foregoing, the Parties shall deliver original signature copies of this Agreement to each other Party as soon as practicable following execution thereof.
- 8.13. No Use for Weapons: During and after the term of this Agreement, Harris shall not practice the Assigned Patents for Purposes Relating to Weapons. For the purpose of this Agreement, "**Purpose Relating to Weapons**" means the design, development, manufacture, or use of any weapons, including without limitation, nuclear weapons, biological weapons, chemical weapons, and missiles and land mines.

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IN WITNESS WHEREOF, the Parties have executed this Patent Assignment Agreement.

PANASONIC CORPORATION

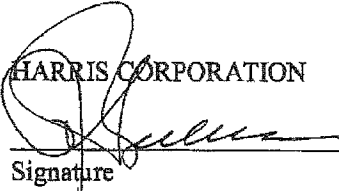

Signature

Yoshiyuki Miyabe
Printed Name

Managing Director, Member of the Board
Title

Jan, 17, 2013
Date

HARRIS CORPORATION



Signature

Kent Buchanan
Printed Name

Chief Technology Officer
Title

1/31/2013
Date

BUNSOW, DE MORY, SMITH & ALLISON
LLP


Signature

Henry Bunsow
Printed Name

Partner
Title

1-31-13
Date

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EXHIBIT A
ASSIGNED PATENTS
U.S. Assigned Patents

Family No.	Application No.	Patent No.	Country	Priority Date	Filing Date	Issue Date	Status
1	09/482892	6608868	US	1/19/1999	1/14/2000	8/19/2003	Patented
	10/427992	6748023	US		5/2/2003	6/8/2004	Patented
	10/445808	6738430	US		5/28/2003	5/18/2004	Patented
	10/781839	7359454	US		2/20/2004	4/15/2008	Patented
	11/831383	7492833	US		7/31/2007	2/17/2009	Patented
	12/140483	7630455	US		6/17/2008	12/8/2009	Patented
	12/345297	7711064	US		12/29/2008	5/4/2010	Patented
	12/724098	7873124	US		3/15/2010	1/18/2011	Patented
	12/971564	8098772	US		12/17/2010	1/17/2012	Patented
	13/324389		US		12/13/2011		Filed
2	09/978662	7023933	US	10/20/2000	10/18/2001	04/04/2006	Patented
	11/336956	7738590	US		01/23/2006	06/15/2010	Patented
	12/757509	7953177	US		4/9/2010	5/31/2011	Patented
	13/093301	8218690	US		4/25/2011	7/10/2012	Patented
	13/486244		US		6/1/2012		Publication
3	10/485115	7724638	US	8/10/2001	2/4/2004	5/25/2010	Patented
	12/767117	8284650	US		4/26/2010	10/9/2012	Patented
4	10/486916	7420915	US		2/23/2004	9/2/2008	Patented
	12/175532	7664011	US		7/18/2008	2/16/2010	Patented
5	10/704653	7280840	US	11/13/2002	11/12/2003	10/9/2007	Patented
	11/835906	8064945	US		8/8/2007	11/22/2011	Patented
6	10/516936	7206606	US	11/26/2002	12/14/2004	04/17/2007	Patented
	11/613245	8285332	US		12/20/2006	10/9/2012	Patented

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Family No.	Application No.	Patent No.	Country	Priority Date	Filing Date	Issue Date	Status
7	10/566682	7324481	US	8/7/2003	03/14/2006	01/29/2008	Patented
	11/937422	7917102	US		11/8/2007	3/29/2011	Patented
	13/023380	8260228	US		02/08/2011	9/4/2012	Patented
	13/564465		US		8/1/2012		Filed
8	10/579745	7864903	US	11/21/2003	6/13/2006	1/4/2011	Patented
	12/917248	8144799	US		11/01/2010	3/27/2012	Patented
	13/399848		US		2/17/2012		Publication
9	10/069375	6889041	US	6/26/2000	2/25/2002	5/3/2005	Patented
	11/049728	7573838	US		2/4/2005	8/11/2009	Patented
	12/495673	7953029	US		6/30/2009	5/31/2011	Patented
	13/090821		US		4/20/2011		Publication
10	10/481451	7903606	US	4/30/2002	12/19/2003	3/8/2011	Patented
	13/016856		US		1/28/2011		Publication
11	12/064610	7986612	US	8/22/2005	2/22/2008	7/26/2011	Patented
12	10/564089	7308052	US	7/31/2003	2/9/2006	12/11/2007	Patented
	11/925720	7848722	US		10/26/2007	12/7/2010	Patented
	12/938076	8140037	US		11/2/2010	3/20/2012	Patented
	13/371162		US		2/10/2012		Publication
13	10/586970	8064897	US	1/29/2004	7/25/2006	11/22/2011	Patented
14	11/912636	8320356	US	4/28/2005	10/25/2007	11/27/2012	Patented
15	11/909404	7782821	US	3/28/2005	9/21/2007	8/24/2010	Patented
	12/839238	7978661	US		7/19/2010	7/12/2011	Patented
16	08/572719	5682376	US	12/20/1994	12/14/1995	10/28/1997	Patented

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Non-U.S. Assigned Patents

Family No.	Application No.	Patent No.	Country	Priority Date	Filing Date	Issue Date	Status
1	101133.2	101133.2	CN	1/19/1999	1/19/2000	10/13/2004	Patented
	200410035135.8	200410035135.8	CN		4/22/2004	9/23/2009	Patented
2	01135804.1	01135804.1	CN	10/20/2000	10/22/2001	04/11/2007	Patented
3	2004-7002000		KR	8/10/2001	2/9/2004		Patented
	2002-206150	4119696	JP		7/15/2002	5/2/2008	Patented
5	200310114954.7	200310114954.7	CN	11/13/2002	11/13/2003	5/9/2012	Patented
	2003-366249	4197482	JP		10/27/2003	10/10/2008	Patented
	2008-129724	4672047	JP		5/16/2008	1/28/2011	Patented
6	200380100621.7	200380100621.7	CN	11/26/2002	01/26/2005	06/09/2010	Patented
	200810182402.2		CN		12/4/2008		Publication
	3775880.2		EP		12/20/2004		Publication
	2003-393123	03844758	JP		11/21/2003	08/25/2006	Patented
7	2006-7002661	929470	KR	8/7/2003	2/7/2006	11/24/2009	Patented
	200480022651.5	200480022651.5	CN		2/7/2006	1/18/2012	Patented
	201110369017.0		CN		11/18/2011		Publication
	130/MUMNP/2006	223741	IN		2/2/2006	9/22/2008	Patented
	1644/MUMNP/2008		IN		8/31/2008		Publication
	4771490.2		EP		1/26/2006		Publication
	2004-071322	4323985	JP		3/12/2004	6/12/2009	Patented
	2005-375390	3809180	JP		12/27/2005	05/26/2006	Patented
	2006-341818	4066442	JP		12/19/2006	1/18/2008	Patented
	2009-106338	5020279	JP		04/24/2009	6/22/2012	Patented
8	200480034010.1	200480034010.1	CN	11/21/2003	05/18/2006	12/08/2010	Patented
	201010297590.0		CN		09/30/2010		Publication
	2005-515629	4490922	JP		06/29/2005	04/09/2010	Patented
	2007-307798	4510870	JP		11/28/2007	05/14/2010	Patented

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Family No.	Application No.	Patent No.	Country	Priority Date	Filing Date	Issue Date	Status
	2009-256436	4879309	JP		11/9/2009	12/9/2011	Patented
9	01801812.2	01801812.2	CN	6/26/2000	2/26/2002	1/19/2005	Patented
	200410087914.2	200410087914.2	CN		10/27/2004	12/5/2007	Patented
	2002-7002447	467386	KR		2/25/2002	1/12/2005	Patented
	IN/2002/00258	207405	IN		2/20/2002	6/8/2007	Patented
	01941208.9	1204292	GB		2/25/2002	11/2/2011	Patented
	01941208.9	1204292	DE		2/25/2002	11/2/2011	Patented
	01941208.9	1204292	FR		2/25/2002	11/2/2011	Patented
	10181258.4		EP		9/28/2010		Publication
	2001-193277	3719956	JP		6/26/2001	9/16/2005	Patented
10	03800718.5	03800718.5	CN	4/30/2002	1/20/2004	6/27/2007	Patented
	200710104236.X	ZL200710104236	CN		5/23/2007	1/12/2011	Patented
	03725589.0	1501199	GB		12/19/2003	2/28/2007	Patented
	03725589.0	1501199	DE		12/19/2003	2/28/2007	Patented
	03725589.0	1501199	FR		12/19/2003	2/28/2007	Patented
	07000527.7	1768265	GB		1/11/2007	6/8/2011	Patented
	07000527.7	1768265	DE		1/11/2007	6/8/2011	Patented
	07000527.7	1768265	FR		1/11/2007	6/8/2011	Patented
	2002-128086	3801526	JP		4/30/2002	5/12/2006	Patented
11	200580051340.6	200580051340.6	CN	8/22/2005	2/19/2008	1/26/2011	Patented
	5772903		EP		2/21/2008		Publication
	2007-531960	4667462	JP		8/22/2005	1/21/2011	Patented
12	200480021297.4		CN	7/31/2003	1/23/2006	9/5/2012	Patented
	201210230022.8		CN		7/4/2012		Publication
	2006-7001841	1054987	KR		1/26/2006	8/1/2011	Patented
	2010-7026023	1055004	KR		11/19/2010	8/1/2011	Patented
	2011-7008737	1133632	KR		4/18/2011	3/29/2012	Patented
	2011-7024162	1161382	KR		10/14/2011	6/25/2012	Patented

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Family No.	Application No.	Patent No.	Country	Priority Date	Filing Date	Issue Date	Status
	2012-7006278		KR		3/9/2012		Publication
	PI0413187-8		BR		1/31/2006		Publication
	0078/MUMNP/2006	219428	IN		1/23/2006	5/6/2008	Patented
	2195/MUMNP/2007		IN		12/24/2007		Publication
	4748270.8		EP		1/16/2006		Publication
	2005-512592	4495676	JP		7/30/2004	4/16/2010	Patented
	2009-235116	4719293	JP		10/9/2009	4/8/2011	Patented
	2010-156826	4872010	JP		7/9/2010	11/25/2011	Patented
13	200580003689.2	200580003689.2	CN	1/29/2004	7/31/2006	9/29/2010	Patented
	2006-7015431	1065156	KR		7/28/2006	9/7/2011	Patented
	PI0507202-6		BR		7/28/2006		Publication
	2005-018149	4418377	JP		1/26/2005	12/4/2009	Patented
14	6732346.9		EP	4/28/2005	10/24/2007		Publication
	200680024236.4		CN		10/26/2007		Publication
	2007-7024710		KR		10/26/2007		Publication
	2007-514754	4926047	JP		4/26/2006	2/17/2012	Patented
15	2007-510493	4881857	JP	3/28/2005	3/27/2006	12/9/2011	Patented
	2007135870	2407172	RU		9/27/2007	12/20/2010	Patented
	6730120		EP		9/25/2007		Publication
16	H07-325996	3539522	JP	12/20/1994	12/14/1995	4/2/2004	Patented
	95119990	719004	GB		12/18/1995	6/22/2011	Patented
	95119990	719004	DE		12/18/1995	6/22/2011	Patented
	95119990	719004	FR		12/18/1995	6/22/2011	Patented
	95119990	719004	NL		12/18/1995	6/22/2011	Patented
	95119990	719004	SE		12/18/1995	6/22/2011	Patented

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EXHIBIT B
HARRIS WI-FI PATENTS

US Pat No. 5,787,177

US Pat No. 5,974,149

US Pat No. 6,189,104

US Pat No. 6,397,336

US Pat No. 6,504,515

US Pat No. 7,916,684

US Pat No. 7,315,588

US Pat No. 6,894,985

US Pat No. 7,573,431

US Pat No. 7,596,184

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EXHIBIT C

PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Panasonic Corporation, a Japanese corporation having its principal place of business at 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan ("Assignor"), hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Harris Corporation, a Delaware corporation having its principal place of business at 1025 West NASA Boulevard, Melbourne, Florida 32919, USA ("Assignee") all of Assignor's right, title, and interest in and to (a) all patents and patent applications listed in Exhibit A, and (b) any patents or patent applications claiming priority to the patents or patent applications listed in Exhibit A (including any continuations, continuations-in-part, divisionals, renewals, re-examinations, and re-issues of the patents or patent applications identified in Exhibit A) (collectively, (a) and (b) are the "Assigned Patents").

In addition, Panasonic agrees to and hereby does assign, transfer, and convey to Harris (i) all rights in and to causes of action and enforcement rights for the Assigned Patents, including all rights to pursue damages, injunctive relief, and other remedies for past, present, and future infringement of the Assigned Patents and (ii) the right to apply for (or continue prosecution of) U.S. and foreign patents based on applications that are included within, continuations of, claim priority to, or are otherwise related to the Assigned Patents.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent that may be granted upon any of the Assigned Patents in the name of the Assignee as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, this assignment of patent rights is executed in Osaka, Japan on February 18, 2013.

PANASONIC CORPORATION

豊田 秀夫

Signature

Hideo Toyoda

Printed Name

Director

Title

EXHIBIT D

List of Potential Licensees

(Small and Middle-Sized Chipmakers)

Ralink Technology Corporation (Subsidiary of Media Tek Inc.)(Taiwan)

Embedded Wireless (Embedded Wireless Devices)

RF Micro Devices, Inc.

Synad Technologies Ltd. (UK) (Acquired by ST-Microelectronics)

ST-Microelectronics

Cambridge Silicon Radio (UK)

RedPine Signals, Inc

Nanoradio AB (Sweden)

Lantronix, Inc.

Quantenna Communications, Inc

Roving Networks, Inc

UNEX Technology Corporation (Taiwan)

Lantiq(Germany)

Realtek Semiconductor Corporation (Taiwan)

(Large Chipmakers)

Texas Instruments

Marvell

Broadcom

Qualcomm

Intel

(WiMAX Chipmakers)

GCT Semiconductor, Inc

Sequans Communications (France)

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EXHIBIT E

LIST OF ENTITIES WITHOUT LICENSES TO HARRIS PATENTS

Computer manufacturers:

HP

Dell

Acer

Apple

Manufacturers of smart phones or tablets:

Blackberry

Apple

Google/Motorola

HTC

Amazon

Microsoft

EXHIBIT F
INITIAL LICENSING PLAN

Licensing Plan¹

Year	2013	2014	2015	2016	2017	2018	2019	2020
Target	Ralink, Realtek	Negotiation	Settlement					
	Others including ST-Microelectronic, Cambridge Silicon Radio and Nanoradio	Litigation	Negotiation	Settlement with the remaining companies				
	Marvell		Negotiation	Litigation	Settlement			
	Broadcom		Negotiation	Litigation		Settlement		
	Qualcomm				Negotiation	Litigation	Settlement	
	Texas Instruments (For TI, Only after 31st, March, 2016)							
	Intel*				Negotiation			Settlement
Captured ratio of market	0	13 %	16%	19%	33%	61%	88%	100%

* To the extent not already licensed under current agreement with Harris.

Licensing Plan for the first target

February 2013

- Identify first target and follow-on targets
- Create claim charts

March-April 2013

- Contact first target
- Attempt to obtain standstill agreement to avoid lawsuit
- If successful at getting standstill agreement, send claim charts to first target

May-July 2013

- Hold initial meeting with first target
- Prepare complaint if target not willing to negotiate or to sign standstill agreement

August 2013

- Follow-up meetings with first target
- Prepare complaint and initiate litigation if negotiations are not progressing satisfactorily with first target
- If agreement has been reached with first target, or if litigation has been going on sufficiently long, contact next targets the same way as first target

¹ Licensing plan subject to modification pursuant to section 3 of this Agreement.