

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2970830

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PULSE TECH APS	04/30/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EPCOS PTE LTD
<b>Street Address:</b>	166 KALLANG WAY
<b>City:</b>	SINGAPOURE
<b>State/Country:</b>	SINGAPORE
<b>Postal Code:</b>	349249
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8649528
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>NAME OF SUBMITTER:</b>	JOHN A. CASTELLANO
<b>SIGNATURE:</b>	/John A. Castellano/
<b>DATE SIGNED:</b>	08/06/2014
<b>Total Attachments: 49</b>	
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GORRISSEN FEDERSPIEL KIERKEGAARD

30 APRIL 2009

Pulse Components ApS  
Pulse MEMS ApS  
Pulse ApS  
Pulse Tech ApS

and

EPCOS AG  
EPCOS PTE LTD

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ASSET TRANSFER AGREEMENT  
REGARDING  
THE TECHNITROL MEMS MICROPHONE ACTIVITIES  
(ASIC AND MEMS)

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Gorrissen Federspiel Kierkegaard  
H.C. Andersens Boulevard 12  
1553 Copenhagen V  
Denmark

PATENT *NPO*  
REEL: 033477 FRAME: 0837

# GORRISSEN FEDERSPIEL KIERKEGAARD

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## List of Schedules:

Schedule 2.1(a)	Tangible Assets.
Schedule 2.1(b)	List of Contracts.
Schedule 2.1(c)	List of License Agreements.
Schedule 2.1(e)	List of Patents.
Schedule 2.1(f)	List of Trademarks.
Schedule 2.1(g)	List of Developments.
Schedule 2.1(i)	List of Software.
Schedule 3.2	Allocation of Purchase Price.
Schedule 4.3	Principles for preparation of the Statement.
Schedule 8.2(b)	Business Information
Schedule 10.1	Transferred Employees.
Schedule 12.2.1	Disclosure Letter.
Schedule 12.2.2	Data Room Documentation
Schedule 18.2	Term Sheet on Lease and Shared Services Agreement.
Schedule 18.3	Patent License Agreement.

# GORRISSEN FEDERSPIEL KIERKEGAARD

This asset transfer agreement (the "**Agreement**") is made on 30 April 2009 between

one the one side

- (1) Pulse Components ApS, CVR no. 25 14 13 50, a company incorporated and registered under the laws of Denmark having its registered address at c/o Microtronic A/S, Byleddet 12, 4000 Roskilde, Denmark;
- (2) Pulse MEMS ApS, CVR no. 25 68 08 63, a company incorporated and registered under the laws of Denmark having its registered address at Byleddet 12-14, 4000 Roskilde, Denmark;
- (3) Pulse ApS CVR no. 10 36 09 86, a company incorporated and registered under the laws of Denmark having its registered address at Byleddet 12-14, 4000 Roskilde, Denmark;
- (4) Pulse Tech ApS CVR no. 21 40 99 79, a company incorporated and registered under the laws of Denmark having its registered address at Byleddet 12-14, 4000 Roskilde, Denmark; and

on the other side

- (5) EPCOS AG, reg. no. HRB 127250, a company incorporated and registered under the laws of Germany having its registered address at St.-Martin-Strasse 53, 81669 Munich, Germany ("**EPCOS AG**");
- (6) EPCOS PTE LTD, reg. no. 199700383 G, a company incorporated and registered under the laws of Singapore having its registered address at 166 Kallang Way, 349249 Singapore, Singapore ("**EPCOS PTE LTD**").

Pulse Components ApS, Pulse MEMS ApS, Pulse ApS and Pulse Tech ApS are referred to as the "**Sellers**" (referring to the Sellers collectively and each of them individually) and/or each a "**Seller**".

EPCOS AG and EPCOS PTE LTD are collectively referred to as the "**Buyers**" and/or each a "**Buyer**".

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The Sellers and the Buyers are collectively referred to as the "**Parties**" and/or each a "**Party**".

Whereas

- (A) the Sellers conduct business with development, production and sale of MEMS microphones (including ASIC and MEMS components) for i.a. portable equipment, such as e.g. for the use in mobile phones, headsets, conferencing systems and notebooks (the "**Business**"); and
- (B) the Sellers have agreed to sell and the Buyers have agreed to take over certain employees and to purchase certain specified assets pertaining to the Business, such that none of the Sellers will any longer engage in the Business after the Closing (except as set out in Clause 18 of the Agreement), on the terms and conditions set forth in this Agreement;

it is hereby agreed as follows:

## **1 Definitions and Interpretation**

1.1 For the purposes of this Agreement and the Schedules to it, the following definitions shall apply:

- "Accountant" has the meaning ascribed to it in Clause 4.5.
- "Acquired Assets" mean the assets listed in Clause 2.1(a) through 2.1(i).
- "Acquired Business" means the Acquired Assets and Assumed Liabilities, cf. Clause 2, and the Transferred Employees, cf. Clause 10.1.
- "Affiliate" means with respect to any Person any other Person controlling, controlled by or under common control ("*søsterselskab*") with such Person, such control being determined in accordance with the term "koncern" in Section 2 (or any similar or amended section) of the Danish Companies Act ("*Aktieselskabsloven*").

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"Agreement"	means this asset transfer agreement including the Schedules and any attachments thereto.
"Assumed Liabilities"	has the meaning ascribed to it in Clause 2.4.
"Business"	has the meaning ascribed to it in Recital (A).
"Business Day"	means a day where banks are generally open for banking business in Denmark and Germany.
"Business Information"	has the meaning ascribed to it in Clause 8.2(b).
"Buyers' Knowledge"	means the actual knowledge of the individuals acting on behalf of the Buyers, who have been directly involved in the transactions contemplated by this Agreement.
"Buyers' Warranties"	mean the representations and warranties set out in Clause 13.
"Closing"	means closing of the matters contemplated by this Agreement as set out in Clause 8.
"Closing Date"	means the date of Closing as determined in accordance with Clause 8.
"Contracts"	have the meaning ascribed to it in Clause 2.1(b).
"Data Room Documentation"	shall mean the documentation included as Schedule 12.2.2.
"Defaulting Party"	has the meaning ascribed to it in Clause 8.7.



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"Developments"	has the meaning ascribed to it in Clause 2.1(g).
"Disclosed"	means with respect to any specific matter or fact relating to the Acquired Business that such matter or fact has been fairly disclosed to the Buyers in a way that would enable a reasonable buyer, given the nature and context of the disclosure, to become aware of the possible implications on the Acquired Business of such matter or fact.
"Draft Statement"	has the meaning ascribed to it in Clause 4.2.
"Final Statement"	has the meaning ascribed to it in Clause 4.10.
"Intellectual Property Rights"	means any and all intellectual property rights, including, but not limited to, developments, inventions, patents, software, computer programmes, designs, trademarks, know-how and trade secrets.
"Interest"	means interest calculated as the Danish official discount rate (in Danish: " <i>Nationalbankens officielle diskonto</i> ") plus 2 % per annum.
"IPR Contracts"	has the meaning ascribed to it in Clause 2.1(h).
"Law"	means any EU, federal, national, state, provincial, local or other law (including case law, administrative practice and applicable legal principles) or regulation in any country or jurisdiction, and regulations and orders issued there under.
"License Agreements"	have the meaning ascribed to it in Clause 2.1(c).
"Loss" or "Losses"	has the meaning ascribed to it in Clause 14.1.1.

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"MIPI Agreement"	has the meaning ascribed to it in Clause 2.1(d).
"Patent License Agreement"	has the meaning ascribed in Clause 18.3, cf. Schedule 18.3.
"Patents"	mean the patents and patent applications pertaining to the Acquired Business as listed in Schedule 2.1(e).
"Person"	means any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust, incorporated or unincorporated organisation, governmental or regulatory body or entity.
"Purchase Price"	has the meaning ascribed to it in Clause 3.1.
"Schedules"	mean the Schedules (with any attachments hereto) to this Agreement.
"Sellers' Group"	means Technitrol Inc. and any of its Affiliates and branches.
"Sellers' Knowledge"	means (A) (i) those officers and directors of the Sellers and other Affiliates of the Sellers who have been directly involved in the transactions contemplated by the Agreement, including Mr. Jacob Philipsen, (ii) the members of the board of director (if any) of the Sellers, and (B) the knowledge which such persons ought to have after due enquiry and diligent investigation of the relevant documents and information in respect of the subject matter of the Sellers' Warranty in question.
"Sellers' Warranties"	mean the representations and warranties set out in Clause 12.
"Signing"	means the signing of this Agreement as set out in Clause 5.

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- "Single Claim" has the meaning ascribed to it in Clause 14.2.1.
- "Software" has the meaning ascribed to it in Clause 2.1(i).
- "Third Party Consents" mean all consents, approvals, authorisations, commitments or waivers from counterparty and other relevant third parties necessary for the transfer, assignment or novation of any Contract and License Agreement – in complete and unchanged form – in favour of the Buyers or for the performance of any contract by the Buyers.
- "Threshold Amount" has the meaning ascribed to it in Clause 14.2.1.
- "Trademarks" has the meaning ascribed to it in Clause 2.1(f).
- "Transferred Employees" have the meaning ascribed to it in Clause 10.1.
- "Working Hours" mean 8:30 a.m. to 4 p.m. on a Business Day.

## 2 Transfer of the Acquired Business

- 2.1 The Acquired Business comprises the Transferred Employees, cf. Clause 10.1, and the following assets, rights and obligations of the Sellers, however, only to the extent such assets, rights and obligations have been explicitly listed below or in the attached schedules:
- (a) Certain tangible assets relating to the Acquired Business (the "**Tangible Assets**") as set out in Schedule 2.1(a);
  - (b) the Sellers' rights and benefits under certain contracts relating to the Acquired Business as set out in Schedule 2.1(b) (the "**Contracts**"), cf. Clause 9; the Sellers shall use their reasonable best efforts to procure that such assignments are made effective and that Third Party Consents are obtained in that respect to the extent such Third Party Consents are required. The Sellers shall in

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particular use their best efforts to ensure that any payments, deliveries, rights, etc. (e.g. up-front payments) already performed by the Sellers are assigned to, and taken over free of charge by, the Buyers.

- (c) the Sellers' rights and benefits under the cross license agreements, license agreements, leasing agreements and service agreements (the "**License Agreements**") as specified in Schedule 2.1(c); the Sellers shall use their reasonable best efforts to procure that such assignments are made effective.
- (d) the Sellers' rights and benefits under the MIPI membership agreement entered into between MIPI Alliance, Inc., and Pulse MEMS ApS (the "**MIPI Agreement**"); the Sellers shall use their reasonable best efforts to procure that such assignment is made effective and that a consent from MIPI is obtained in that respect to the extent such consent is required.
- (e) the patents and patent applications (the "**Patents**") pertaining to the Acquired Business as listed in Schedule 2.1(e) and all other rights in the inventions underlying the patents;
- (f) the names and trademarks (the "**Trademarks**") pertaining to the Acquired Business as listed in Schedule 2.1(f);
- (g) the product developments, product designs, process developments and other know how (the "**Developments**") pertaining to the former and existing developments of the Acquired Business as listed in Schedule 2.1(g);
- (h) the Intellectual Property Rights, if any, acquired by any of the Sellers under the former or existing contracts with Dalsa Semiconductor Inc., MicroFAB Bremen GmbH, X-FAB and Chartered Semiconductor Manufacturing Ltd. / Silicon Manufacturing Partners Pte Ltd. / Chartered Silicon Partners Pte Ltd. or under the Integrated Project Contract with the European Community and others regarding the Micro-Nano Integrated Platform for Transverse Ambient Intelligence Applications Project (MINAmI Pro-

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ject), including the Integrated Projects Consortium Agreement with the other contractors in the MINAmI Project or the Co-Financing agreement between the Danish High Technology Fund, the Company and the MIC Institute on project on closed cavity formation for one-chip MEMS systems, including the Coordination agreement between the MIC Institute and the Company on the project ("**IPR Contracts**")"; and

- (i) the software (the "**Software**") developed within the Acquired Business as listed in Schedule 2.1(i) and other Intellectual Property Rights pertaining to the Acquired Business;

2.2 With effect from and subject to Closing, the Sellers sell, transfer and assign to EPCOS PTE LTD, and EPCOS PTE LTD purchases from the Sellers, on the terms and conditions set forth in this Agreement, the Acquired Assets set out in Clauses 2.1(e), 2.1(g), 2.1(h) and 2.1(i) as per Closing.

2.3 With effect from and subject to Closing, the Sellers sell, transfer and assign to EPCOS AG, and EPCOS AG purchases from the Sellers, on the terms and conditions set forth in this Agreement, the Transferred Employees, cf. Clause 10.1, and the Acquired Assets set out in Clauses 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 2.1(f) as per Closing.

2.4 With effect from the Closing Date EPCOS AG shall assume the following liabilities and obligations relating to the Acquired Business (for the avoidance of doubt, EPCOS AG shall assume all liabilities arising on or after the Closing Date relating to the Acquired Business to the extent such liabilities do not relate to periods of time prior to the Closing Date, cf. also Clause 4.1):

- (a) The liabilities and obligations pertaining to the License Agreements;
- (b) any liability towards the Transferred Employees, cf. Clause 10; and

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(c) all liabilities for adjustment of VAT (in Danish: "*momsreguleringsforpligtelsen*") with respect to the transferred Assets, cf. Clause 16.2.

2.5 The above listed Assumed Liabilities, cf. Clause 2.4, shall be assumed only to the extent stated in this Agreement, and to the extent an amount is stated in this Agreement including the schedules, then only with such amount. Accordingly, the relevant Buyer shall not assume (i) any other actual or potential liability or obligation of the Sellers relating to the Acquired Business or otherwise, including, without limitation, any liability, whether in contract or in tort (including product liability) or otherwise of the Sellers, including any liability with respect to the Acquired Business, to any third parties (including other divisions or Affiliates of the Sellers), which is based upon or arise out of or in connection with (in whole or in part) any actions or omissions or conditions which have occurred or will occur prior to Closing; and (ii) any taxes or duties due or becoming due in respect of any period prior to Closing.

### 3 Purchase Price

3.1 Subject to the terms and conditions of this Agreement the Buyers shall at Closing pay to the Sellers in cash a purchase price of EUR [REDACTED] (Euro [REDACTED]) (the "Purchase Price") for the Acquired Business.

3.2 The Purchase Price shall be attributed to the individual Acquired Assets and the Buyers as set out in Schedule 3.2.

### 4 Statement per Closing

4.1 Until Closing all expenses and income relating to the Acquired Business shall be defrayed/received by the Sellers, whereas expenses and income incurred on the Closing Date and after Closing shall be defrayed/received by the Buyers. The accruals of expenses and income shall be determined in accordance with the principles set out below.

4.2 At Closing the Sellers shall deliver to the Buyers a draft statement of the value at Closing of all accruals, e.g. holiday accruals, cf. Clause 10,

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and the relevant Assumed Liabilities (in Danish: "*refusionsopgørelse*") (the "**Draft Statement**") as per the Closing Date (in Danish: "*skæringsdagen*").

- 4.3 The Draft Statement and the Final Statement, cf. below, shall be prepared in accordance with the accounting principles set forth in this Agreement and in Schedule 4.3. It is agreed between the Parties that no prepayments under the Contracts shall be reimbursed by the Buyers.
- 4.4 The Buyers shall, no later than thirty (30) Business Days after having received the Draft Statement either confirm in writing to the Sellers that the Buyers accept the Draft Statement or state and reasonably substantiate in writing that the Buyers disagree with the Draft Statement. If the Buyers fail to give such notice within the time limit, the Buyers shall be deemed to have accepted the Draft Statement.
- 4.5 Upon such notice, if the Buyers disagree with the Draft Statement and the Parties are unable to settle such disagreement within sixty (60) Business Days after the Sellers have received the Buyers' notice, the disagreement shall be settled finally and with binding effect by an independent state-authorized public accountant (in Danish: "*statsautoriseret revisor*") (the "**Accountant**") appointed by the Danish Institute of State Authorized Public Accountants (in Danish: "*Foreningen af Statsautoriserede Revisorer*") on the basis of the principles set forth in Schedule 4.3, provided, that the subject matter of the disagreement relates to the accounting aspects of the Draft Statement, including the application of the principles set forth in Schedule 4.3.
- 4.6 To the extent the disagreement relates to a legal or contractual issue, including the legal interpretation of this Agreement, the disagreement shall be referred to arbitration in accordance with Clause 27 within sixty (60) Business Days after the Sellers have received the Buyers' notice pursuant to Clause 4.4.
- 4.7 If the disagreement is not referred to the Accountant and/or arbitration, as applicable, within the period stipulated, the Draft Statement

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delivered to the Buyers shall be final and binding upon the Parties subject only to manifest error or changes agreed by the Parties in writing.

- 4.8 The Parties shall each bear half of the remuneration required to be paid to such Accountant and other external costs incurred in connection hereto.
- 4.9 The decision of the Accountant shall be final and binding upon the Parties except for manifest error and shall not be subject to judicial or arbitral review. The Accountant shall have unrestricted access to the books and records of the Acquired Business.
- 4.10 The net balance of the Statement as agreed upon or decided by the Accountant (the "**Final Statement**"), together with Interest accrued thereon from the Closing Date to the date of actual payment, shall be paid by the Sellers or the Buyers, as the case may be, no later than five (5) Business Days after the Statement has become final.

## **5 Signing**

- 5.1 At Signing the Sellers shall deliver to the Buyers:
  - 5.1.1 A copy of a resolution by the board of directors of each of the Sellers authorising the signing of this Agreement and the consummation of the transactions contemplated by this Agreement; and
  - 5.1.2 documentary evidence that the person/persons signing on behalf of each of the Sellers are duly authorised to do so.
- 5.2 At Signing the Buyers shall deliver to the Sellers:
  - 5.2.1 A copy of any relevant corporate decision from the Buyers authorising the signing of this Agreement and the consummation of the transactions contemplated by this Agreement; and
  - 5.2.2 Documentary evidence that the person/persons signing on behalf of the Buyers are duly authorised to do so.



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## **6 Operation of the Acquired Business Pending Closing**

- 6.1 Pending Closing the Sellers shall procure that the Acquired Business is conducted in the ordinary and usual course consistent with past practice. The Sellers will not take any extraordinary or unusual actions regarding the Acquired Business without the prior written consent of the Buyers.
- 6.2 Pending Closing the Buyers shall have access to key personnel of the Acquired Business for ten (10) hours per week within Working Hours in order for the Buyers to plan the transition.

## **7 Conditions precedent**

- 7.1 The obligations of the Sellers to consummate the transactions contemplated by this Agreement shall be subject to the following conditions precedent being satisfied on the Closing Date:
- (a) No litigation, proceeding or action have been instituted against any of the Sellers, seeking to restrain or prohibit the consummation of the transactions contemplated herein; and
  - (b) the Buyers have performed and complied with its obligations under this Agreement at and before Closing, including that the Buyers' Warranties are true and accurate in all material respects as per the Closing Date.
- 7.2 The obligations of the Buyers to consummate the transactions contemplated by this Agreement shall be subject to the following conditions precedent being satisfied on the Closing Date:
- (a) No litigation, proceeding or action have been instituted against any of the Sellers, seeking to restrain or prohibit the consummation of the transactions contemplated herein; and
  - (b) the Sellers have performed and complied with its obligations under this Agreement at and before Closing.

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7.3 Each Party shall, to the extent it is within its control, use its reasonable best efforts to ensure that the conditions precedent in this Clause 7 are satisfied without undue delay.

7.4 The Sellers and the Buyers shall be entitled to waive fulfilment by the other Parties of any of such other Party's obligations at Closing, in whole or in part.

## 8 Closing

8.1 The Closing of the purchase and sale of the Acquired Business contemplated by this Agreement shall take place at the offices of Gorrissen Federspiel Kierkegaard, H.C. Andersens Boulevard 12, DK-1553 Copenhagen V, on 30 April 2009 at 6 p.m. (the "**Closing Date**"), or such other date and place, which the Parties agree on.

8.2 At Closing the Sellers shall deliver the following to the Buyers:

- (a) Documentation required to effect the transfer of the Acquired Assets as contemplated by this Agreement with the effect as of the Closing Date in a form and substance reasonably satisfactory to the Buyers;
- (b) (without keeping any copies thereof) all documents, papers and other information in possession (whether in writing, computerised or in any other format) relating to the Acquired Business (the "**Business Information**"), except a copy of the Business Information listed in Schedule 8.2(b) which the Sellers are required to retain pursuant to applicable law, rule or regulation or by any competent judicial, governmental, supervisory or other regulatory body or if otherwise required to protect their legitimate interests;
- (c) a written statement from the Sellers confirming that Clauses 7.2(a) and 7.2(b) are correct and true as per the Closing Date.

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- (d) a notification prepared by the Sellers to the Danish VAT authorities, cf. Section 8(1) of the Danish Act on VAT, which notification shall be sent by the Buyers after Closing;
- (e) a signed term sheet of the Lease and Shared Services Agreement in the form set out in Schedule 18.1;
- (f) the signed Patent License Agreement in the form set out in Schedule 18.3; and

8.3 At Closing the Buyers shall deliver the following to the Sellers:

- (a) Documentation that an amount corresponding to the Purchase Price has been received by the Sellers at the following bank accounts:

- (i) EUR 5,968,267 to Pulse Components ApS' bank account no. 3001007211, IBAN DK5530003001007211, SWIFT [\*], with Danske Bank, and

- (ii) EUR 441,733 to Dalsa Semiconductor Inc.'s bank account no. 4602-594, IBAN [\*], SWIFT [\*], with Bank of Montreal,

such transfer of funds being payment with discharging effect (in Danish "*frigørende virkning*") of the Purchase Price.

- (b) a signed term sheet of the Lease and Shared Services Agreement in the form set out in Schedule 18.1;
- (c) the signed Patent License Agreement in the form set out in Schedule 18.3; and
- (d) a written statement from the Buyers confirming that Clause 7.1(b) is correct and true as per the Closing Date.

8.4 The Parties shall execute such further documents and take such further action as may be reasonably necessary to give full force and effect to the provisions of this Agreement.

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- 8.5 Neither Party shall be obliged to complete the sale and purchase of the Acquired Business unless the other Party complies in all material respects (i.e. only save purely trivial matters) with each of the requirements of Clauses 8.2 and 8.3 so far as they relate to the other Party.
- 8.6 Each of the actions required to be performed at Closing pursuant to Clauses 8.2 and 8.3 above shall be deemed to have occurred at the same time and none of such actions shall be considered performed until and unless all such actions have been performed or waived by the other Party.
- 8.7 If the obligations of a Party (the "**Defaulting Party**") under Clauses 7.1 or 7.2 and 8.2 or 8.3 (as applicable) are not complied with at Closing or if prior to Closing any fact which would prevent any of the conditions listed in Clause 7.1 or 7.2 from being satisfied on the Closing Date comes to the knowledge of the other Party, such Party may:
- (a) defer Closing (so that the provisions of this Clause 8 shall apply to Closing as so changed) it being agreed, however, that if Closing has not taken place on 31 December 2009 at the latest, the Agreement shall be considered terminated, cf. Clause 8.8; or
  - (b) proceed to Closing as far as practicable (without limiting its rights under this Agreement as a consequence thereof); or
  - (c) after providing the Defaulting Party with written notice setting out a grace period of at least five (5) Business Days for the Defaulting Party to remedy the non-compliance - and the Defaulting Party then failing so to remedy the non-compliance - terminate this Agreement by notice in writing to the Defaulting Party.
- 8.8 If this Agreement is terminated by a Party in accordance with Clause 8.7(c):
- (a) the Defaulting Party shall pay to the other Party on demand a break-up fee of EUR [REDACTED] (Euro [REDACTED]). Upon such payment, the Parties shall have no further claims against each other in respect of this Agreement, except

for claims relating to breach of obligations mentioned under Clause 8.8(b); and

- (b) all obligations of the Parties under this Agreement shall end except for those expressly stated to continue without limit in time and those set out under Clauses 15, 19, 21, 22, 23, 24, 25, 26 and 27.

**9 Contracts and License Agreements**

- 9.1 With effect as from Closing, EPCOS AG shall, subject to all Third Party Consents being obtained, take over all of the Sellers' rights and benefits under the Contracts identified in Schedule 2.1(b).
- 9.2 With effect as from Closing, EPCOS AG shall, subject to all Third Party Consents being obtained, assume all of the Sellers' rights and future obligations under the License Agreements identified in Schedule 2.1(c).

**10 Employees**

- 10.1 With effect from the Closing Date, EPCOS AG shall in accordance with the Danish Act on Transfer of Undertakings (in Danish: "*Lov om lønmodtageres retsstilling ved virksomhedsoverdragelse*"), take over the employees identified in Schedule 10.1 (the "Transferred Employees") (other than any such Transferred Employee who has resigned from his/her employment prior to Closing) on their current effective conditions of employment and EPCOS AG shall assume the Sellers' obligations and liabilities towards such Transferred Employees after Closing.
- 10.2 The Sellers shall notify each Transferred Employee of the transfer of the Acquired Business from the Sellers to the Buyers and of his/her respective status in connection therewith in accordance with applicable Law.
- 10.3 Schedule 10.1 specifies the accrued holiday of the Transferred Employees as well as any additional holidays as per Closing Date. EPCOS AG shall assume the Sellers' holiday allowance obligations (in Danish: "*feriepengeforpligtelser*") in relation to each Transferred Employee. The

amount of such obligations shall be calculated as at the Closing Date and shall be included in the Final Statement, cf. Clause 4.

**11 Assumption of Risk and Insurance**

11.1 The transfer of the Acquired Business contemplated by this Agreement shall become effective on the Closing Date at 00.01 a.m. as from which time the Acquired Business shall be carried on for the full account and risk of the Buyers.

11.2 The Parties acknowledge that prior to Closing, the Acquired Business has had the benefit of insurances taken out and maintained by the Sellers and that such insurances will cease with effect from Closing in respect of the Acquired Business for liabilities arising after Closing. Accordingly, insurance in relation to the Acquired Business on and from Closing shall be the sole responsibility of the Buyers.

**12 Sellers' Warranties**

12.1 The Sellers jointly and severally represent and warrant to the Buyers that each of the statements made by the Sellers in this Clause 12 (collectively "Sellers' Warranties") is true and accurate as at the date of this Agreement (unless otherwise specifically stated in this Clause 12). This Agreement contains the complete and exhaustive warranties regarding the Acquired Business. The Sellers make no other express or implied warranties, and the Buyers agree that they have not relied on any other warranties, statements or representations made by the Sellers or any of the directors, employees or advisers of the Sellers.

12.2 Qualification of Sellers' Warranties

12.2.1 The Sellers' Warranties are only subject to and qualified by all specific matters, facts, information or circumstances Disclosed in (i) the disclosure letter attached as Schedule 12.2.1, (ii) in the other Schedules to this Agreement, (iii) the EPCOS Q&A items in the Data Room (pp. 15 et seq. in the index), and (iv) the Data Room to the extent and in the manner only as described in Clause 12.2.2.

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12.2.2 The Sellers' Warranties are subject to and qualified by the information disclosed in the Data Room Documentation on or before 2 March 2009 (with respect to information requested by EPCOS also information disclosed until 21 April 2009), attached as Schedule 12.2.2, however, only to the following extent:

- Sellers' Warranties pursuant to Clause 12.4 in this Agreement are subject to and qualified by the information disclosed under item 2.12 in the Data Room index,
- Sellers' Warranties pursuant to Clause 12.5 in this Agreement are subject to and qualified by the information disclosed under item 2.7, 2.8, 2.9 and 2.12 in the Data Room index,
- Sellers' Warranties pursuant to Clause 12.6 in this Agreement are subject to and qualified by the information disclosed under item 2.13 in the Data Room index,
- Sellers' Warranties pursuant to Clause 12.7 in this Agreement are subject to and qualified by the information disclosed under item 2.15 in the Data Room index,
- Sellers' Warranties pursuant to Clause 12.8 in this Agreement are subject to and qualified by the information disclosed under item 1.5.2, 2.13 and 4.16.1 in the Data Room index,
- Sellers' Warranties pursuant to Clause 12.9 in this Agreement are subject to and qualified by the information disclosed under item 2.17 in the Data Room index, and
- Sellers' Warranties pursuant to Clause 12.10 in this Agreement are subject to and qualified by the information disclosed under item 2.13.2, 2.16 and 4.16.1 in the Data Room index.

12.2.3 The Parties agree that no other matter, fact or circumstance shall be considered Disclosed or part of the Buyers' Knowledge nor shall it limit any of the Seller's Warranties unless Disclosed in this Agreement. Accordingly, any information provided to the Buyers, which is not Dis-

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closed in the Agreement shall not limit or qualify any of the Seller's Warranties.

## 12.3 Power and Authority

12.3.1 The Sellers have the requisite power and authority to enter into and perform their obligations under this Agreement. This Agreement and any other documents executed by the Sellers, which are to be delivered at Closing will, when entered into and delivered, constitute binding obligations of the Sellers in accordance with their respective terms.

## 12.4 Acquired Assets (excluding Employees)

12.4.1 All material assets relating to the Acquired Business are transferred to the Buyers by this Agreement.

12.4.2 The Sellers are respectively the sole and exclusive owners of all the Acquired Assets of the Acquired Business.

12.4.3 The Sellers have unrestricted title to all the Acquired Assets and such Acquired Assets are, or at the Closing will be, free and clear from all encumbrances and security interests of any kind, including but not limited to any third party rights or licenses.

12.4.4 All the Tangible Assets are in good state of repair and condition, free from any defects and have been maintained in the ordinary course of business, in each case sufficient to enable the Buyers to conduct the Acquired Business as conducted by the Sellers prior to the Closing.

## 12.5 Contracts

12.5.1 The Contracts listed in Schedule 2.1(b) of the Agreement have been entered into in the ordinary course of the Sellers' business.

12.5.2 No party to the Contracts has given notice or indicated to any of the Sellers of its intention to terminate any of the Contracts. None of the Sellers nor, to the Sellers' Knowledge, the other parties to the Contracts are in material breach of its obligations under any of the Contracts.



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- 12.6 License Agreements
- 12.6.1 Schedule 2.1(c) to the Agreement contains a complete and accurate list of all License Agreements relating to the Acquired Business.
- 12.6.2 The License Agreements are assignable according to their written terms disclosed to the Buyers prior to signing of this Agreement and will be assigned from the Sellers to EPCOS AG on the Closing Date. The Sellers have (and after the Closing Date, EPCOS AG will have) proper and effective licenses or grants of authority to use the software, IT infrastructure, AudioAsics A/S patent and other licenses necessary for the Acquired Business.
- 12.6.3 The License Agreements have been disclosed to the Buyers in full and the written terms of the License Agreements are not subject to any undisclosed amendments or other changes by way of an oral understanding, preparatory works or other documents.
- 12.6.4 The Sellers hold a license to any and all intellectual property rights and results generated under the Development Order between Evatronix S.A. and Sonion A/S, including the Evatronix source code, under which the holder of the license is entitled to sublicense the Evatronix source code to Pulse HVT ApS and its Affiliates as provided for in Clause 18.5 of this Agreement.
- 12.7 Employees
- 12.7.1 Schedule 10.1 to the Agreement contains a list of all Transferred Employees and correctly and completely specifies each Transferred Employee's name, occupation, date of employment, salary, accrued holiday and special benefits.
- 12.7.2 None of the Transferred Employees has been dismissed, has resigned or has given written notice to any of the Sellers of an intention to resign.
- 12.7.3 None of the Sellers have entered into any collective bargaining agreements or local bargaining agreements in relation to the Transferred Employees, none of the Transferred Employees are covered by any col-

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lective or local bargaining agreements, and no trade union organisations represent the Transferred Employees.

- 12.7.4 All employment contracts to which the Transferred Employees are party with the Sellers are of a standard nature and, as far as the Transferred Employees are concerned, based on the Salaried Employees' Act ("*Funktionærloven*").
- 12.7.5 None of the Transferred Employees has been granted any rights or privileges other than provided for in the Salaried Employees' Act and the Danish Holidays with Pay Act ("*Ferieloven*").
- 12.7.6 The Transferred Employees have been provided with employment documentation fulfilling in all material respects the requirements of the Act on Certificates of Employment ("*Lov om ansættelsesbeviser*").
- 12.7.7 All general pension schemes, individual pension agreements and pension obligations covering the Transferred Employees are fully funded.
- 12.7.8 The Acquired Business has not been involved in civil employee related proceedings or proceedings involving a labour court, a dismissal board or industrial arbitration with any of the Transferred Employees within the last twelve (12) months from Signing.
- 12.7.9 As of the date hereof, none of the Transferred Employees have made any claim, including an entitlement claim, against the Sellers/the Acquired Business.
- 12.8 Intellectual Property Rights
  - 12.8.1 All Intellectual Property Rights pertaining to the Business are transferred to EPCOS AG and EPCOS PTE LTD respectively, cf. Clauses 2.2 and 2.3, as part of this Agreement.
  - 12.8.2 Schedules 2.1(e) and 2.1(f) to the Agreement contain complete and accurate lists of all Patents and Trademarks pertaining to the Acquired Business and correctly and completely specify inventors (as the case may be), current owners, current registered owners and status in all relevant countries and territories.

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- 12.8.3 The Sellers hold respectively full title to all the Patents listed in Schedule 2.1(e) and the Trademarks listed in Schedule 2.1(f).
- 12.8.4 Neither inventors nor any third parties, including the Transferred Employees, have made any claims in writing to the Sellers or its Affiliates or asserted any rights in writing to the Sellers or its Affiliates in relation to any of the Patents, Trademarks and Developments, and to the Sellers' Knowledge no inventors or other third parties have any basis for making or asserting such claims or rights.
- 12.8.5 The Intellectual Property Rights of the Acquired Business is freely transferable by the Seller and will after Closing continue for use by the Buyers on unchanged terms and conditions.
- 12.8.6 All registrations of the Patents can be updated as required by the Buyers and registered under the name of EPCOS PTE LTD.
- 12.8.7 All registrations of the Trademarks can be updated as required by the Buyers and registered under the name of EPCOS AG.
- 12.8.8 On the request from the Buyers, each Seller will promptly do all such acts and offer all such assistance as reasonably required by the Buyers in order to update any registrations of the Patents and the Trademarks. Such assistance (e.g. time spent) will be free of charge, however each Party will bear its own out-of-pocket costs, such as registration fees, attorney fees, etc.
- 12.8.9 All due renewal, application and other official registry fees and steps required for the maintenance, protection and enforcement of the Intellectual Property Rights owned by the Acquired Business have been paid or taken. Schedule 2.1(e) contains a list of all fees relating to Intellectual Property Rights due in the three (3) months period commencing on the Closing Date.
- 12.8.10 To the Sellers' Knowledge, none of the activities conducted as part of the Acquired Business are infringing or have infringed any intellectual property rights of any third party and no third party is alleging or has

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alleged such infringement vis-à-vis the Sellers or an Affiliate of a Seller.

12.8.11 The Sellers hold title to the computer software and licenses as further specified in Schedule 2.1(i) and such title and licenses can legally be transferred to the Buyers after Closing as per their terms and conditions.

12.9 Permits from Authorities

12.9.1 No permits (in Danish: "tilladelse") from public authorities are required in order to run the Acquired Business.

12.10 Legal Proceedings

12.10.1 None of the Sellers is a party to any legal proceedings, arbitration or complaint which, if rendered adversely to the Sellers, would have influence on the Acquired Business, and to the Sellers' Knowledge no such proceedings are threatening.

12.10.2 The Acquired Business is not subject to any dispute, litigation, judgment, injunction or other arbitral decisions or award, which restricts the ability to continue the Acquired Business as presently conducted.

12.10.3 Provided that the part of the Purchase Price specified in Clause 8.3(a)(ii) is effectively transferred to Dalsa Semiconductors Inc., to the Sellers' Knowledge there are no actual or potential claims from Dalsa Semiconductors Inc. relating to the Acquired Business.

12.11 Accuracy of Information

12.11.1 All information in written or documentary form, which has been given by the Sellers in course of the negotiations leading to this Agreement and the Schedules, is true and accurate in all respects and not misleading. Opinions, expectations and beliefs included in the information are honestly held and have been arrived at on a reasonable basis after due enquiry but the Sellers make no other warranties with respect to such opinions, expectations and beliefs.

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12.11.2 Each of the Sellers have fulfilled its obligations under Danish law to loyally inform the Buyers of all facts material to the Acquired Business, results of operations, assets and liabilities (in Danish: "*Sælgerens loyale oplysningspligt*").

## **13 Buyers' Warranties**

13.1 The Buyers warrant to the Sellers that the Buyers have the corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement and any other documents executed by the Buyers which are to be delivered at Closing will, when executed, constitute binding obligations of the Buyers and will be enforceable against the Buyers in accordance with their respective terms.

13.2 The Buyers make no other representations or warranties to the Sellers in connection with the sale and purchase of the Acquired Business and the Assumed Liabilities other than the Buyers' Warranties made in accordance with this Clause 13.

13.3 As of the date hereof, other than the specific matters or facts Disclosed in accordance with Clause 12.2, the Buyers have no actual knowledge of any issues which would entitle the Buyers to make a claim under this Agreement for breach of Sellers' Warranties.

## **14 Indemnification**

### **14.1 Indemnifiable Losses**

14.1.1 From and after the date of this Agreement, the Sellers covenant and agree to reimburse, indemnify and hold harmless the Buyers, in accordance with Danish Law and subject to the limitations set out below, from, against and in respect of all direct losses – excluding any indirect or consequential losses – (the "**Losses**") incurred by the Buyers resulting from or arising out of any breach of Sellers' Warranties. In no event, however, shall any multiple be used in calculating the Losses.

14.1.2 The Buyers shall without unreasonable delay give notice to the Sellers of the Buyers becoming aware of the event or circumstance that may

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give rise for the Sellers to indemnify the Buyers. The Buyers' notice shall describe the asserted liability in reasonable detail, shall be accompanied by documentation necessary to support the claim and shall indicate the estimated amount of the claim.

14.1.3 The Buyers' right to indemnification pursuant to this Agreement is subject to the general requirements under Danish law on mitigation of losses (in Danish: "*tabsbegrænsningspligt*").

## 14.2 Limitations on Indemnification Obligations

14.2.1 The Sellers shall have no obligation to indemnify the Buyers in respect of any individual claim by the Buyers for breach of Sellers' Warranties, unless and until such individual claim (the "**Single Claim**") is in excess of EUR 25,000 (the "**Threshold Amount**") in which case the full amount – and not only the amount in excess of the Threshold Amount – shall be indemnified by the Sellers.

14.2.2 The Sellers' obligation to indemnify the Buyers for breach of the Sellers' Warranties shall in no event exceed 70 % of the Purchase Price.

## 14.3 Time Limitations

14.3.1 The Sellers' obligation to indemnify the Buyers for any Loss under this Clause 14 shall expire if a claim for breach of Sellers' Warranties has not been notified to the Sellers within three (3) years after the Closing Date, except that any claim for breach of Clauses 12.3, 12.4.1, 12.4.2, 12.6 and 12.8.3 of Sellers' Warranties shall survive indefinitely.

14.3.2 A claim under this Clause 14 shall be deemed to have been waived or withdrawn by the Buyers six (6) months after the Sellers have rejected the claim in writing, unless the Buyers have initiated arbitration proceedings in accordance with Clause 27.

## 14.4 Third Party Claims

14.4.1 In case of any claim or suit by a third party or by any governmental body, or any legal, administrative or arbitration proceeding, in each case which may give rise to a Loss to the Buyers which the Sellers may

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be liable to indemnify in accordance with this Clause 14, the Sellers shall be entitled to participate in the defence or negotiation thereof, and, to the extent the Sellers accept liability to fully indemnify the Buyers for the Loss resulting there from, to assume the defence and/or negotiation thereof with legal counsel satisfactory to the Buyers. The Buyers and the Sellers will take all action reasonably necessary to ensure the proper and adequate defence of any such claim, suit or proceeding and the Buyers and the Sellers shall cooperate in such defence. The Buyers will not enter into any settlement of any claim which might give rise to liability of the Sellers under its indemnification obligations in this Clause 14 without the prior written consent of the Sellers.

## 14.5 Exclusive remedies

14.5.1 The Parties agree that that the remedies specified in this Clause 14 are the Parties' exclusive remedies in the event of a claim. In particular, the Buyers waive the right to rescind the Agreement (in Danish: "*hæve aftalen*") and to claim a proportionate reduction of the Purchase Price (in Danish: "*forholdsmæssigt afslag i købesummen*"). In particular, the Sellers waive the right of remedy (in Danish: "*afhjælpringsret*").

## 14.6 Wilful Misconduct and Gross Negligence

None of the limitations on the Sellers' indemnification obligations contained in this Clause 14 shall apply in the case of Sellers' wilful misconduct or gross negligence. In such case, the Sellers shall be obliged to indemnify the Buyers' Loss and for the avoidance of doubt the Buyers shall have any and all remedies available to it under Danish Law.

## 15 Specific Indemnification

15.1 The Sellers hereby agree to indemnify the Buyers' Loss on a EUR for EUR basis (without such indemnification being subject to any limitations set forth in this Agreement nor to any other undertakings or covenants of the Sellers under this Agreement) for any and all losses claims, expenses and damages, that arise directly or indirectly, including but not limited to all reasonable legal fees to outside counsel and

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all related reasonable fees and other reasonable out-of-pocket costs in relation to the following matters:

- (a) the transaction bonus and severance payment of any employee belonging to the Acquired Business committed by any of the Sellers or its Affiliates prior to the Closing Date,
- (b) the stay-on bonus of any employee belonging to the Acquired Business committed by any of the Sellers or its Affiliates prior to the Closing Date,
- (c) any claims of compensation pursuant to the Danish Act on Employment Certificates with respect to employment contracts entered into by any of the Sellers,
- (d) any claims of whatever nature from employees of the Sellers other than the Transferred Employees and which relate to the transaction contemplated by this Agreement or their employment,
- (e) any claims of compensation from microFAB Bremen GmbH related to the dispute described in the Disclosure Letter, cf. Schedule 12.2.1.

15.2 Clause 14.4.1 shall apply mutatis mutandis to any claims raised against the Buyers which the Sellers may be liable to indemnify in accordance with Clause 15.1.

## **16 VAT**

16.1 The Purchase Price is stated exclusive of VAT. If the transactions contemplated by this Agreements are subject to VAT or any similar sales or transfer tax, duty or stamp, such VAT, tax, duty or stamp shall be borne by the Buyers and shall be added to the Purchase Price. The Buyers shall indemnify and hold harmless the Sellers for any and all claims arising from such VAT, tax, duty or stamp relating to the transactions contemplated by this Agreement.



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- 16.2 Within 8 Business Days after the Closing Date, EPCOS AG shall notify to the relevant tax authorities (using applicable forms) that EPCOS AG has assumed the liability for VAT adjustments, cf. Clause 2.4(c).

## **17 Restrictive Covenants**

- 17.1 The Sellers undertake in favour of the Buyers that for a period of three (3) years after the Closing Date shall neither the Sellers nor any other member of the Sellers' Group carry out any commercial activity, directly or indirectly through enterprises, companies or other legal entities controlled by the Sellers or another member of the Sellers' Group, or through financing, consulting or in any other way, anywhere in the world, which competes with the activities of the Acquired Business at the Closing Date.
- 17.2 The Sellers undertake that for a period of six (6) months after the Closing Date neither the Sellers nor any other member of the Sellers' Group shall solicit any of the Transferred Employees or in any way cause or encourage such Transferred Employees to leave the Buyers or Buyers' Affiliates. Employment, which occurs on the basis of non-solicited applications, after public announcement, shall not be considered a violation of this Clause 17.2.
- 17.3 The Parties agree that no action or activity of the Sellers, which is made in accordance with this Agreement, including the Patent License Agreement, cf. further, Clause 18.3, and the license provided under Clause 18.4, shall be deemed as competing with the Acquired Business.
- 17.4 In case of any violation of Clause 17.1 or 17.2 above, the Sellers shall be liable to pay liquidated damages to the Buyers of EUR 150,000 for each violation. Where the violation continues or consists of the setting up and maintenance of a certain state of affairs, including operation of a competing business, a violation shall be deemed to exist for each month or fraction thereof such violation occurs and shall make the Sellers liable to pay further damages calculated as EUR 150,000 per month. The payment of liquidated damages shall not cure the breach by the Sellers nor shall it prevent the Buyers from initiating, or limit

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the Buyers' rights to initiate, legal action in respect of any Losses incurred by the Buyers in excess of the liquidated damages paid.

## **18 Provisional Services**

- 18.1 The Sellers shall ensure and assist the Buyers in connection with the re-registration of the assigned Patents under the name of EPCOS PTE LTD with the relevant patent authorities within six (6) months after Closing.
- 18.2 During a transition period of six (6) months counted from the Closing Date, Pulse MEMS ApS shall to a reasonable and limited extent, in any event not more than 25 % of the weekly Working Hours (i.e. 25 % of 37½ Working Hours), be entitled to use the Transferred Employees situated in Roskilde and the relevant Tangible Assets (as per the date of Signing of this Agreement) in order to fulfil the existing design-in positions (including, but not limited to, Nokia TC100E and FoxLink TC200A) towards Nokia, Foxlink and subcontractors of Nokia (the "**Current Customers**"). Pulse MEMS ApS shall use its best efforts to keep the number of man hours requested significantly below the 25 % of the weekly Working Hours. Pulse MEMS ApS shall use its best efforts to provide sufficient notice to EPCOS AG of the expected need for use of the Transferred Employees. The specific Working Hours shall in any event be agreed between Pulse MEMS ApS and EPCOS AG. In the said period the Buyers shall be entitled to continue its operation of the Acquired Business by using the current office locations situated in Roskilde. The terms and conditions of the provided services are set out in the Lease and Shared Services Agreement attached as Schedule 18.2.
- 18.3 Subject to Closing the Parties will enter into the Patent License Agreement attached as Schedule 18.3.
- 18.4 Subject to Closing, and for a period of eighteen (18) months counted from the Closing Date, the Buyers hereby grant to the Sellers a non-exclusive, non-sublicensable, non-transferable and royalty-free license to the Intellectual Property Rights pertaining to the Acquired Business to the extent allowed under the terms of such Intellectual Property

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Rights. However, this Clause does not prevent the Sellers from sublicensing the license under this Clause 18.4 to Affiliates of the Sellers. The license under this Clause 18.4 is limited to the specific purpose of fulfilling the existing contracts with the Current Customers, i.e. to fulfil the existing design-in positions towards Nokia and Foxlink. Furthermore, the Sellers or their Affiliates shall be entitled to sell existing inventory to Fu Gang Electronics, Tandberg, Hapro, Squarehead, Flextronics, Intel, CST Electronics Co Ltd HK, Celestica, Funai, GN Netcom, Honeywell, Sienna Corporation, ST-Ericsson and Eldis Tech Ltd after prior written approval of EPCOS AG, such approval not to be unreasonably withheld.

- 18.5 Subject to Closing, and as long as and provided that EPCOS AG holds the right to grant the following license under the Evatronix source code, cf. Clause 12.6.4, the Buyers hereby grant back to Pulse HVT ApS and its Affiliates a non-exclusive, non-sublicensable, non-transferable, world-wide, fully paid-up license to the Evatronix source code for the design, manufacture, sale and application of non-MEMS acoustic transducers, where "non-MEMS acoustic transducers" shall mean transducers not using MEMS technology for acoustical-to-electrical signal conversion. Only in the event of a sale of the business run by Pulse HVT ApS may the license to the Evatronix source code be transferred to a third party irrespective of what is stated in the first sentence of this Clause 18.5.

## **19 Business Information**

- 19.1 At any time after Closing, the Buyers may request that the Sellers promptly deliver to the Buyers any Business Information not delivered in accordance with Clause 8.2 above. Further, the Buyers may for a period of five (5) years following Closing and upon giving reasonable notice to the Sellers inspect and copy such other documents of the Sellers related to the Acquired Business in order for the Buyers to fulfil any obligations provided for in applicable Law.
- 19.2 EPCOS AG undertakes to maintain complete records of the Business Information delivered for a period of five (5) years following Closing, and,

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upon reasonable prior written notice, to allow the Sellers to inspect such documents in order for the Sellers to fulfil any obligations of the Sellers provided for in applicable law.

## **20 Announcements**

20.1 The Parties shall agree on the form of, time for and content of the information to be given to:

- (a) the Transferred Employees; and
- (b) the customers, suppliers and other business connections of the Acquired Business

concerning this Agreement and the transactions contemplated hereby. Either Party may, after consultation with the other Party, make an announcement concerning this Agreement and the transactions, if required by (i) Law, (ii) stock exchange regulations, or (iii) any regulatory or governmental body to which that Party or any parent company of such Party is subject or submits, wherever situated and whether or not the requirement has the force of Law.

## **21 Amendments and Waivers**

21.1 This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by written instrument signed by the Parties or, in the case of a waiver, by the Party waiving its rights under this Agreement.

## **22 Assignment**

22.1 This Agreement, and any rights or obligations hereunder, is not assignable by either of the Parties. However, the Parties may assign any of its rights and/or obligations to an Affiliate, provided that the Party shall remain jointly and severally liable as a primary obligor with such entity for any and all obligations so assigned.

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## 23 Confidentiality

- 23.1 The Sellers and the Buyers shall treat as confidential all information obtained as a result of entering into or performing this Agreement, which relates to: (a) the provisions of this Agreement; (b) the negotiations relating to this Agreement; (c) the subject-matter of this Agreement; (d) the other Party and, (e) as far as the Sellers are concerned, information on the Acquired Business, and the Parties shall abstain from using and from disclosing any such information to any third party.
- 23.2 Notwithstanding the other provisions of this Clause 23, each of the Parties may disclose confidential information:
- (a) if and to the extent required by Law or for the purpose of any judicial proceedings (in which case such Party will to the extent practically possible consult with the Sellers or the Buyers, as the case may be);
  - (b) if and to the extent required by any securities exchange or regulatory or governmental body to which that Party or any parent company of such Party is subject or submits, wherever situated, whether or not the requirement for information has the force of Law (in which case such Party will to the extent practically possible consult with the other Party);
  - (c) to its/their professional advisers, auditors and bankers;
  - (d) if and to the extent the information has come into the public domain through no fault of that Party;
  - (e) if and to the extent the Party to whom the information relates has given prior written consent to the disclosure, such consent not to be unreasonably withheld or delayed; and
  - (f) if and to the extent required for the purpose of any arbitration pursuant to Clause 27.
- 23.3 The restrictions contained in this Clause 23 shall apply without limit in time.

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## 24 **Costs and Expenses**

- 24.1 Except as otherwise stated in this Agreement, each Party shall bear its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement and other agreements referred to hereby.

## 25 **Notices**

- 25.1 Except where expressly stated otherwise, a notice under this Agreement shall only be effective if it is in writing. Faxes but not e-mails are permitted.
- 25.2 Any communication or notice made under this Agreement shall be sent to a Party at its address or number and for the attention of the individual set out below:

To the Sellers: Technitrol Inc.  
Technitrol Corporate Headquarters  
1210 Northbrook Drive, Suite 470  
Trevose, PA 190532  
E-mail: jpapada@technitrol.com  
for the attention of CEO James M. Papada, III

with a copy to: Bruun & Hjejle  
Bredgade 38  
1260 Copenhagen K  
Denmark  
tel: +45 33 34 50 00  
fax: +45 33 34 50 50  
for the attention of Mogens Ebeling

to the Buyers: EPCOS AG  
St.-Martin-Strasse 53  
81669 Munich  
Deutschland  
tel: +49 89 636- 20344  
fax: +49 89 636- 3928  
for the attention of Augustin Baumer

with a copy to: Gorrissen Federspiel Kierkegaard  
H.C. Andersens Boulevard 12  
DK-1553 Copenhagen V  
tel: +45 33 41 41 41  
fax: +45 33 41 41 33  
for the attention of Niels Bang Sørensen

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or to such other person, address and/or fax no., which either Party may in writing notify to the other Parties.

25.3 Any notice given under this Agreement outside Working Hours in the place to which it is addressed shall be deemed to have been given at the start of the next Business Day.

## **26 Governing Law**

26.1 This Agreement is governed by, and shall be construed in accordance with, the laws of Denmark.

## **27 Arbitration**

27.1 Any dispute or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), Court of Arbitration.

27.2 The arbitration tribunal shall be composed of three (3) arbitrators. The Sellers and the Buyers shall each appoint one arbitrator and the ICC Court shall appoint a third arbitrator who shall be the Chairman of the arbitration tribunal. If a Party has not appointed an arbitrator within thirty (30) calendar days of having requested or received notice of the arbitration, such arbitrator shall be appointed by the ICC Court.

27.3 The place of arbitration shall be Copenhagen and the language of the proceedings (excluding any documentation) shall be English or such other language as the Parties may agree upon.

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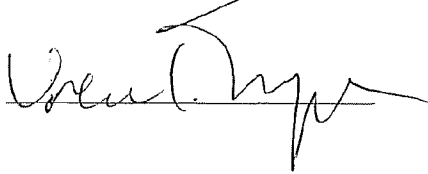


GORRISSEN FEDERSPIEL KIERKEGAARD

Signature page to Asset Transfer Agreement regarding the Technitrol MEMS microphone activities

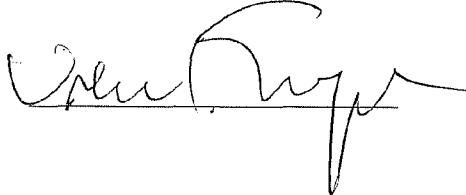
The Sellers enter into this Agreement with joint and several liability:

For and on behalf of Pulse Components ApS:



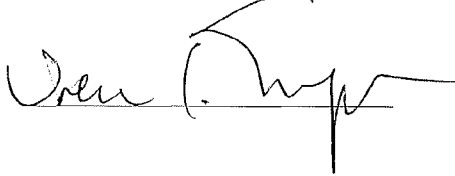
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For and on behalf of Pulse MEMS ApS:



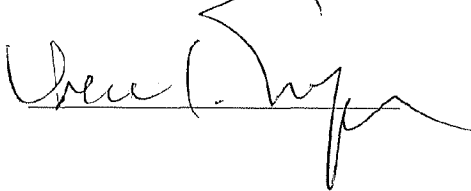
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For and on behalf of Pulse ApS:



\_\_\_\_\_

For and on behalf of Pulse Tech ApS:



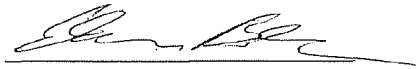
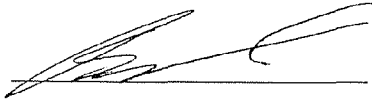
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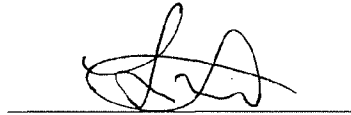
GORRISSSEN FEDERSPIEL KIERKEGAARD

Signature page to Asset Transfer Agreement regarding the Technitrol MEMS microphone activities

For and on behalf of EPCOS AG:



For and on behalf of EPCOS PTE LTD:



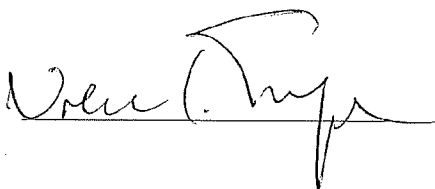
GORRISSON FEDERSPIEL KIERKEGAARD

Signature page to Asset Transfer Agreement regarding the Technitrol MEMS microphone activities

The ultimate shareholder of the Sellers:

We, the undersigned ultimate shareholder of the Sellers, Technitrol Inc., hereby (i) accede to the Agreement as applicable to us, including Clauses 23 (*Confidentiality*), 25 (*Notices*), 26 (*Governing Law*) and 27 (*Arbitration*) of this Agreement, as primary obligor, and (ii) unconditionally and irrevocably jointly and severally guarantee as principal guarantor (in Danish: "selvskyldner") the due and timely performance by the Sellers of all their obligations under or arising out of or in connection with this Agreement, including, for the avoidance of doubt, all obligations under the Lease and Shared Services Agreement.

For and behalf of Technitrol Inc.:



Niels C. Thomsen

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# GORRISSEN FEDERSPIEL KIERKEGAARD

## Schedule 2.1(e) – List of Patents

As set out in Clause 12.8.2 of this Agreement Schedule 2.1(e) contains a complete and accurate list of all Patents pertaining to the Acquired Business.

If, nevertheless, any Patents owned by the Sellers and pertaining to the Acquired Business appear not to have been included in this Schedule, the Parties agree that such patents, i.e. belonging to any of the patent families M1-M14 and A1-A13, shall be seen as having been included in the Schedule.

# GORRISSON FEDERSPIEL KIERKEGAARD

No.	Appl. No.	Publ. No.	Patent No.	Case Status	Country/region	Filing date	Assignee and owner	Present name of assignee and owner	Estimate of expected costs	
									May-Sept 2009	Month
<b>M1 Micromechanical microphone</b>										
Inventors: Jesper Bay, Siebo Doustra, Ole Hansen										
	1726/95		172085	Abandoned	Denmark	23-06-1995	Sonion Microtronic A/S	Pulse ApS		
	96921908.8	872153	872153	Issued	European Patent Office	22-06-1996	Sonion Microtronic A/S	Pulse ApS		
	96921908.8	872153	872153	Issued	Germany	22-06-1996	Sonion Microtronic A/S	Pulse ApS	9,422	June
	96921908.8	872153	872153	Issued	Denmark	22-06-1996	Sonion Microtronic A/S	Pulse ApS	4,175	June
	96921908.8	872153	872153	Issued	Spain	22-06-1996	Sonion Microtronic A/S	Pulse ApS	5,442	June
	96921908.8	872153	872153	Issued	Finland	22-06-1996	Sonion Microtronic A/S	Pulse ApS	6,164	June
	96921908.8	872153	872153	Issued	Great Britain	22-06-1996	Sonion Microtronic A/S	Pulse ApS	3,606	June
	96921908.8	872153	872153	Issued	Italy	22-06-1996	Sonion Microtronic A/S	Pulse ApS	8,133	June
	96921908.8	872153	872153	Issued	Sweden	22-06-1996	Sonion Microtronic A/S	Pulse ApS	3,927	June
	PCT/DK96/00276	WO 97/01258		Abandoned	Patent Cooperation Treaty	22-06-1996	Sonion Microtronic A/S	Pulse ApS		
	503528/97			Abandoned	Japan	22-06-1996	Sonion MEMS A/S	Pulse MEMS ApS		
	06/981,714		6,075,867	Issued	United States of America	22-06-1996	Sonion Microtronic A/S	Pulse ApS		
<b>M2 Solid-State Silicon-based Condenser Microphone</b>										
Inventors: Permin Rombach, Matthias Müllenborn, Ole Hansen, Matthias Hieschel, Siebo Doustra, Maja Amakov Gradov										
	09/182,668		6,088,463	Issued	United States of America	30-10-1998	Microtronic A/S	Pulse ApS		
	10/183,855			Pending	United States of America	11-07-2002	Sonion MEMS A/S	Pulse MEMS ApS		
	11/903,207			Pending	United States of America	29-09-2007	Sonion MEMS A/S	Pulse MEMS ApS		
<b>M3 Two-piece microphone</b>										
Inventors: Matthias Müllenborn; Peter Ulrik Sreed										
	00958264.4	1219136	E 243406	Issued	Austria	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	5,000	Aug
	00958264.4	1219136	1219136	Issued	Switzerland	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,500	Aug
	00615300.0	1307740	ZL 00615300.0	Issued	China	06-09-2000	Sonion Lyngby A/S	Pulse MEMS ApS	5,500	Aug
	00958264.4	1219136	60003441.0	Issued	Germany	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	4,500	Aug
	PA 1999 01253			Abandoned	Denmark	06-09-1999	SonionMicrotronic A/S	Pulse ApS		
	PA 1999 01266			Abandoned	Denmark	07-09-1999	SonionMicrotronic A/S	Pulse ApS		
	00958264.4	1219136	DK/EP 1219136	Issued	Denmark	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	4,200	Aug
	00958264.4	1219136	1219136	Issued	European Patent Office	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS		
	00958264.4	1219136	1219136	Issued	Finland	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	4,500	Aug
	00958264.4	1219136	1219136	Issued	France	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,500	Aug
	00958264.4	1219136	1219136	Issued	Great Britain	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,000	Aug
	00958264.4	1219136	30718/BE/2003	Issued	Italy	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,500	Aug
	00958264.4	1219136	1219136	Issued	Netherlands	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	5,000	Aug
	PCT/DK00/00480	WO 01/19133	00958264.4	Abandoned	Patent Cooperation Treaty	06-09-2000	SonionMicrotronic A/S	Pulse ApS		
	00958264.4	1219136	1219136	Issued	Sweden	06-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,500	Aug
	09/570,493		6,732,588	Issued	United States of America	12-05-2000	SonionMEMS A/S	Pulse MEMS ApS		
<b>M4 A method of manufacturing a transducer having a diaphragm with a predetermined tension</b>										
Inventors: Permin Rombach, Matthias Müllenborn										
	99524802.4	1093703	1093703	Abandoned	Denmark	11-05-1999	Microtronic A/S	Pulse ApS		
	99524802.4	1093703	1093703	Issued	European Patent Office	10-05-1999	Microtronic A/S	Pulse ApS		
	99524802.4	1093703	1093703	Issued	Germany	10-05-1999	Sonion MEMS ApS	Pulse MEMS ApS	3,076	June
	99524802.4	1093703	1093703	Issued	Denmark	10-05-1999	Sonion MEMS ApS	Pulse MEMS ApS	3,426	June
	99524802.4	1093703	1093703	Issued	Finland	10-05-1999	Sonion MEMS ApS	Pulse MEMS ApS	4,360	June
	99524802.4	1093703	1093703	Issued	France	10-06-1999	Sonion MEMS ApS	Pulse MEMS ApS	4,127	June
	99524802.4	1093703	1093703	Issued	Great Britain	10-06-1999	Sonion MEMS ApS	Pulse MEMS ApS		
	99524802.4	1093703	1093703	Issued	Canada	10-06-1999	Sonion MEMS ApS	Pulse MEMS ApS	3,460	June
	2,314,540		2,314,640	Issued	China	10-06-1999	Microtronic A/S	Pulse ApS	5,379	June
	9908418.0	CN 1308632A	ZL99080419.0	Issued	China	10-06-1999	Sonion MEMS ApS	Pulse MEMS ApS		
	2000-554170			Pending	Japan	10-06-1999	Sonion MEMS ApS	Pulse MEMS ApS		
	PCT/DK99/00315			Abandoned	Patent Cooperation Treaty	10-06-1999	Microtronic A/S	Pulse ApS		
	09/719,208		6,622,368	Issued	United States of America	10-06-1999	Sonion MEMS ApS	Pulse MEMS ApS		
<b>M5 Microphone for flip-chip mounting</b>										
Inventors: Jochen Kuhmann, Matthias Müllenborn, Peter Ulrik Sreed										
	00958265.1	1214864	E242697	Issued	Austria	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	6,000	Aug
	2,303,740		2,303,740	Issued	Canada	08-09-2000	Sonion Lyngby A/S	Pulse MEMS ApS	3,000	Aug
	00958265.1	1214864	1214864	Issued	Switzerland	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,500	Aug
	00815300.0	1357741	ZL 00815300.0	Issued	China	08-09-2000	Sonion Lyngby A/S	Pulse MEMS ApS	5,500	Aug
	00958265.1	1214864	600 03 199.3	Issued	Germany	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	4,500	Aug
	PA 1999 01264			Abandoned	Denmark	08-09-1999	SonionMicrotronic A/S	Pulse ApS		
	00958265.1	1214864	DK/EP 1214864	Issued	Denmark	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	4,200	Aug
	00958265.1	1214864	1214864	Issued	European Patent Office	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS		
	00958265.1	1214864	1214864	Issued	Finland	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	4,500	Aug
	00958265.1	1214864	1214864	Issued	France	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,500	Aug
	00958265.1	1214864	1214864	Issued	Great Britain	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,000	Aug
	00958265.1	1214864	29583/BE/2003	Issued	Italy	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,500	Aug
	2001-522106		2003-50698A	Pending	Japan	08-09-2000	Pulse MEMS ApS			
	2006-273171		2007-026871A	Accepted for grant	Japan	08-09-2000	Pulse MEMS ApS		15,000	May
	00958265.1	1214864	1214864	Issued	Netherlands	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	5,000	Aug
	PCT/DK00/00491	WO 01/19134	00958265.1	Abandoned	Patent Cooperation Treaty	08-09-2000	SonionMicrotronic A/S	Pulse ApS		
	P-354 065			Pending	Poland	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS		
	00958265.1	1214864	1214864	Issued	Sweden	08-09-2000	SonionMEMS A/S	Pulse MEMS ApS	3,500	Aug
	09/570,434		6,522,762	Issued	United States of America	12-05-2000	SonionMEMS A/S	Pulse MEMS ApS		
	10/323,757	US-2003-012865A-1	7,221,267	Issued	United States of America	20-12-2002	SonionMEMS A/S	Pulse MEMS ApS		
	11/320,812	US-2006-0119102-A1		Transferred to Nicon Technology Transferred to	United States of America	20-12-2002	Sonion MEMS A/S	Pulse MEMS ApS		

**PATENT**  
**REEL: 033477 FRAME: 0879**

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# GORRISSEN FEDERSPIEL KIERKEGAARD

No.	Appl. No.	Publ. No.	Patent No.	Case Status	Country/region	Filing date	Assignee and owner	Present name of assignee and owner	Estimate of expected costs	
									DKK (excl. VAT)	Month
<b>M6 Anti Stiction Coating</b> <span style="float: right;">NB: Licensed to Knowles Electronics LLC according to license agreement of 9 Jan 2006</span>										
Inventors: Ib Johannsen, Niels Bent Larsen, Matthias Mullenborn, Firmin Hermann, Otto Rombach										
	02810684.9	CN 1511429A	ZL02810684.9	Issued	China	26-05-2002	Sonion MEMS A/S	Pulse MEMS ApS		
	200610089141.4			Pending	China	26-05-2002	Sonion MEMS A/S	Pulse MEMS ApS		
	02742842.4	1397936	602 02 145.6-08	Issued	Germany	26-05-2002	Sonion Lyngby A/S	Pulse MEMS ApS		
	02742842.4	1397936	1397936	Issued	European Patent Office	29-05-2002	Sonion Lyngby A/S	Pulse MEMS ApS		
	02742842.4	1397936	1397936	Issued	Finland	29-05-2002	Sonion Lyngby A/S	Pulse MEMS ApS		
	02742842.4	1397936	1397936	Issued	France	29-05-2002	Sonion Lyngby A/S	Pulse MEMS ApS		
	02742842.4	1397936	1397936	Issued	Great Britain	29-05-2002	Sonion Lyngby A/S	Pulse MEMS ApS		
	2003-501227	2005-508579	3974574	Issued	Japan	29-05-2002	Sonion MEMS A/S	Pulse MEMS ApS		
	PCT/DK02/00365	WO 02/098196		Abandoned	Patent Cooperation Treaty	29-05-2002	Sonion MEMS A/S	Pulse MEMS ApS		
	11/502,577			Allowed	United States of America	10-08-2005	Sonion MEMS A/S	Pulse MEMS ApS	8.525	July
	09/867,606	US-2002-0101725-A1	6,859,542	Issued	United States of America	31-05-2001	Sonion Lyngby A/S	Pulse MEMS ApS		
<b>M7 Silicon-based transducer for use in hearing aids and listening instruments</b>										
Inventors: Aart Zeger van Halteren, Matthias Mullenborn										
	10/026.208	2004/0120540 A1	7,142,682	Issued	United States of America	20-12-2002	Sonion MEMS A/S	Pulse MEMS ApS		
	11/605,095			Abandoned	United States of America	28-11-2006	Sonion MEMS A/S	Pulse MEMS ApS		
	03782988.4	1 574 112	1 574 112	Issued	European Patent Office	18-12-2003	Sonion MEMS A/S	Pulse MEMS ApS		
	03782988.4	1 574 112	1 574 112	Issued	Switzerland	18-12-2003	Sonion MEMS A/S	Pulse MEMS ApS		
	03782988.4	1 574 112	1 574 112	Issued	Germany	18-12-2003	Sonion MEMS A/S	Pulse MEMS ApS		
	03782988.4	1 574 112	1 574 112	Issued	Denmark	18-12-2003	Sonion MEMS A/S	Pulse MEMS ApS		
	03782988.4	1 574 112	1 574 112	Issued	Great Britain	18-12-2003	Sonion MEMS A/S	Pulse MEMS ApS		
	PCT/NL2003/000906	WO 2004/097909 A2		Abandoned	Patent Cooperation Treaty	20-12-2002	Sonion MEMS A/S	Pulse MEMS ApS		
<b>M8 An elastomeric shield for miniature microphones</b> <span style="float: right;">NB: Licensed to Nokia Corporation according to license agreement of 3 Feb 2006</span>										
Inventors: Christopher Wik, Bjarke Pihl Bøvbjerg, Tapio Juhani Liusvaara										
	200710008148.X	CN 101014202A		Examination request	China	26-01-2007	Sonion MEMS A/S	Pulse MEMS ApS		
	07001294.3	1614356		Response to Examination	European Patent Office	22-01-2007	Sonion MEMS A/S	Pulse MEMS ApS	75,000 - 100,000	Sept.
	8055/2007			Pending	Republic of Korea	25-01-2007	Pulse MEMS ApS	Pulse MEMS ApS		
	11/657,806	US-2007-0189668-A1		Pending	United States of America	25-01-2007	Sonion MEMS A/S	Pulse MEMS ApS		
<b>M9 Flexible substrate transducer assembly</b>										
Inventors: Aart van Halteren, Poul Rosenkilde Kristensen										
	PCT/DK06/00652	WO 01/41497	06978456.1	Abandoned	Patent Cooperation Treaty	29-11-2000	Sonion Microtronic A/S	Pulse ApS		
	09/450,894		16,324,907	Issued	United States of America	29-11-1999	Sonion MEMS A/S	Pulse MEMS ApS	17,000	Aug

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No.	Appl. No.	Publ. No.	Patent No.	Case Status	Country/region	Filing date	Assignee and owner	Present name of assignee and owner	Estimate of expected costs May-Sept 2009	
									DKK (excl. VAT)	Month
<b>M10 Single die MEMS acoustic transducer and manufacturing method,</b>										
Inventors: Pirmin Hombach, Morten Berg Arnoldus, Morten Ginnerup										
	60/787,550			Abandoned	United States of America	30-03-2000	Sonion MEMS A/S	Pulse MEMS ApG		
	12/285,220			Pending	United States of America	30-03-2007	Pulse MEMS ApS	Pulse MEMS ApS		
	PCT/DK2007/006157	WO2007112743		Abandoned	Patent Cooperation Treaty	28-03-2007	Sonion MEMS A/S	Pulse MEMS ApS		
	07711298.5	07711298.5		Pending	European Patent Office	29-03-2007	Sonion MEMS A/S	Pulse MEMS ApS		
	200780010956.9			Pending	China	28-03-2007	Pulse MEMS ApS	Pulse MEMS ApS		
	2008-7023362			Pending	Republic of Korea	28-03-2007	Pulse MEMS ApS	Pulse MEMS ApS		
	2009-501852			Pending	Japan	28-03-2007	Pulse MEMS ApS	Pulse MEMS ApS		
<b>M11 Microphone assembly with underfill agent having a low coefficient of thermal expansion</b>										
Inventors: Christian Wang										
	50/676,918			Abandoned	United States of America	22-12-2006	Sonion MEMS A/S	Pulse MEMS ApS		
	PCT/EP2007/011945	WO2008/077517		Pending	Patent Cooperation Treaty	17-12-2007	Sonion MEMS A/S	Pulse MEMS ApS		
<b>M12 Board Mounting of Microphone Transducer</b>										
Inventors: Pirmin Rombach, Jörg Rehder										
	PCT/EP2007/06260B			Pending	Patent Cooperation Treaty	22-11-2007	Sonion MEMS A/S	Pulse MEMS ApS	2,000	unknown
				Possible filing in U	United States of America		Request for change of name to Pulse MEMS ApS filed with WIPO		26,000 - 29,000	May
				Possible filing in E	European Patent Office				30,000 - 31,000	June
				Possible filing in C	China				26,000 - 29,000	May
				Possible filing in J	Japan				47,000 - 50,000	May
<b>M13 Miniature microphone assembly with hydrophobic surface coated carrier</b>										
Inventors: Christian Wang, Jörg Rehder, Lolf Steen Johansen, Peter Ulrik Scheel										
	200810149114.7	CN101394686A		Pending	China	12-09-2008	Pulse MEMS ApS	Pulse MEMS ApS	1,200	unknown
	08163570.6	2037700		Pending	European Patent Office	03-09-2008	Pulse MEMS ApS	Pulse MEMS ApS		
	90525/2008			Pending	Republic of Korea	12-09-2008	Pulse MEMS ApS	Pulse MEMS ApS		
	12/231,398			Pending	United States of America	02-09-2008	Pulse MEMS ApS	Pulse MEMS ApS	3,000 - 5,000	June
<b>M14 Miniature microphone assembly with solder seal-ring</b>										
Inventors: Lolf Steen Johansen, Per F. Høvesten and Gino Rocca										
	200910130755.2			Pending	China	20-02-2009	Pulse MEMS ApS	Pulse MEMS ApS	3,000	May
	09153067.5			Pending	European Patent Office	18-02-2009	Pulse MEMS ApS	Pulse MEMS ApS		
	14519/2009			Pending	Republic of Korea	20-02-2009	Pulse MEMS ApS	Pulse MEMS ApS		
	12/385,011			Pending	United States of America	19-02-2009	Pulse MEMS ApS	Pulse MEMS ApS	5,000 - 10,000	May

GORRISSEN FEDERSPIEL KIERKEGAARD

No.	Appl. No.	Publ. No.	Patent No.	Case Status	Country/region	Filing date	Assignee and owner	Present name of assignee and owner	Estimate of expected costs	
									DKK (excl. VAT)	Month
<b>A1 Low power SD modulator</b>										
Inventor: Claus Erdmann Fürst										
	60/265,612,			Abandoned	United States of America	02-02-2001	Techtronic A/S	Pulse Tech ApS		
	10/059,270		6,831,577	Issued	United States of America	31-01-2002	Sonion A/S	Pulse Components ApS		
<b>A2 Microphone with internal A/D converter</b>										
Inventors: Claus Erdmann Fürst, Lars Stenberg, Igor Mucha										
	02710759.8	1364555	1364555	Issued	Switzerland	01-02-2002	Sonion A/S	Pulse Components ApS		
	02710759.8	1364555	DE 602 03 999	Issued	Germany	01-02-2002	Sonion A/S	Pulse Components ApS		
	02710759.8	1364555	1364555	Under Opposition	European Patent Office	01-02-2002	Sonion A/S	Pulse Components ApS		
	02710759.8	1364555	1364555	Issued	Finland	01-02-2002	Sonion A/S	Pulse Components ApS		
	02710759.8	1364555	1364555	Issued	France	01-02-2002	Sonion A/S	Pulse Components ApS		
	02710759.8	1364555	1364555	Issued	Great Britain	01-02-2002	Sonion A/S	Pulse Components ApS		
	2001-174543			Pending	Japan	08-06-2001	Sonion A/S	Pulse Components ApS		
	PCT/DK02/00075	WO 02/062101	02710759.8	Abandoned	Patent Cooperation Treaty	01-02-2002	SonionTech A/S	Pulse Tech ApS		
	60/266,176			Abandoned	United States of America	02-02-2001				
	09/964,893	US-2002-0106091-A1		Pending/under Appeal	United States of America	28-09-2001	Techtronic A/S	Pulse Tech ApS		
<b>A3 Microphone comprising integral multi-level quantizer and single-bit conversation means</b>										
Inventors: Jens Kristian Poulsen										
	20048003322.8	CN1879446A		Pending	China	08-10-2004	Sonion A/S	Pulse Components ApS	3,000	Unknown
	04762099.5	1690437		Response to Exam	European Patent Office	08-10-2004	Sonion A/S	Pulse Components ApS		
	10/580,505			Examination in pro	United States of America	08-10-2004	Sonion A/S	Pulse Components ApS		
<b>A4 Amplifier circuit for capacitive transducers</b>										
Inventors: Carsten Fallesen										
	200510003918.2	CN1641999A	ZL200510003918.2	Issued	China	12-01-2005	Sonion A/S	Pulse Components ApS	5,500 - 6,500	June
	05075002.5	1553696	1553696	Issued	Germany	04-01-2005	Sonion A/S	Pulse Components ApS		
	05075002.5	1553696	1553696	Issued	European Patent Office	04-01-2005	Sonion A/S	Pulse Components ApS		
	05075002.5	1553696	1553696	Issued	Finland	04-01-2005	Sonion A/S	Pulse Components ApS		
	05075002.5	1553696	1553696	Issued	France	04-01-2005	Sonion A/S	Pulse Components ApS		
	05075002.5	1553696	1553696	Issued	Great Britain	04-01-2005	Sonion A/S	Pulse Components ApS		
	3050/2005			Pending	Republic of Korea	12-01-2005	Sonion A/S	Pulse Components ApS		
	11/032,806	US2005-0151589-A1		Examination in pro	United States of America	11-01-2005	Sonion A/S	Pulse Components ApS	10,000 - 30,000	May



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<b>A5</b>	<b>Digital microphone with analog input</b>											
Inventors: Michael Derugin'sky, Jans Kristian Paulsen, Jozef Johannes Gerardus Bosch												
	03746265.2	1493303	1493303	issued	EPC	10-04-2003	Sonion A/S	Pulse Components ApS				
	03746265.2	1493303	1493303	issued	Switzerland	10-04-2003	Sonion A/S	Pulse Components ApS				
	03746265.2	1493303	603 15 819 6-08	issued	Germany	10-04-2003	Sonion A/S	Pulse Components ApS				
	03746265.2	1493303	1493303	issued	Denmark	10-04-2003	Sonion A/S	Pulse Components ApS				
	03746265.2	1493303	1493303	issued	Great Britain	10-04-2003	Sonion A/S	Pulse Components ApS				
	PCT/DK03/00244	WO 03/088709		Abandoned	PCT	10-04-2003	Sonion A/S	Pulse Components ApS				
<b>A6</b>	<b>Miniature microphone with balanced termination</b>											
Inventors: Matthias Mollenborn, Lars Jørn Stenborg, Igor Mucha												
	60455,438			Abandoned	USA	18-03-2003	Sonion A/S	Pulse Components ApS				
	10/802,803	2004-0202345 A1	7,466,835	issued	USA	18-03-2004	Sonion A/S	Pulse Components ApS				

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No.	Appl. No.	Publ. No.	Patent No.	Case Status	Country/region	Filing date	Assignee and owner	Present name of assignee and owner	Estimate of expected costs	
									May-Sept 2009	Month
									DKK (excl. VAT)	

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A7 Detection and control of diaphragm collapse in condenser microphones										
Inventors: Lars Jørn Stenberg, Jens Kristian Poulsen, Aarl Zeiger van Halteren										
200510092203.9	CN1741685A		Pending	China	20-05-2005	Sonion A/S	Pulse Components ApS			
05010608.7	1599067		Examination request	European Patent Office	17-05-2005	Sonion A/S	Pulse Components ApS	6.300		
42800/2005			Pending	Republic of Korea	21-05-2005	Sonion A/S	Pulse Components ApS			
11/133,877			Application allowed	United States of America	20-05-2005	Sonion A/S	Pulse Components ApS	20,000 - 24,000	June	
A8 Microphone assembly with P-type preamplifier input stage										
Inventors: Carsten Fallesen, Lars Jørn Stenberg										
200610103166.1	CN1905761A		Examination request	China	06-07-2006	Sonion A/S	Pulse Components ApS			
06012456.6	1742506		Pending	European Patent Office	17-06-2006	Sonion A/S	Pulse Components ApS	4.800	June	
63540/2006			Pending	Republic of Korea	05-07-2006	Sonion A/S	Pulse Components ApS			
11/481,632	US-2007-0009111-A1		Pending	United States of America	06-07-2006	Sonion A/S	Pulse Components ApS			
A9 A Calibrated Microelectromechanical Microphone										
Inventors: Carsten Fallesen, Jens Kristian Poulsen, Lars Jørn Stenberg, Jozef Johannes Gerardus Bosch										
200710161208.1	CN101155442A		Pending	China	25-09-2007	Sonion A/S	Pulse Components ApS	5,000 - 7,000	Sept.	
07115704.4	1506704		Examination request	European Patent Office	05-09-2007	Sonion A/S	Pulse Components ApS	4.000	Sept.	
95921/2007			Pending	Republic of Korea	20-09-2007	Sonion A/S	Pulse Components ApS			
11/903,905			Pending	United States of America	25-09-2007	Sonion A/S	Pulse Components ApS			
A10 Deep Sub-Micron MOS Preamplifier with Thick-Oxide Input Stage Transistor										
Inventors: Per F. Hovesten, Lars Jørn Stenberg										
200710185794.3	CN101287304A		Pending	China	17-12-2007	Sonion A/S	Pulse Components ApS			
07150087.0	1936689		Examination request	European Patent Office	18-12-2007	Sonion A/S	Pulse Components ApS			
133653/2007			Pending	Republic of Korea	18-12-2007	Sonion A/S	Pulse Components ApS			
11/958,103			Pending	United States of America	17-12-2007	Sonion A/S	Pulse Components ApS			
A11 Microphone with integrated self-test circuitry										
Inventors: Per F. Hovesten, Jens Kristian Poulsen, Gino Rocca										
61/124,208			Abandoned	United States of America	15-04-2008	Sonion A/S	Pulse Components ApS			
PCT/EP2009/054202			Pending	Patent Cooperation Treaty	08-04-2009		Pulse MEMS ApS	3.000	May	
A12 Fast Precision Charge Pump										
Inventors: Tomasz E. Hanzlik, Jens Kristian Poulsen										
61/126,431			Pending	United States of America	05-05-2009	Sonion A/S	Pulse Components ApS			
				Patent Cooperation Treaty	04-05-2009		Pulse MEMS ApS	Pulse MEMS ApS	3.000	May
A13 High Efficiency Driver for Miniature Loudspeakers										
NB: Licensed to AudioAsics A/S according to license agreement of 22 June 2006										
Inventors: Claus Erdmann Fürst, Lars Jørn Stenberg, Jens Kristian Poulsen, I										
028235875	CN 1600393A		Under Examination	China	02-12-2002	Sonion A/S	Pulse Components ApS	25.000	June	
02792588.9	1449404	1449404	Issued	Germany	02-12-2002	Sonion A/S	Pulse Components ApS			
02792588.9	1449404	1449404	Issued	European Patent Office	02-12-2002	Sonion A/S	Pulse Components ApS			
02792588.9	1449404	1449404	Issued	Finland	02-12-2002	Sonion A/S	Pulse Components ApS			
02792588.9	1449404	1449404	Issued	France	02-12-2002	Sonion A/S	Pulse Components ApS			
02792588.9	1449404	1449404	Issued	Great Britain	02-12-2002	Sonion A/S	Pulse Components ApS			
7096275/2004			Pending	Republic of Korea (KR)	02-12-2002	Sonion A/S	Pulse Components ApS			
PCT/DK02/00811	WO 03/047309	02792608.9	Abandoned	Patent Cooperation Treaty	02-12-2002	Sonion A/S	Pulse Components ApS			
60/404,389			Abandoned	United States of America	20-08-2002	SonionTech A/S	Pulse Tech ApS			
10/307,290	US 2003-0123681 A1	7,336,794	Issued	United States of America	02-12-2002	Sonion A/S	Pulse Components ApS			