

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN WAFER-LEVEL PACKAGING
SEMICONDUCTOR DEVICES AND PRODUCTS
CONTAINING SAME (INCLUDING CELLULAR
PHONES, TABLETS, LAPTOPS, AND
NOTEBOOKS) AND COMPONENTS THEREOF**

INV. NO. 337-TA-1080

**ORDER NO. 26: INITIAL DETERMINATION GRANTING SAMSUNG'S MOTION
TO TERMINATE THE INVESTIGATION BASED ON AN
ARBITRATION AGREEMENT**

(May 21, 2018)

Respondents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Semiconductor, Inc. ("Samsung"), along with other Samsung entities, entered into a "Settlement and Patent Cross License Agreement" on January 31, 2008, with Matsushita Electric Industrial Co., Ltd. ("MEI") to "amicably settle" certain legal actions between the companies that were pending at the time. Ex. 2 to Huffsmith Decl. to Samsung Mot. ("Samsung-MEI Agreement") at 1 (preamble). According to the recitals of the Samsung-MEI Agreement, Samsung paid MEI [REDACTED] and granted MEI a license to certain Samsung patents in exchange for "a worldwide, non-exclusive and non-transferrable license" to certain MEI patents. *Id.* §§ 3.1.1, 3.1.2, 6.1. In the event MEI assigned to a third party any of the patents licensed by Samsung, the Samsung-MEI Agreement required MEI to "cause the licenses, non-assertions, and any other rights granted" by the agreement to succeed to the third party assignee. *Id.* § 11.5.2. The Samsung-MEI Agreement enforces this succession clause by stating that any assignment of the licensed patents to a third party "without such succession of license, non-assertion and any

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other rights granted” by the agreement “shall be null and void.” *Id.* Finally, the Samsung-MEI Agreement requires that the parties arbitrate “[a]ny and all disputes” that may arise in relation to the interpretation or the performance of the agreement. *Id.* § 11.8.

In 2008, MEI changed its name to Panasonic Corporation (“Panasonic”) and then, on January 1, 2015, Panasonic assigned certain patents to Pannova Semic LLC (“Pannova”), including the patents asserted in this investigation. Ex. 5 to Huffsmith Decl. to Samsung Mot.; Ex. 11 to Huffsmith Decl. to Samsung Mot. at 5. On December 29, 2015, Pannova assigned certain patents to Complainant Tesser Advanced Technologies, Inc. (“Tessera”), including the patents asserted in this investigation.

On September 28, 2017, Tessera filed a complaint with the Commission, alleging that Samsung infringes U.S. Patent Number 6,954,001, titled “Semiconductor Device Including a Diffusion Layer,” and U.S. Patent Number 6,784,557, titled “Semiconductor Device Including a Diffusion Layer Formed Between Electrode Portions.” *See* Complaint (Sept. 28, 2017) (Doc. ID 624207); Exs. 3, 4 to Huffsmith Decl. to Samsung Mot. The Commission instituted this investigation on October 31, 2017. Samsung filed the present motion (1080-014) on March 27, 2018, “to terminate the investigation for lack of standing or to terminate or stay the investigation pending arbitration.” Mot. at 1. Samsung argues that the assignment of the asserted patents to Tessera is “null and void” because the arbitration clause of the Samsung-MEI Agreement did not succeed to Tessera, or, in the alternative, that the arbitration clause did succeed to Tessera and therefore Samsung’s license defense must be sent to an arbitrator. Tessera filed a response in opposition to Samsung’s motion on April 6, 2018. On April 16, Samsung filed a motion for leave to file a reply (1080-015), to which Tessera filed a response in opposition on April 26, 2018.

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Whether Tessera has standing to assert the patents here and whether Tessera is bound by the arbitration clause in the Samsung-MEI Agreement “is a threshold question for the Court to decide.” *Microchip Tech. Inc. v. U.S. Philips Corp.*, 367 F.3d 1350, 1357-58 (Fed. Cir. 2004). Whether Tessera is bound by the arbitration clause is determined under ordinary contract principles and does not take into consideration the federal policy favoring arbitration. *Datatreasury Corp. v. Wells Fargo & Co.* 522 F.3d 1368, 1371-72 (Fed. Cir. 2008) (internal citations omitted). If Tessera is so bound, the next question is whether the court or the arbitrator has the “primary power to decide arbitrability;” *i.e.*, whether the substantive issues raised in Samsung’s motion fall within the scope of the arbitration clause. *Qualcomm Inc. v. Nokia Corp.*, 466 F.3d 1366, 1371-72 (Fed. Cir. 2008). If Samsung-MEI Agreement assigns to the arbitrator the primary power to determine arbitrability, then any assertion of arbitrability that is not “wholly groundless” falls within the arbitrator’s purview. *Id.* at 1373. Finally, if Tessera has standing to assert the patents and is bound by the arbitration clause, then “the Commission may . . . terminate [this] investigation, in whole or in part” “on the basis of an agreement between the private parties to the investigation, including an agreement to present the matter for arbitration.” 19 U.S.C. § 1337(c); *see* 19 C.F.R. § 210.21(a)(2).

I. Tessera Can Be Compelled to Arbitrate Disputes Arising out of or in Relation to the Licenses Granted to Samsung by the Samsung-MEI Agreement

Samsung bargained for, and was granted by MEI, the right to arbitrate “[a]ny and all disputes, controversies, differences or claims which may arise between the Parties hereto out of or in relation to the interpretation or the performance” of the Samsung-MEI Agreement. Samsung-MEI Agreement § 11.8. Samsung also bargained for, and was granted by MEI, the promise that the “licenses, non-assertions, and any other rights” that MEI granted Samsung would succeed to any third-party assignee of the licensed patents. *Id.* § 11.5.2. The Samsung-

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MEI Agreement therefore guaranteed Samsung that it would have a license to certain MEI patents and a right to arbitrate disputes over the patents, and that any third-party of the assignee of the licensed patents would be bound by Samsung's license and right to arbitrate.

Tessera argues that the law draws a distinction between the succession of "rights" and the succession of "obligations" under a contract. In Tessera's view, arbitration "is an obligation and not a 'right,'" and section 11.5.2 of the Samsung-MEI Agreement only requires "rights" to succeed to a third-party assignee. Opp. at 20. Tessera cites several cases applying New York law where a third party did not assume the "obligation to arbitrate" disputes under a contract, but Samsung counters with cases applying New York law where arbitration is referred to as a "right." *Compare* Mem. at 16 (citing cases) *with* Opp. at 20 (citing cases). Thus, Tessera argues it did not inherit any *obligation* to arbitrate, but Samsung argues it has retained a *right* to arbitrate certain disputes. The New York case law purporting to draw a distinction between the succession of rights versus obligations does little to resolve the dispute here because one party's right is another party's obligation. More relevant here is the language of the agreement itself. Under section 11.5.2, when MEI's patents are the subject of the assignment, the "other rights" to succeed to the third party upon assignment are Samsung's rights, not MEI's rights. It is Samsung's right to arbitrate, and that right succeeds along with other Samsung rights.

Tessera similarly argues that the arbitration clause in the Samsung-MEI Agreement does not follow the assigned patents because such clauses are "procedural clauses" that generally extinguish under the common law when a contract is assigned. Opp. at 18, 20-21. (citing *Datatreasury*, 522 F.3d at 1372-73). Tessera's argument, including its citation to *Datatreasury*, however, ignores that Samsung is relying on a contractual provision, not common law, to argue that its right to arbitrate succeeds to a third-party assignee of the MEI patents.

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Tessera next argues that if the arbitration clause is interpreted as a “right,” then every obligation under the agreement could be interpreted as a right, which “makes no sense” because the entire Samsung-MEI agreement would succeed to a third party upon the assignment of a licensed patent. Opp. at 21. Tessera also reasons that section 11.5.1, which governs the assignment of a party’s “rights” and “obligations” to a third party, requires “rights” and “obligations” to have distinct meanings; otherwise sections 11.5.1 and 11.5.2 would be duplicative. *Id.* at 19, 21. Section 11.5.2, however, only requires that a third-party assignee of MEI’s patents honor Samsung’s existing rights (including the right to arbitrate) when it acquires MEI’s licensed patents. The necessary converse of that statement is also required by section 11.5.2, namely that the successor assumes MEI’s obligations (including the obligation to submit to arbitration). The third-party assignee of a patent does not claim both parties’ rights under the agreement, nor does it succeed to both parties’ obligations. The words “rights” and “obligations” both have independent meaning in section 11.5.1 and neither is superfluous.

Finally, Tessera argues that it is not bound by the arbitration clause in the Samsung-MEI Agreement because it is not a signatory to the agreement, and it did not agree to arbitrate the disputes it raised in this investigation. Opp. at 16-18. However, Tessera has conceded in this investigation that “if the arbitration clause was a ‘right’ that it had to be transferred, it was transferred.” Opp. at 11; *see* Ex. 5 to Huffsmith Decl. to Samsung Mot. (“Panasonic-Pannova Patent Assignment and Transfer Agreement”) § 5.6 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 7 to Huffsmith Decl. to Samsung Mot.

(“Pannova-Tessera Patent Purchase Agreement”) § 2.4 [REDACTED]

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[REDACTED] I have determined that the Samsung-MEI agreement grants Samsung the right to arbitrate. Having made that determination, it follows from Tessera's own statements in this investigation that Tessera has agreed to arbitrate certain disputes with Samsung when it acquired the patents.

Samsung presents an alternative argument based on the last clause of section 11.5.2 of the Samsung-MEI Agreement, which states that that any assignment of the licensed patents "without such succession of license, non-assertion and any other rights granted herein by the third party assignee shall be null and void." Mem. at 6. Samsung argues that if the agreement by which Tessera acquired title to the patents in issue did not preserve Samsung's right to arbitrate then the assignment is null and void, Tessera does not own the asserted patents, and Tessera does not have standing to assert the patents here. Mem. at 12-19. The premise of Samsung's argument—and the triggering condition of section 11.5.2—is not satisfied. As stated above, I have found that Tessera acquired the asserted patents from Pannova [REDACTED]

[REDACTED] Opp. at 11; Panasonic-Pannova Patent Assignment and Transfer Agreement § 5.6; Pannova-Tessera Patent Purchase Agreement § 2.4. Accordingly, there is no basis for concluding that Tessera's acquisition of the patents is null and void.

II. The Samsung-MEI Agreement Delegates the Arbitrability of the Dispute Raised in Samsung's Motion to an Arbitrator

The disputes Samsung asserts are subject to arbitration are whether it has a license to the asserted patents and whether Tessera's allegations of infringement fall within the scope of the

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license. Mem. at 22. I have concluded above that Tessera stands in MEI's place with respect to Samsung's right to arbitrate under the Samsung-MEI agreement. Accordingly, I analyze Samsung's arbitration rights under that agreement. The first question is whether Samsung's license defense falls under the arbitration clause of the Samsung-MEI Agreement. This is a question of arbitrability. "If the parties did not clearly and unmistakably intend to delegate the arbitrability decision to an arbitrator, then the [ALJ] must undertake a full arbitrability inquiry." *Certain Pesticides & Prod. Containing Clothianidin*, Inv. No. 337-TA-635, Order No. 5, 2008 WL 2155216, at *2 (May 8, 2008). If the Samsung-MEI Agreement delegates the question of arbitrability to the arbitrator, then the question becomes whether Samsung's assertion that its license defense falls under the arbitration clause is "wholly groundless." *Qualcomm*, 466 F.3d at 1374. If Samsung's assertion is not "wholly groundless," then the arbitration clause delegates to the arbitrator the primary power to decide whether or not Samsung's license defense is an issue that the parties intended to arbitrate. *Id.*

The arbitration clause in the Samsung-MEI Agreement requires that arbitration be performed "according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce" ("ICC Rules"). Samsung-MEI Agreement § 11.8. The Commission has previously determined that the incorporation of ICC Rules into an arbitration clause demonstrates "that the parties have clearly and unmistakably delegated the determination of arbitrability to the arbitrator." *Pesticides*, 2008 WL 2155216, at *2, *determination not to review in Notice* (June 9, 2008); *accord Qualcomm*, 466 F.3d at 1369, 1373 (holding that an arbitration clause incorporating the rules of the American Arbitration Association "clearly and unmistakably shows the parties' intent to delegate the issue of determining arbitrability to an arbitrator"). Further, courts applying New York law, which is the choice-of-law in the Samsung-MEI

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Agreement, section 11.3, have found that an agreement to arbitrate “all disputes” evinces clear intent to arbitrate issues of arbitrability. *See Shaw Grp., Inc. v. Triplefine Int’l Corp.*, 322 F.3d 115, 124-25 (2d Cir. 2003). The Samsung-MEI Agreement therefore delegates all disputes over arbitrability to an arbitrator.

Samsung’s license defense is not wholly groundless. Samsung asserts that its license defense is covered by the arbitration clause because the clause requires “[a]ny and all disputes, controversies, differences or claims which may arise between the Parties hereto out of or in relation to the interpretation or the performance of this Agreement” to be arbitrated. Samsung-MEI Agreement § 11.8. Samsung steps through the Samsung-MEI Agreement to establish that the asserted patents are likely “MEI Existing Licensed Patents” as defined by the agreement. Mem. at 7-12 (citing Samsung-MEI Agreement §§ 1.5, 1.7, 1.9, 1.10, 1.12; Exs. 3, 4, 14-25 to Huffsmitth Decl. to Samsung Mot.). The Samsung-MEI Agreement purports to provide Samsung with a license to the “MEI Existing Licensed Patents” until the expiration date of the last-to-expire patents. Samsung-MEI Agreement §§ 3.3.1, 7.2. The Samsung-MEI Agreement has therefore delegated to an arbitrator the question of whether Samsung’s license defense is subject to arbitration.

In response, Tessera first argues that Samsung’s assertion is wholly groundless because Tessera “is not a signatory to the Samsung-MEI Agreement, and is not an assignee of that Agreement under any subsequent agreement.” Opp. at 23. This argument relates to *who* is subject to the arbitration clause, not *what* is covered by the arbitration clause. I have already determined that Samsung and Tessera are subject to the arbitration clause. What the clause covers is a question of arbitrability delegated to the arbitrator.

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Tessera then argues that Samsung's assertion is wholly groundless as to "infringing components designed and manufactured by third parties," such as the "ST Microelectronics wafer-level packaged chips" allegedly contained within the accused Samsung products. Opp. at 23-24; Ex. C to Opp. at 1. Tessera reasons that "licensed components under the Samsung-MEI Agreement are expressly limited to those designed and manufactured *by* Samsung." Opp. at 23 (citing Samsung-MEI Agreement § 1.15 (defining "SEC Licensed Products")) (emphasis added). Thus, Tessera argues, even if the dispute regarding components manufactured by Samsung is subject to arbitration, a dispute regarding other components would remain in this investigation. Tessera's argument is insufficient to preclude termination of this investigation in favor of arbitration. Under the Samsung-MEI Agreement, "SEC Licensed Products" are defined to include "all Semiconductor Products that are (a) designed or developed by or for [Samsung] and (b) manufactured by or Have Manufactured for [Samsung]." Samsung-MEI Agreement § 1.15 (emphasis added). Tessera makes no argument that ST Microelectronics chips allegedly contained within Samsung's products were not designed, developed, or manufactured "for" Samsung. In contrast, Samsung presents its alleged license to the asserted patents as a complete defense to all asserted claims in this investigation. Mem. at 19-24. I cannot find "wholly baseless" Samsung's assertion that all disputes in this investigation belong in arbitration. Thus, any question about whether some accused Samsung products allegedly containing some non-Samsung components fall within the arbitration clause is a question for the arbitrator.

III. Samsung Did Not Waive Its Right to Arbitrate

Tessera contends that Samsung "waived its ability to move to terminate this Investigation based on arbitration." Opp. at 12. For support, Tessera cites *Certain 3G Mobile Handsets and Components*, in which the ALJ held that the respondent waived its right to arbitration because "its filing and pursuit of the Delaware district court [declaratory judgment of noninfringement or

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invalidity] action demonstrates a desire to litigate, rather than arbitrate, issues involved in this investigation.” Inv. No. 337-TA-613, Order No. 13, 2008 WL 345363, at *14 (Jan. 8, 2008) (“A party is deemed to have waived its right to arbitration if it engages in protracted litigation that results in prejudice to the opposing party.” (internal quotations omitted)). The ALJ also found that the respondent’s “use of the discovery processes available in the ITC,” including its service of “some 122 interrogatories and some 133 document requests,” and its access to the complainant’s “proffered claim constructions and the initial exchange of expert reports” prior to filing its motion “supports a waiver.” *Id.* at *15. Tessera argues that Samsung analogously engaged in “protracted litigation” because it waited to file its motion “until more than six months after the Complaint was filed” in order to serve “115 Requests for Production and 58 Interrogatories,” issue “more than 20 third party subpoenas,” receive “tens of thousands of pages of documents” from Tessera, and receive Tessera’s infringement and domestic industry contentions and responses to Samsung’s invalidity contentions. Opp. at 13-14. Tessera contends that Samsung could have, and should have, sought to terminate the investigation “after the Commission instituted this Investigation on October 31, 2017,” because Samsung’s answer to Tessera’s complaint pled the license defense relied on in its motion. *Id.* at 13. Tessera posits that Samsung timed its motion to maximize the advantages of ongoing cases in two separate tribunals: the ITC and the Eastern District of Texas, where Tessera is asserting separate patents against Samsung. *Id.* at 14.

3G Mobile Handsets does not support Tessera’s position because Tessera, not Samsung, initiated the litigation here and in Texas. Unlike the Respondent in *3G Mobile Handsets*, there is no indication here that Samsung filed an offensive action in lieu of arbitration. Tessera also does not establish that Samsung had access to the Panasonic-Pannova Patent Assignment and Transfer

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Agreement or the Pannova-Tessera Patent Purchase Agreement prior to discovery, such that Samsung could fully analyze whether or not Tessera was MEI's successor for purposes of the asserted patents. That Samsung engaged in the normal discovery process by serving and receiving requests for production, interrogatories, third party subpoenas, and contentions while gathering the facts necessary for its license defense is expected. Samsung therefore has not waived its right to arbitrate. *See LG Elecs., Inc. v. Wi-Lan USA, Inc.*, 623 F. App'x 568, 569 (2d Cir. 2015) ("Because of our strong presumption in favor of arbitration . . . waiver is not to be lightly inferred, and any doubts are resolved in favor of arbitration") (internal citations and quotations omitted) (not selected for publication).

IV. This Investigation Should Be Terminated Based on the Arbitration Clause

Section 337(c) gives the Commission the discretionary authority to terminate an investigation "on the basis of an agreement between the private parties to the investigation, including an agreement to present the matter for arbitration." 19 U.S.C. § 1337(c). Commission Rule 210.21(d) delegates this discretion to administrative law judges in the first instance, who may terminate an investigation "on the basis of an agreement between complainant and one or more of the respondents to present the matter for arbitration." 19 C.F.R. § 210.21(d).

Tessera argues that the arbitration clause in the Samsung-MEI Agreement is not "an agreement between the private parties to the investigation" as required by section 337(c). Opp. at 17-18. However, the Commission has determined that when the parties to an investigation are the successors to companies that previously entered in an arbitration agreement, the "agreement between the private parties" specified in section 337(c) can be satisfied by the prior agreement. *See Pesticides*, 2008 WL 2155216, at *4, *determination not to review in Notice* (June 9, 2008) (terminating the investigation based on an arbitration clause in a patent license agreement between the complainant's predecessor company and respondent's predecessor company). As

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discussed above, Tessera is the successor of MEI as to the “licenses, non-assertions, and any other rights granted” to Samsung with respect to the asserted patents. Samsung-MEI Agreement § 11.5.2. The arbitration clause is therefore between Samsung and Tessera for purposes of the asserted patents and satisfies section 337(c).

Under these facts, it is appropriate to terminate this investigation on the basis of the arbitration clause in the Samsung-MEI Agreement. This determination is consistent with the discretion exercised by the Commission in similar circumstances. *See, e.g., Certain Elec. Devices, Including Mobile Phones & Tablet Computers, & Components Thereof*, Inv. No. 337-TA-847, Order No. 7 (Feb. 7, 2013), *determination not to review in Notice*, 2013 WL 12313118 (Mar. 11, 2013) (terminating the investigation with respect to one patent on the basis of an agreement between the parties to arbitrate disputes over that patent); *Pesticides*, 2008 WL 2155216, at *4, *determination not to review in Notice* (June 9, 2008) (terminating the investigation based on an arbitration clause in a patent license agreement between the complainant’s predecessor company and respondent’s predecessor company); *Certain Wireless Communication Chips and Chipsets, and Products Containing Same, Including Wireless Handsets and Network Interface Cards*, Inv. No. 337-TA-614, Order No. 5, 2007 WL 3342252, at *9 (Oct. 18, 2007), *determination not to review in Notice*, 2007 WL 9683809 (Nov. 11, 2007) (terminating the investigation based on an agreement between the parties to arbitrate the disputes raised in the investigation); *Certain Nickel Metal Hydride Consumer Batteries, Components Thereof, and Consumer Electronic Products Containing Same*, Inv. No. 337-TA-579, Order No. 4, 2007 WL 1622566 (May 30, 2007), *determination not to review in Notice* (June 27, 2007) (terminating the investigation based on an arbitration clause in a patent license agreement); *Certain Modified Vaccinia Ankara (“MVA”) Viruses and Vaccines and Pharmaceutical*

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Compositions Based Thereon, Inv. No. 337-TA-550, Order No. 26, 2006 WL 1066635, at *4 (April 14, 2006), *determination not to review in Notice* (May 9, 2006) (granting the Investigative Attorney's motion to partially terminate the investigation as to the trade secret claim on the basis of a prior agreement between the parties to arbitrate certain trade secret disputes).

There have been occasions when ALJs and the Commission have exercised discretion to continue an investigation notwithstanding the existence of an arbitration agreement, but these instances are distinguishable. For example, in *Certain Paper Shredders, Certain Processes for Mfg. or Relating to Same & Certain Prod. Containing Same & Certain Parts Thereof*, an arbitration clause in an agreement between the respondent and an affiliate of the complainant only stated that the parties "may" agree to arbitrate certain disputes. Inv. No. 337-TA-863, Order No. 5, 2013 WL 4010198, at *23 (July 19, 2013). Because the clause in question was permissive rather than mandatory, the ALJ denied respondent's motion to terminate the investigation on the basis. *Id.* Also, in *3G Mobile Handsets*, discussed above, the ALJ denied respondent's motion to terminate the investigation on the basis of an arbitration clause because the respondent waived its right to invoke the arbitration clause by instituting an offensive action in district court in lieu of instituting an arbitration proceeding. 2008 WL 345363, at *14. The arbitration clause here is mandatory, not permissive, and as I held above, Samsung did not waive its right to invoke arbitration.

Further, the exercise of discretion here is not in conflict with discretionary decisions that involve different facts. For example, a prior agreement between private parties selecting a court in another country to resolve contractual disputes presents different considerations than a prior agreement to arbitrate. *See Certain Color Intraoral Scanners and Related Hardware and Software*, Inv. No. 337-TA-1091, Order No. 23 (May 18, 2018) (denying motion to terminate

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based on a forum selection clause favoring courts in Denmark because of the unique policy concerns involved). Unique to arbitration clauses, “the governing statute, legislative history, enabling regulations, and case law clearly establish that an investigation may be terminated where the private parties have entered into a prior agreement to arbitrate.” *Nickel Metal Hydride Consumer Batteries*, 2007 WL 1622566, at *2. (May 30, 2007). Section 337(c) and Commission Rule 210.21(d) specifically authorize terminating an investigation based on an arbitration clause. This explicit authorization to terminate based on an agreement to arbitrate was added by Congress in 1994. By replacing the term “settlement agreement” in the statute with “an agreement between the private parties to the investigation, including an agreement to present the matter for arbitration,” Congress “accord[ed] deference to arbitration agreements . . . to bring ITC practice under section 337 into closer conformity with district court practice.” S. Rep. No. 103-412, at 121 (1994); *see also* H.R. Rep. No. 103-826, at 339 (1994). Notably, district court practice is largely governed by the Federal Arbitration Act, 9 U.S.C. § 3, which reflects a “liberal policy favoring arbitration” and preempts State laws and rules that are incompatible with arbitration. *AT&T Mobility LLC v. Concepcion*, 533 U.S. 333, 339-40 (2011); *Marmet Health Care Center, Inc. v. Brown*, 565 U.S. 530, 532-33 (2012) (holding that the Federal Arbitration Act preempted West Virginia public policy against certain types of predispute arbitration agreements). As Congress has directly spoken to arbitration clauses in the context of section 337, I need not weigh the public policies surrounding arbitration clauses in the same way that might be appropriate with forum selection clauses. *See id.* at 355 (Thomas, J., concurring) (“Contract defenses unrelated to the making of the agreement—such as public policy—could not be the basis for declining to enforce an arbitration clause.”).

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V. Consideration of the Public Interest

Neither party asserts that termination of this investigation will have an effect on the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers. I therefore find that termination of this investigation in favor of arbitration is not against the public interest.

In view of the relevant legislative pronouncements, past Commission practice, the public interest, and the record here, Tessera has not shown that it would be an abuse of discretion under section 337(c) or Rule 210.21(d) to terminate this investigation in favor of arbitration. This investigation is therefore terminated.

VI. Conclusion and Instructions for Redacting Confidential Business Information

Samsung's motion (1080-014) requests alternative relief: (1) to "terminate the investigation for lack of standing," (2) to "terminate . . . the investigation pending arbitration," or (3) to "stay the investigation pending arbitration." For the reasons stated above, Samsung's motion is hereby granted to the extent that the investigation is terminated in favor arbitration. Samsung's alternative requests to terminate the investigation for lack of standing and to stay the investigation pending arbitration are denied. Samsung's motion for leave to file a reply (1080-015) is hereby denied.

Pursuant to 19 C.F.R. § 210.21(d), a copy of the Samsung-MEI Agreement is included at Appendix A, a copy of the Panasonic-Pannova Patent Assignment and Transfer Agreement is included at Appendix B, and a copy of the Pannova-Tessera Patent Purchase Agreement is included at Appendix C.

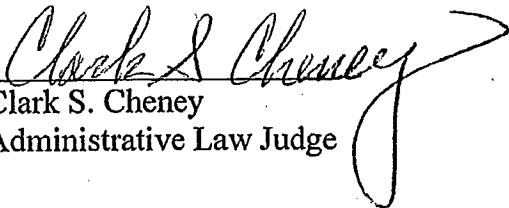
Within seven days of the date of this document, each party shall email to Cheney337@usitc.gov a statement as to whether or not it seeks to have any portion of this document or the documents in Appendices A, B, or C, redacted from the public version. Any

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party seeking to have any portion of such documents redacted from the public version thereof shall also email a copy of such documents with red brackets indicating any portion asserted to contain confidential business information as defined in Commission Rule 201.6(a). The parties' submissions concerning the public version of such documents need not be filed with the Commission Secretary.

Pursuant to 19 C.F.R. § 210.42(h), this initial determination shall become the determination of the Commission unless a party files a petition for review of the initial determination pursuant to 19 C.F.R. § 210.43(a) or the Commission, pursuant to 19 C.F.R. § 210.44, orders on its own motion a review of the initial determination or certain issues herein.

SO ORDERED.


Clark S. Cheney
Administrative Law Judge

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Appendix A

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SETTLEMENT AND PATENT CROSS LICENSE AGREEMENT

This SETTLEMENT AND PATENT CROSS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is agreed on this 31st day of January 2008, between:

(1) **Matsushita Electric Industrial Co., Ltd.**, Osaka, Japan ("MEI"), on behalf of itself and **Panasonic Corporation of North America ("PNA")** (MEI and PNA are collectively called "**MEI Entities**") on the one hand; and

(2) **Samsung Electronics Co., Ltd.**, Seoul, Korea ("SEC"), on behalf of itself and **Samsung Japan Corporation ("SJC")**, **Samsung Electronics America, Inc. ("SEA")**, **Samsung Semiconductor, Inc. ("SSI")** and **Samsung Austin Semiconductor L.L.C. ("SAS")** (SEC, SJC, SEA, SSI and SAS are collectively called "**Samsung Entities**") on the other hand for the purpose of settlement of their pending **Legal Actions** (as defined in Section 1.4 hereof):

WITNESSETH:

WHEREAS, MEI and SEC desire to amicably settle their Legal Actions (as defined in Section 1.4 hereof).

WHEREAS, MEI and SEC entered into a Memorandum of Understanding on November 27, 2007 ("MOU") that provides essential terms and conditions of this Agreement.

WHEREAS, MEI and SEC (collectively referred to as the "Parties" and individually as a "Party") now wish to enter into a definitive settlement and patent cross license agreement based on the terms and conditions of the MOU.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, MEI and SEC hereby agree as follows:

ARTICLE 1. Definitions

For the purpose of this Agreement, the capitalized terms used in this Agreement have the following meanings.

- 1.1 "Circuit(s)" means a plurality of active and/or passive elements for generating, receiving, transmitting, storing, transforming or acting in response to an electrical signal.
- 1.2 "Effective Date" means the effective date of this Agreement written first above.
- 1.3 "Have Manufactured" means to have manufactured products by a third party where (i) the designs and specifications for said products are furnished by and originate with either Party or their Semiconductor Subsidiary(ies) ("Ordering Party"); and (ii) all of the products so manufactured are delivered to the Ordering Party; and (iii) the purpose and effect of said have made arrangement is not for the Ordering Party to act only as a sales agent for the third party manufacturer.

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1.4 “Legal Actions” means the following pending legal actions between MEI Entities and SEC Entities:

1.4.1 Litigations in the United States of America

- (1) United States Court of Appeals for the Federal Circuit (Case No. 2007-1156)
- (2) United States District Court for the Eastern District of Texas Tyler Division (Case No. 6:06-cv-00154-LED)

1.4.2 Litigations in Japan

- (1) Tokyo District Court (Heisei16(WA)21007)
- (2) Tokyo District Court (Heisei17(YO)22121)

1.4.3 Patent Invalidation Actions in Japan

- (1) Japan Patent Office (muko 2005-80186)
- (2) Japan Patent Office (muko 2005-80172)
- (3) Japan Patent Office (muko 2007-800127)
- (4) Japan Patent Office (muko 2005-80174)

1.5 “MEI Existing Licensed Patents” means MEI Memory Patents and MEI Process Patents, having a priority date on or prior to the Effective Date.

1.6 “MEI Licensed Products” means all Semiconductor Products that are (a) designed or developed by or for MEI’s Semiconductor Sector or MEI’s Semiconductor Subsidiary(ies) and (b) manufactured by or Have Manufactured for MEI’s Semiconductor Sector or MEI’s Semiconductor Subsidiary(ies).

1.7 “MEI Memory Patents” means any claims of MEI Semiconductor Patents that, but for this Agreement, would be infringed by manufacturing, having manufactured, using, selling, offering for sale, leasing, importing, exporting, or otherwise disposing Memory.

1.8 “MEI Process Patents” means any claims of MEI Semiconductor Patents that, but for this Agreement, would be directly infringed by (a) a process for manufacturing Semiconductor Products other than a process for the housing, supporting and/or packaging, or (b) a structure of the Semiconductor Products that is formed by a process in section (a) above other than a structure formed by any process for the housing, supporting and/or packaging. For avoidance of doubt, the following patent claims are not included in the MEI Process Patents: (a) any patent claims directed to Circuit, system, software and/or combination thereof, and (b) any patent claims directed to manufacturing apparatus or testing equipment.

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1.9 “MEI Semiconductor Patents” means any of the following Patents that are owned or controlled, on the Effective Date or at any time after the Effective Date through and including the tenth (10th) anniversary of the Effective Date, by MEI’s Semiconductor Sector or MEI’s Semiconductor Subsidiary(ies):

(a) Patents (i) that include inventions made by any employee of MEI’s Semiconductor Sector or MEI’s Semiconductor Subsidiary(ies) while working for MEI’s Semiconductor Sector or MEI’s Semiconductor Subsidiary(ies), as applicable and (ii) for which MEI’s Semiconductor Sector or MEI’s Semiconductor Subsidiary(ies) paid or does pay any portion of the prosecution or maintenance fees;

or

(b) Patents acquired from third parties for which MEI’s Semiconductor Sector or MEI’s Semiconductor Subsidiary(ies) has paid or does pay any portion of the purchase price, or any other consideration therefor.

1.10 “MEI’s Semiconductor Sector” means the Semiconductor Company of MEI, including any predecessor business unit thereof and any future business unit derived therefrom or originated thereby.

1.11 “MEI Subsequently Licensed Patents” means MEI Memory Patents and MEI Process Patents, having a priority date following the Effective Date through and including the tenth (10th) anniversary of the Effective Date.

1.12 “Memory” means a non-customized or customized integrated circuit or portion thereof, where such integrated circuit or portion thereof (a) consists primarily of memory cells formed on a Semiconductive Material; and (b) can be used for various applications; and (c) whose sole function is to read and/or write digital data in the memory cells. By way of example, Memory includes, but is not limited to, non-customized or customized (i) dynamic random access memories (DRAM), (ii) static random access memories (SRAM), (iii) flash memories, (iv) electrically erasable programmable read-only memories (EEPROM), (v) mask read-only memories (Mask ROM), (vi) magnetic random access memories (MRAM), (vii) ferroelectric random access memories (FRAM) and (viii) any and all combination product that primarily consists of one or more memory cells formed on a Semiconductive Material and a memory read-write controller (such product is herein referred to as “Memory Form-Factor”). Memory Form-Factors include, by way of example only, without limitation, memory cards, multi-chip packages (MCP), and solid-state drives (SSD). Notwithstanding the foregoing, Memory Form-Factor specifically excludes any portion thereof that has function other than

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memory for storing data and reading and writing of such data.

- 1.13 “Patent(s)”** means any and all patent applications and issued, granted or registered patents as well as utility models and utility model applications and any and all foreign counterparts, divisions, continuations, continuations-in-part, renewals, extensions, reissues or reexaminations thereof in any country of the world.
- 1.14 “SEC Existing Licensed Patents”** means SEC Memory Patents and SEC Process Patents, having a priority date on or prior to the Effective Date.
- 1.15 “SEC Licensed Products”** means all Semiconductor Products that are (a) designed or developed by or for SEC’s Semiconductor Sector or SEC’s Semiconductor Subsidiary(ies) and (b) manufactured by or Have Manufactured for SEC’s Semiconductor Sector or SEC’s Semiconductor Subsidiary(ies).
- 1.16 “SEC Memory Patents”** means any claims of SEC Semiconductor Patents that, but for this Agreement, would be infringed by manufacturing, having manufactured, using, selling, offering for sale, leasing, importing, exporting, or otherwise disposing of Memory.
- 1.17 “SEC Process Patents”** means any claims of SEC Semiconductor Patents that, but for this Agreement, would be directly infringed by (a) a process for manufacturing Semiconductor Products other than a process for the housing, supporting and/or packaging, or (b) a structure of the Semiconductor Products that is formed by a process in section (a) above other than a structure formed by any process for the housing, supporting and/or packaging. For avoidance of doubt, the following patent claims are not included in the SEC Process Patents: (a) any patent claims directed to Circuit, system, software and/or combination thereof, and (b) any patent claims directed to manufacturing apparatus or testing equipment.
- 1.18 “SEC Semiconductor Patents”** means any of the following Patents that are owned or controlled, on the Effective Date or at any time after the Effective Date through and including the tenth (10th) anniversary of the Effective Date, by SEC’s Semiconductor Sector or SEC’s Semiconductor Subsidiary(ies):
- (a) Patents (i) that include inventions made by any employee of SEC’s Semiconductor Sector or SEC’s Semiconductor Subsidiary(ies) while working for SEC’s Semiconductor Sector or SEC’s Semiconductor Subsidiary(ies), as applicable and (ii) for which SEC’s Semiconductor Sector or SEC’s Semiconductor Subsidiary(ies) paid or does pay any portion of the prosecution or maintenance fees;
 - or
 - (b) Patents acquired from third parties for which SEC’s Semiconductor Sector or an SEC’s Semiconductor Subsidiary(ies) has paid or does pay any portion of the purchase price, or any other consideration therefor.

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- 1.19 **"SEC's Semiconductor Sector"** means the Semiconductor Division of SEC including any predecessor business unit thereof and any future business unit derived therefrom or originated thereby.
- 1.20 **"SEC Subsequently Licensed Patents"** means SEC Memory Patents and SEC Process Patents, having a priority date following the Effective Date through and including the tenth (10th) anniversary of the Effective Date.
- 1.21 **"Semiconductive Material"** means any material of which electrical conductivity is intermediate to that of metals and insulators at room temperature and whose electrical conductivity, over some temperature range, increases with increases in temperature.
- 1.22 **"Semiconductor Product(s)"** means such portion of any product as (i) consists of one or more semiconductor devices which include Semiconductive Material and (ii) is embodied within the same package.
- 1.23 **"Semiconductor Subsidiary(ies)"** means any entity (i) of which primary business is to design, development, manufacturing, Having Manufactured, sales or export of Semiconductor Product, and (ii) which a Party, as of the Effective Date or at any time from the Effective Date to the expiration date of the last-to-expire of the MEI Existing Licensed Patents and the SEC Existing Licensed Patents, directly or indirectly, owns or controls:
- (a) in the case of corporate entities, fifty percent (50%) or more or, in jurisdictions where a foreign investor may not own fifty percent (50%) or more, the maximum percentage that a foreign investor may own pursuant to local laws and regulations, of the stock or participating shares entitled to vote for the election of directors with the power to control the management policies of such corporate entity, but only so long as such control exists; and
 - (b) in the case of non-corporate entities, fifty percent (50%) or more or, in jurisdictions where a foreign investor may not own fifty percent (50%) or more, the maximum percentage that a foreign investor may own pursuant to local laws and regulations, of the equity interest with the power to control the management policies of such non-corporate entity.

MEI's Semiconductor Subsidiary(ies) include, but not limited to, the following entities;

- a. Panasonic Semiconductor Opto Devices Co., Ltd.;
- b. Panasonic Semiconductor Discrete Devices Co., Ltd.;
- c. Panasonic Semiconductor (Suzhou) Co., Ltd.;
- d. Panasonic Semiconductor Asia Pte. Ltd.;
- e. Panasonic Semiconductor (Shanghai) Co., Ltd.;
- f. P.T. Panasonic Semiconductor Indonesia;

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- g. Panasonic Semiconductor Discrete Device (M) Sdn, Bhd.;
- h. Suzhou TDC Electronic Co., Ltd.;
- i. Panasonic Semiconductor Device Solutions Co., Ltd.;
- j. Panasonic Semiconductor Systems and Technology Co., Ltd.;
- k. Panasonic Semiconductor Engineering Co., Ltd.;
- l. Panasonic Semiconductor Discrete Devices Kumamoto Co., Ltd.;
- m. Panasonic Semiconductor Discrete Devices Niigata Co., Ltd.

SEC's Semiconductor Subsidiary(ies) include, but not limited to, the following entities;

- a. Samsung Austin Semiconductor L.L.C.,
- b. Samsung Electronics Suzhou Semiconductor Co., Ltd.;
- c. Samsung Semiconductor China R&D Co., Ltd.; and
- d. Samsung Semiconductor Inc.

Semiconductor Subsidiary(ies) shall not include any future business unit that either Party may acquire, directly or indirectly, from a third party or that is established between either Party and a third party as a joint venture company or similar entity after the Effective Date.

ARTICLE 2. Dismissal of Legal Actions

2.1 Legal Actions in the U.S.A.

Within seven (7) business days following the receipt by MEI of the first installment payment to be made by SEC under this Agreement, the Parties shall jointly file stipulations of dismissal (or their equivalents) requesting that the United States Court of Appeals for the Federal Circuit and the United States District Court For The Eastern District of Texas Tyler Division respectively dismiss with prejudice all claims and counterclaims described in Sections 1.4.1(1) and 1.4.1(2), with each Party to bear its own costs.

2.2 Legal Actions in Japan

Within seven (7) business days following the receipt by MEI of the first installment payment to be made by SEC under this Agreement, (i) MEI shall file a request for dismissal with the Tokyo District Court for the Legal Actions described in Sections 1.4.2 (1)(2) and SEC shall cause SJC to file its consent thereto for the Legal Actions described in Section 1.4.2(1), (ii) SEC shall cause SJC to file a request for dismissal with the Japan Patent Office for the Legal Actions described in Sections 1.4.3 (1)(3) and (4), and MEI shall file its consent thereto, and (iii) SEC shall cause SJC not to dismiss or appeal the Legal Action described in Section 1.4.3(2) to Intellectual Property High Court of Japan, for which decision was rendered by Japan Patent Office on November 8, 2007, with each Party to bear its own costs. Each Party agrees themselves not to and agrees to cause their respective Semiconductor Subsidiary(ies) not to file any action with any court in Japan or Japan Patent Office on the same grounds with the cases so dismissed under this Section 2.2.

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ARTICLE 3. Cross License

3.1 Cross License under the MEI Existing Licensed Patents and SEC Existing Licensed Patents

3.1.1 Pursuant to and subject to the terms and conditions of this Agreement, MEI, on behalf of itself, MEI's Semiconductor Sector and MEI's Semiconductor Subsidiary(ies), hereby grants to SEC, for the period from the Effective Date until the expiration date of the last-to-expire of the MEI Existing Licensed Patents, with a right to grant a sublicense only to SEC's Semiconductor Subsidiary(ies), a worldwide, non-exclusive and non-transferable license under the MEI Existing Licensed Patents to manufacture, Have Manufactured, use, offer to sell, sell (directly or indirectly), import, export and/or otherwise dispose of the SEC Licensed Products.

3.1.2 Pursuant to and subject to the terms and conditions of this Agreement, SEC, on behalf of itself, SEC's Semiconductor Sector and SEC's Semiconductor Subsidiary(ies), hereby grants to MEI, for the period from the Effective Date until the expiration date of the last-to-expire of the SEC Existing Licensed Patents, with a right to grant a sublicense only to MEI's Semiconductor Subsidiary(ies), a worldwide, non-exclusive and non-transferable license under the SEC Existing Licensed Patents to manufacture, Have Manufactured, use, offer to sell, sell (directly or indirectly), import, export and/or otherwise dispose of the MEI Licensed Products.

3.2 Cross License under the MEI Subsequently Licensed Patents and SEC Subsequently Licensed Patents

3.2.1 Pursuant to and subject to the terms and conditions of this Agreement, MEI, on behalf of itself, MEI's Semiconductor Sector and MEI's Semiconductor Subsidiary(ies), hereby grants to SEC, for the period from the Effective Date until the tenth (10th) anniversary of the Effective Date, with a right to grant a sublicense only to SEC's Semiconductor Subsidiary(ies), a worldwide, non-exclusive and non-transferable license under the MEI Subsequently Licensed Patents to manufacture, Have Manufactured, use, offer to sell, sell (directly or indirectly), import, export and/or otherwise dispose of the SEC Licensed Products.

3.2.2 Pursuant to and subject to the terms and conditions of this Agreement, SEC, on behalf of itself, SEC's Semiconductor Sector and SEC's Semiconductor Subsidiary(ies), hereby grants to MEI, for the period from the Effective Date until the tenth (10th) anniversary of the Effective Date, with a right to grant a sublicense only to MEI's Semiconductor Subsidiary(ies), a worldwide, non-exclusive and non-transferable license under the SEC Subsequently Licensed Patents to manufacture, Have Manufactured, use, offer to sell, sell (directly or indirectly), import, export and/or otherwise dispose of the MEI Licensed Products.

3.3 No license, release, covenant not to sue or assert or other right is granted, by implication or otherwise, to either Party, either Party's Semiconductor Subsidiary(ies) or any third

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parties, under any claims of any patents, or under any copyrights, trademarks, trade secrets or other industrial or intellectual property rights or otherwise, now or hereafter owned or controlled by either Party or its Semiconductor Sector or Semiconductor Subsidiary(ies), except as expressly provided in any written agreement between the Parties, including without limitation, this Agreement. Without limitation of the foregoing, no rights are granted pursuant to the foregoing licenses to have a third party manufacture MEI Licensed Products or SEC Licensed Products, in whole or in part, except as expressly set forth herein and solely in compliance with the terms describing "Have Manufactured" as described in Section 1.3.

ARTICLE 4. Release

- 4.1 Pursuant to and subject to the terms and conditions of this Agreement, each Party, on its own behalf and on behalf of such Party's Semiconductor Sector and such Party's Semiconductor Subsidiary(ies), hereby releases the other Party, the other Party's Semiconductor Subsidiary(ies) and each of their respective customers, direct or indirect, from any and all past claims, liabilities and damages that such Party, its Semiconductor Sector, or its Semiconductor Subsidiary(ies) asserted or could have asserted against the other Party, other Party's Semiconductor Subsidiary(ies) or their respective customers, direct or indirect, (i) in any claim or counterclaim of the Legal Actions or (ii) with respect to infringement of MEI Existing Licensed Patents and SEC Existing Licensed Patents prior to the Effective Date; provided that the foregoing releases shall apply to customers solely to the extent such infringement arises from or in connection with MEI Licensed Products or SEC Licensed Products, as applicable.

ARTICLE 5. Non-Assertion

5.1 Non-Assertion under the MEI Existing Licensed Patents and SEC Existing Licensed Patents

- 5.1.1 Pursuant to and subject to the terms and conditions of this Agreement, MEI, on its own behalf and on behalf of MEI's Semiconductor Sector and MEI's Semiconductor Subsidiary(ies), hereby agrees not to assert, during the Existing Licensed Patents Term (as defined in Section 7.2 hereof), MEI Existing Licensed Patents against SEC's customers and/or SEC's Semiconductor Subsidiary(ies)' customers, direct or indirect, for their sale, offer for sale, use, import, export or other disposition of SEC Licensed Products which are licensed under the MEI Existing Licensed Patents pursuant to this Agreement by MEI.
- 5.1.2 Pursuant to and subject to the terms and conditions of this Agreement, SEC, on its own behalf and on behalf of SEC's Semiconductor Sector and SEC's Semiconductor Subsidiary(ies), hereby agrees not to assert, during the Existing Licensed Patents Term (as defined in Section 7.2 hereof), SEC Existing Licensed Patents against MEI's customers and/or MEI's Semiconductor Subsidiary(ies)' customers, direct or indirect, for their sale, offer for sale, use, import, export or other disposition of MEI Licensed

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Products which are licensed under the SEC Existing Licensed Patents pursuant to this Agreement by SEC.

5.2 Non-Assertion under the MEI Subsequently Licensed Patents and SEC Subsequently Licensed Patents

5.2.1 Pursuant to and subject to the terms and conditions of this Agreement, MEI, on its own behalf and on behalf of MEI's Semiconductor Sector and MEI's Semiconductor Subsidiary(ies), hereby agrees not to assert, during the Subsequently Licensed Patents Term (as defined in Section 7.3 hereof), MEI Subsequently Licensed Patents against SEC's customers and/or SEC's Semiconductor Subsidiary(ies)' customers, direct or indirect, for their sale, offer for sale, use, import, export or other disposition of SEC Licensed Products which are licensed under the MEI Subsequently Licensed Patents pursuant to this Agreement by MEI.

5.2.2 Pursuant to and subject to the terms and conditions of this Agreement, SEC, on its own behalf and on behalf of SEC's Semiconductor Sector and SEC's Semiconductor Subsidiary(ies), hereby agrees not to assert, during the Subsequently Licensed Patents Term (as defined in Section 7.3 hereof), SEC Subsequently Licensed Patents against MEI's customers and/or MEI's Semiconductor Subsidiary(ies)' customers, direct or indirect, for their sale, offer for sale, use, import, export or other disposition of MEI Licensed Products which are licensed under the SEC Subsequently Licensed Patents pursuant to this Agreement by SEC.

ARTICLE 6. Balancing Payments

6.1 In consideration of the licenses and releases granted under this Agreement, SEC shall make the following non-refundable lump-sum settlement balancing payment to MEI pursuant to the provisions of this Agreement and according to the schedule set forth below:

[REDACTED]

<u>Amount</u>	<u>Due Date</u>
US [REDACTED]	On or before March 15, 2008
US [REDACTED]	On or before March 15, 2009
US [REDACTED]	On or before March 15, 2010
US\$ [REDACTED]	On or before March 15, 2011
US\$ [REDACTED]	On or before March 15, 2012
US [REDACTED]	On or before March 15, 2013
US\$ [REDACTED]	On or before March 15, 2014
US [REDACTED]	On or before March 15, 2015
US [REDACTED]	On or before March 15, 2016
US [REDACTED]	On or before March 15, 2017

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- 6.2 SEC's payment pursuant to the above Section 6.1 shall be made by electronic wire transfer in U.S. Dollars to MEI's bank account as set forth below:

Bank name: Sumitomo Mitsui Banking Corporation
Osaka Head Office
[REDACTED]

SEC shall bear any bank charges of such wire transfer charged by a bank in Korea which transfers the payment to MEI. MEI shall bear any bank charges of such wire transfer charged by the Sumitomo Mitsui Banking Corporation after it received the money transferred from the bank in Korea.

- 6.3 SEC's payment pursuant to the above Section 6.1 shall be made in full, without any deduction, except, if such payment is subject to withholding tax under the tax law of Korea and tax treaty between Japan and Korea ("Tax Treaty"), MEI hereby authorizes SEC to deduct the required tax from the payment hereunder to the extent provided under the Tax Treaty. SEC shall timely pay such tax amount withheld to the Korean tax authorities and shall timely furnish MEI with appropriate tax receipts.
- 6.4 SEC shall be liable for interest to MEI at a monthly rate of one percent (1.0%), compounded monthly, on any and all amounts overdue and payable under the above Section 6.1 commencing on the date such amounts become due. If such interest rate exceeds the maximum legal rate in the jurisdiction where a claim therefor is being asserted, the interest rate shall be reduced to such maximum legal rate.

ARTICLE 7. Term of License

7.1 Term of this Agreement

This Agreement shall become effective as of the Effective Date and thereafter shall continue to be effective until and including the tenth (10th) anniversary of the Effective Date unless terminated earlier as provided in ARTICLE 10 hereof.

7.2 Term of License of the MEI Existing Licensed Patents and SEC Existing Licensed Patents

The term of the license of the MEI Existing Licensed Patents and SEC Existing Licensed Patents under this Agreement shall be from the Effective Date until the expiration date of the last-to-expire of the MEI Existing Licensed Patents and SEC Existing Licensed Patents ("Existing Licensed Patents Term").

7.3 Term of License of the MEI Subsequently Licensed Patents and SEC Subsequently Licensed Patents

The term of the license of the MEI Subsequently Licensed Patents and SEC Subsequently Licensed Patents under this Agreement shall be from the Effective Date through and

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including the tenth (10th) anniversary of the Effective Date ("Subsequently Licensed Patents Term").

ARTICLE 8. Representations and Warranties

8.1 MEI hereby represents and warrants that:

- (a) it owns the entire right, title and interest in and to the MEI Existing Licensed Patents and MEI Subsequently Licensed Patents; and
- (b) it has the full rights and authority to enter into this Agreement and to grant the rights to SEC in the scope provided for in this Agreement.

No warranty is given and no representation is made by MEI that any of the MEI Existing Licensed Patents and MEI Subsequently Licensed Patents are valid.

8.2 SEC hereby represents and warrants that:

- (a) it owns the entire right, title and interest in and to the SEC Existing License Patents and SEC Subsequently Licensed Patents; and
- (b) it has the full rights and authority to enter into this Agreement and to grant the rights to MEI in the scope provided for in this Agreement.

No warranty is given and no representation is made by SEC that any of the SEC Existing Licensed Patents and SEC Subsequently Licensed Patents are valid.

8.3 No warranty is given and no representation is made by either Party to the other that the other Party will be successful in manufacturing MEI Licensed Products or SEC Licensed Products, as the case may be, or will achieve any particular rate, cost, or quality of production, or that MEI Licensed Products or SEC Licensed Products manufactured by the other party will meet particular performance standard.

8.4 No warranty is given and no representation is made by either Party to the other that MEI Licensed Products or SEC Licensed Products are free from claims of infringement of patent rights or other intellectual or industrial property rights of third parties. In no event shall either Party indemnify the other from a claim of infringement of any third party's intellectual property rights, and each Party agrees to solve such problem, if it occurs, at its sole cost and responsibility.

8.5 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO RESPONSIBILITY WITH RESPECT TO THE MANUFACTURE,

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HAVING MANUFACTURED, USE, LEASE, SALE, OFFER FOR SALE, IMPORTATION OR OTHER DISPOSAL OF ANY MEI'S LICENSED PRODUCTS OR ANY SEC'S LICENSED PRODUCTS UNDER THIS AGREEMENT. IT IS SPECIFICALLY AGREED THAT NEITHER PARTY SHALL ASSERT AGAINST THE OTHER PARTY ANY CLAIM FOR DAMAGES, CONTRIBUTION OR INDEMNITY BASED UPON ANY THEORY OF MANUFACTURERS LIABILITY IN CONNECTION WITH ANY MEI'S LICENSED PRODUCTS OR ANY SEC'S LICENSED PRODUCTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREOF OR ANY OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING UNDER THIS AGREEMENT WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE.

ARTICLE 9. Export Administration

- 9.1 Both Parties, on behalf of themselves and their respective Semiconductor Subsidiary(ies), agree not to knowingly sell, during and after the term of this Agreement, any of MEI Licensed Products or SEC Licensed Products to customers who intend to make use of such MEI Licensed Products or SEC Licensed Products, as the case may be, for Military Purposes (defined below). For the purpose of this Agreement, "Military Purposes" means the design, development, manufacture or use of any weapons, including without limitation, nuclear weapons, biological weapons, chemical weapons, missiles and land mines.
- 9.2 Both Parties, on behalf of themselves and their respective Semiconductor Subsidiary(ies), agree not to export, directly or indirectly, during and after the term of this Agreement, any of their MEI Licensed Products or SEC Licensed Products to any country designated as "Countries Against Which Sanctions Should be Taken" by certain resolutions of the Security Council of the United Nations regarding the sanctions against certain countries, as long as such resolutions remain valid and effective.

ARTICLE 10. Termination and Effect of Termination

10.1 Termination

- 10.1.1 In the event SEC fails to make its full performance of its obligation under ARTICLE 6, MEI may, without prejudice to any of its rights or claims which MEI may then have hereunder, terminate this Agreement and license as well as any other rights granted herein to SEC, by giving SEC written notice of termination and the reasons therefor, which notice shall set a termination date at least thirty (30) days subsequent thereto, provided, however, that if prior to such termination date, SEC pays to MEI all payments in default, then this Agreement and the rights granted by MEI herein shall continue in full force and effect.

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10.1.2 Each Party (the "Terminating Party") has the right to terminate forthwith this Agreement and/or the licenses and other rights granted to the other Party herein without any liability to the other Party and without prejudice to any remedy that the Terminating Party may have upon written notice to the other Party in the event that, during or after the term of this Agreement, subject to applicable law and regulation, the other Party; (a) becomes insolvent, is unable to or ceases to pay its debts as they mature; (b) makes an assignment for the benefit of its creditors; (c) is liquidated or dissolved; (d) commence proceedings under any bankruptcy, insolvency or debtor's relief law; or (e) has proceedings commenced against it under any bankruptcy, insolvency or debtor's relief law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

10.2 Effect of Termination

10.2.1 Termination for Reasons Attributable to SEC

In the event this Agreement is terminated by MEI pursuant to Sections 10.1.1 or 10.1.2, the licenses and any other rights granted herein by SEC to MEI and MEI's Semiconductor Subsidiary(ies), including their respective customers, shall remain effective to the extent provided herein.

10.2.2 Termination for Reasons Attributable to MEI

In the event this Agreement is terminated by SEC pursuant to Section 10.1.2, the license and any other rights granted herein by MEI to SEC and SEC's Semiconductor Subsidiary(ies), including their respective customers, shall remain effective to the extent provided herein.

ARTICLE 11. General Provisions

11.1 Confidentiality

11.1.1 During and after the term of this Agreement, both Parties agree not to disclose themselves and cause their respective Semiconductor Subsidiary(ies) not to disclose the financial terms and conditions of this Agreement or the MOU without obtaining prior written consent of the other Party, except that each Party may disclose this Agreement including financial terms and conditions to the extent that disclosure: (1) may be reasonably necessary to the Parties' respective employees, insurers, lawyers, and accountants; (2) may be necessary in order to obtain enforcement of the terms of this Agreement; or (3) may be required by law, regulation, court order, discovery request, or subpoena.

11.1.2 In the event that a Party is required to disclose this Agreement or the MOU in response to a discovery request, subpoena, or similar disclosure in a legal or regulatory proceeding, the disclosing Party (a) shall give prior written notice to the other Party, including providing the other Party with a copy of the relevant request

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for production or subpoena, (b) shall not disclose this Agreement until five (5) business days after the notification set forth in (a) above, and (c) shall make best efforts to ensure that the disclosure is pursuant to the highest level of confidentiality available under the applicable protective order or other governing agreement, order or regulation. Either Party may disclose the existence of this Agreement, including the names of the parties, scope and term of this Agreement, but excluding financial terms and conditions, through press release or otherwise.

11.2 Authority

Each Party represents and warrants that it has the requisite power, authority, and right to enter into this Agreement on behalf of itself and its Semiconductor Subsidiary(ies) and to consummate the transactions contemplated herein.

11.3 Choice of Laws

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, U.S.A. without giving effect to the conflict of laws principles thereof.

11.4 Headings

Headings included herein are solely for the convenience of reference only, and shall not be construed to limit or further define any term or provision hereof.

11.5 Assignment

11.5.1 This Agreement and the rights and obligations hereunder may not be assigned or delegated by either Party to any third party by written agreement, merger, consolidation, operation of law or otherwise, without prior written approval of the other Party and any attempt to make such assignment or delegation without such prior written approval will be null and void, provided, however, that the licenses and non-assertions granted by the assigning or succeeded Party shall continue to be effective in accordance with the terms hereof. Without limiting the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assignees.

11.5.2 In the event either Party contemplates to assign one or more of its MEI Existing Licensed Patents, MEI Subsequently Licensed Patents, SEC Existing Licensed Patents and SEC Subsequently Licensed Patents, as the case may be, to a third party, such Party contemplating assignment shall cause the licenses, non-assertions and any other rights granted herein to the other Party, other Parties Semiconductor Subsidiary(ies) and their respective customers to be succeeded by such third party assignee. Assignment of any of the MEI Existing Licensed Patents, MEI Subsequently Licensed Patents, SEC Existing Licensed Patents and SEC Subsequently Licensed Patents without such succession of license,

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non-assertion and any other rights granted herein by the third party assignee shall be null and void.

11.6 Waiver

Any of the provisions of this Agreement may be waived by the Party entitled to the benefit thereof. No Party shall be deemed, by act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party, and, then, only to the extent specifically set forth in such writing. A waiver with reference to one event or provision shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event or other provisions.

11.7 Notice

All notices under this Agreement shall be effective on the fifteenth (15th) business day following the date on which it is delivered or on the date when such notices are actually received by the receiving Party, whichever is earlier, either by personal delivery or by registered airmail to the receiving Party at the following address or any other address to be designated by either Party to the other in writing from time to time during the term of this Agreement:

If to MEI:

Matsushita Electric Industrial Co., Ltd.
8F OBP Panasonic Tower
2-1-61 Shiromi, Chuo-ku
Osaka City 540-6208
Japan
Attention: Director
Licensing Center
IPR Operations Company

If to SEC:

Samsung Electronics Co., Ltd.
San #16 Banwol-Dong, Hwasung-City
Gyeonggi-Do, 445-701 Korea

Attention: General Patent Counsel

11.8 Arbitration

Any and all disputes, controversies, differences or claims which may arise between the Parties hereto out of or in relation to the interpretation or the performance of this Agreement shall be settled between the Parties hereto by their

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amicable endeavors. However, if, in spite of such amicable endeavors of the Parties hereto, no solution is reached within ninety (90) days after occurrence of such disputes, controversies, differences or claims, then, they shall be, at the request of either Party, finally settled in San Francisco by arbitration according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators to be appointed in accordance with such Rules, by which each Party concerned is bound. The arbitration proceeding shall be conducted in English language. Judgment upon the award rendered may be entered in any court having jurisdiction for a judicial acceptance of the award and an order of enforcement, as the case may be.

11.9 Severability

If any of the provisions of this Agreement contravenes with the laws of any country, it is agreed that such invalidity or illegality should not invalidate the whole Agreement, but this Agreement shall be construed as if it did not contain the provision or provisions claimed or held to be invalid or illegal in the particular jurisdiction concerned insofar as such construction does not affect the substance of this Agreement, and the right and obligations of the Parties hereto shall be construed and enforced accordingly.

11.10 Consent for Correction of Japanese Patent

With respect to Article 127 of the Japanese Patent Law, which requires a patentee to obtain a consent from its licensee(s) in case the patentee demands a correction or trial for correction of the claims, specification or drawings of such patentee's Japanese patent pursuant to Article 126 or Article 134-2 of the Japanese Patent Law, both Parties hereby acknowledge that, with respect to possible correction of any Japanese Patents included in MEI Existing Licensed Patents, MEI Subsequently Licensed Patents, SEC Existing Licensed Patents and SEC Subsequently Licensed Patents, which either Party may intend to make, such consent is deemed to be given from each Party, being in a position of licensee hereunder, to the other Party, being in a position of licensor hereunder, by this Section 11.10.

11.11 Survival

11.11.1 Survival after expiration of this Agreement

In the event that the full ten (10) year term of this Agreement expires, ARTICLES 4, 8, 9 and 11 as well as Sections 3.1, 3.3, 5.1, 7.2, 10.1.2, and 10.2 shall survive such expiration of this Agreement to the extent provided therein.

11.11.2 Survival after termination of this Agreement

11.11.2.1 In the event this Agreement is terminated by MEI pursuant to ARTICLE 10,

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ARTICLES 4, 6, 8, 9 and 11 as well as Sections 3.1.2, 3.2.2, 3.3, 5.1.2, 5.2.2, 7.2 (with regard to the term of license under SEC Existing Licensed Patents only), 7.3 (with regard to the term of license under the SEC Subsequently Licensed Patents only), 10.1.2, and 10.2 shall survive such termination of this Agreement to the extent provided therein.

11.11.2.2 In the event this Agreement is terminated by SEC pursuant to ARTICLE 10, ARTICLES 4, 6, 8, 9 and 11 as well as Sections 3.1.1, 3.2.1, 3.3, 5.1.1, 5.2.1, 7.2 (with regard to the term of license under the MEI Existing Licensed Patents only), 7.3 (with regard to the term of license under the MEI Subsequently Licensed Patents only), 10.1.2, and 10.2 shall survive such termination of this Agreement to the extent provided therein.

11.12 Independency

The relationship between MEI and SEC is that of independent contractors and nothing contained herein shall be deemed to create an employment, agency, partnership, joint venture or other association. Neither Party shall have the right to bind the other to any agreement or to incur any obligation or liability on behalf of the other Party.

11.13 Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all previous agreements, either oral or written, including without limitation the MOU, negotiations, commitments, if any, between the Parties relating thereto, and shall not be subject to any change or modifications except by written instrument executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate, as of the date first written above, by their duly authorized officers.

Matsushita Electric Industrial Co., Ltd.
(on behalf of all MEI Entities)

Samsung Electronics Co., Ltd.
(on behalf of all Samsung Entities)

By: 福島 能久
Yoshihisa Fukushima
Title: Executive Officer

By: Jeong Jaeh Kong
Title: JEONG -TAEK KONG, Sr. Vp, IP Team

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Appendix B

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PATENT ASSIGNMENT AND TRANSFER AGREEMENT

This Patent Assignment and Transfer Agreement (this "Agreement") is entered into on **January 1, 2015**, (the "Effective Date") by and among Pannova Semic, LLC, a Delaware limited liability company ("ILC"), having a principal place of business at 3954 Freedom Circle Suite 900 Santa Clara, CA 95054-1226, USA (tel: +1-408-869-4000) and Panasonic Corporation, a Japan corporation ("Seller"), having a principal place of business at 1006, Oaza Kadoma, Kasoma-shi, Osaka 571-8501, Japan, who are sometimes hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**," as the context may require.

RECITALS

WHEREAS, Seller wishes to assign and transfer to ILC the Assets (as defined below) for the purpose of ILC making productive use of the Assets as contemplated herein;

WHEREAS, ILC desires to receive the Assets and to make productive use of the Assets as contemplated herein;

WHEREAS, ILC is willing to grant certain rights and privileges to Seller with respect to the Assets as hereinafter set forth;

Now, therefore, in consideration of the mutual covenants and undertakings contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the respective meanings set forth below:

"Adjustable Third Party Expenses"

[REDACTED]

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"Affiliate" shall mean, as to any Person (a) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, (b) any other Person who is a director or officer (i) of such Person, (ii) of any Subsidiary of such Person, or (iii) of any Person described in clause (a) above with respect to such Person, (c) any other Person which, directly or indirectly through one or more intermediaries, is the beneficial or record owner (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended, as the same is in effect on the date hereof) of ten percent (10%) or more of any class of the outstanding stock, or other equity or ownership interests of such Person and (d) in the case such Person is an individual, any other Person who is an immediate family member, spouse or lineal descendant of individuals of such Person or any Affiliate of such Person. For purposes of this definition, the term "control" (and the correlative terms, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, whether through ownership of securities or other interests, by contract or otherwise. An entity shall be deemed to be an Affiliate only so long as such control exists. "Affiliate" shall include any Subsidiary.

"Assets" means the Patents listed in Schedule A, other than Patents that cease to be Assets in accordance with this Agreement.

"Business" has the meaning assigned in Section 5.1.1.

"Covered Products" means any past, present or future products or services of Seller or any Seller Subsidiary to the extent such products or services are within the scope, in whole or in part, of one or more claims of the Assets.

"Debt" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services, (e) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Debt secured thereby has been assumed, (f) all guarantees by such Person of Debt of others, (g) all capital leases of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, and (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances. The Debt of any Person shall include the Debt of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Debt provide that such Person is not liable therefore.

"Fixed Payments" has the meaning set forth in Schedule B.

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"Gross License Proceeds" means [REDACTED]

"Gross Sales Proceeds" means [REDACTED]

"IPVALUE" means IPVALUE Management, Inc. and its Subsidiaries, provided that if there is a an authorized change of control of ILC in which a third party assumes the obligations of IPVALUE relating to the business of ILC, then IPVALUE shall mean such third party, and any references to IPVALUE in this Agreement shall instead refer to such third party that controls ILC.

"IPVALUE Fees" means [REDACTED]

"Lien" means any lien, pledge, hypothecation, assignment, deposit arrangement, mortgage or deed of trust, charge, claim, security interest, easement or encumbrance, or priority or other consensual security agreement or arrangement of any kind or nature whatsoever, whether arising in equity or based on common law, statute, or contract.

"Patent" or "Patents" includes, for any given patent or patent application, all patents, divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof and all pending applications therefor, and all foreign counterparts thereof (including statutory invention registrations) and all pending applications therefor, and any patents resulting therefrom.

"Patent Rights" with respect to any Patent includes all worldwide legal rights, whether or not filed, perfected, registered or recorded, that may exist under the laws of any jurisdiction to and under such Patent, including the right and power to assert, defend and recover title to and collect damages for past, present, and future infringement, misappropriation,

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impairment or unauthorized use of the Patent, the right and power to exclude others from practicing the Patent, and the right and power to seek temporary restraining orders, preliminary and permanent injunctions, and other equitable relief for infringement or misappropriation of the Patent.

"Permitted Lien" means: (a) Liens for taxes, fees, assessments or other governmental charges or levies, that either are not delinquent or are being contested in good faith by ILC in appropriate proceedings and which are adequately reserved for in accordance with U.S. generally accepted accounting principles; (b) licenses to the Assets or any part thereof granted in the ordinary course of ILC's business granted after the date of, and pursuant to the terms and conditions of, this Agreement; (c) mechanics', materialmen's, warehousemen's, carriers', workers', repairers' and similar statutory Liens and Liens to secure statutory obligations or surety or appeal bonds or to secure indemnity, performance or other similar bonds in the ordinary course of business; (d) deposits or pledges made in connection with, or to secure payment of, worker's compensation, unemployment insurance, old age pension programs mandated under applicable law or other social security or in connection with casualty insurance; and (e) restrictions on the transfer of securities arising under federal and state securities laws.

"Person" means any natural person, corporation, joint stock company, limited liability company, association, partnership, firm, joint venture, organization, business, trust, estate or any other entity or organization of any kind or character.

"Quarterly Revenue Statements" is defined in Section 5.1.7.

[REDACTED]

"Seller License" is defined in Section 2.4(a).

"Semiconductor Device" means one or more semiconductor device(s) that directly or indirectly implements one or more of the claimed inventions of the Assets; provided that, for avoidance of doubt, a "Semiconductor Device" is a semiconductor device sold as a component that directly or indirectly implements one or more of the claimed inventions of the Assets and is not a complete end-user product that includes a semiconductor device, such as a camera.

"Subsidiary" means a current or future legal entity of which a Person owns or controls directly or indirectly more than fifty percent (50%) of the Voting Interests, or the maximum percentage of shares permitted under local laws or regulations in those countries where more than fifty percent (50%) ownership by a foreign entity is not permitted. Subsidiary includes any legal entity in which a Party and/or its Subsidiaries jointly owns or controls more than fifty percent (50%) of the Voting Interests. An entity shall be deemed a Subsidiary only for so long as such direct or indirect ownership or control of more than fifty percent (50%) exists.

"Term" is defined in Section 7.1.

"Transition Period" means the period commencing on the Effective Date and ending sixty (60) days thereafter.

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"Voting Interests" with respect to any entity means the stock, membership interests, partnership interests or other equity or ownership interests of such Person that are entitled to elect directors, appoint the manager of a limited liability company or otherwise have the power to direct or cause the direction of the management or policies of such entity.

ARTICLE II THE TRANSACTIONS

Section 2.1 **Assignment and Transfer.** As of the Effective Date, in consideration of the rights to receive the payments set forth in Section 2.3 on the terms and subject to the conditions in this Agreement, Seller hereby conveys, transfers, assigns and delivers to ILC, and ILC hereby takes delivery of and acquires from Seller, all of Seller's right, title and interest, including, Patent Rights, in and to the Assets. On the Effective Date, Seller shall deliver to ILC a duly executed Transfer Assignment Document in the form of Exhibit A hereto. From time to time after the Effective Date, at the reasonable request of ILC, subject to the Section 4.1, Seller shall execute and deliver any further instruments and take such other action as may be reasonably requested by ILC to vest or confirm in ILC title to the Assets or otherwise carry out the sale, conveyance, transfer and assignment of the Assets contemplated hereby. For the avoidance of doubt, the costs incurred that are necessary to perform procedures to register the conveyance, transfer and assignment of the Assets to the associated U.S. or foreign patent offices shall be at ILC's cost and expense but shall be Adjustable Third Party Expenses.

Section 2.2 **Effect of Assignment and Transfer.**

(a) Upon the effectiveness of the assignment and transfer of any of the Assets as set forth in Section 2.1, such assignment and transfer with respect to such Assets shall be deemed absolute and irrevocable. Such assignment and transfer will have no effect on licenses or other similar commercialization of the Assets entered into by Seller prior to the Effective Date.

(b) Without limiting the generality of the foregoing and except as set forth in this Agreement, subject to Section 5.1.4, following assignment and transfer of the Assets, ILC shall have sole discretion to determine whether to assert or pursue infringement of, or settle infringement claims relating to the Assets, to determine whether and to whom to license the Assets, and to determine the expenditure of ILC's funds to carry out the Business consistent with its obligations to Seller hereunder.

(c) During the Transition Period, Seller shall be solely responsible for all costs and fees associated with prosecuting and maintaining the Assets (including payment of all prosecution, issuance, maintenance, annuity and other fees and charges necessary to maintain the Assets in the associated U.S. or foreign patent offices). During the Transition Period, Seller shall have the right to direct and control the prosecution of the Assets (provided that Seller shall not abandon any Asset without ILC's prior written consent), and thereafter ILC shall be solely responsible for all costs and fees associated with prosecuting and maintaining the Assets and shall direct and control the prosecution of the Assets. ILC will promptly reimburse Seller for the costs and fees paid by Seller in accordance with this subsection during the Transition Period.

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Section 2.3 Compensation. For the Assets transferred to ILC hereunder: (a) ILC shall pay Seller [REDACTED]

Section 2.4 License to Seller and Seller Subsidiaries. ILC grants to Seller and Seller Subsidiaries a license in accordance with and subject to the following terms:

(a) ILC hereby grants to Seller and Seller Subsidiaries (except for the Subsidiaries granted sublicense from Seller), under the Assets, and for the lives thereof, a world-wide, royalty-free, non-exclusive, non-sublicensable (except for the right of Seller to grant sublicenses to Seller Subsidiaries, which licenses are the same or lesser in scope as the license granted to Seller, without notice or accounting), non-transferable (except as expressly provided herein) right and license ("Seller License") to practice the methods and to make, have made, use, distribute, lease, sell, offer for sale, import, export, develop and otherwise dispose of and exploit any Covered Products. The Seller License shall include foundry or contract manufacturing activities (such as OEM or ODM) ("Outsourcing Arrangements") that Seller or Seller Subsidiaries currently undertake on behalf of any Person that is not Seller or a Seller Subsidiary or may undertake in the future. For avoidance of doubt, the Seller License for Outsourcing Arrangements is only applicable to the activities conducted by Seller or Seller Subsidiaries, and any activities conducted by any Person other than Seller or Seller Subsidiaries are outside the scope of Seller License. ILC, on behalf of itself and all of its direct and indirect successors and assigns, acknowledges and covenants that ILC's acquisition of the entire right, title, and interest in and to the Assets pursuant to this Agreement is subject to the license rights granted (i) to Seller and its Subsidiaries in this subpart (a); and (ii) to Seller's customers in subpart (b) and (c), which rights shall run with the Asset and be binding on any direct and indirect successors, assigns, or purchaser of ILC. Any attempted transfer or assignment of the Seller License or Assets will be null and void unless undertaken in accordance with this Agreement.

(b) ILC grants to third parties directly or indirectly purchasing [REDACTED] under the Assets, and for the lives thereof, a world-wide, royalty-free, non-exclusive, non-transferable, non-sublicensable, right and license to sell, offer to sell, use, import, or otherwise dispose of such [REDACTED], including to make, have made, use, offer to sell, sell, import or otherwise dispose of any products that are a combination of any such [REDACTED] and anything other than such [REDACTED] but only to the extent that such [REDACTED] substantially embody claimed material features of the Assets. [REDACTED], an internal division company within Seller, as described in Exhibit H, including any predecessor business unit thereof and any future business unit derived therefrom or originated thereby and Subsidiaries controlled and managed by such [REDACTED]. The right and license granted under this subpart (b) shall be called a "Customer License".

(c) Notwithstanding anything in Section 2.4(a)-(b) to the contrary, in the event of a sale or other disposition of any of Seller's business assets (whether by acquisition, merger, or otherwise) to an acquiring Person, the Seller License and Customer License shall continue to benefit Seller and Seller Subsidiaries and shall additionally benefit the acquiring Person, provided that the Seller License or Customer License shall extend to all products within those categories of

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Covered Products in commercial production at Seller or any Seller Subsidiary prior to such an event, as well as all future products within those same categories of Covered Products, but shall not extend to the production of products attributable to the acquiring Person's existing business. Notwithstanding the foregoing, the Seller License and Customer License shall extend to all of the business of an acquiring Person who merges, acquires or succeeds to Seller's [REDACTED] and such acquiring Person's Subsidiaries, but only if (1) such acquisition occurs within one year of the Effective Date, (2) the acquiring Person and its Subsidiaries are not one of the companies listed on Schedule C (companies without semiconductor license); and (3) only if and to the extent that Seller licenses Seller's retained portfolio of patents to such acquiring Person and Person's Subsidiaries (i.e. any restrictions, terms or conditions that Panasonic imposes on the license that Panasonic grants to the acquiring Person with respect to Panasonic patents shall also apply to the Seller License and Customer License that the acquiring Person receives).

(d) Notwithstanding anything in Section 2.4(a)-(b) to the contrary, in the event of a sale or other disposition by Seller of a Seller Subsidiary of any of a Seller Subsidiary's business assets (whether by acquisition, merger, or otherwise) to an acquiring Person, the license granted in this Section 2.4 shall continue to benefit Seller and any such Seller Subsidiary and shall additionally benefit the acquiring Person, provided that, with respect to the acquiring Person, the license granted in this Section 2.4 shall extend to all products within those categories of Covered Products in commercial production at the divesting Seller Subsidiary prior to such an event, as well as all future products within those same categories of Covered Products, but shall not extend to the production of products attributable to the acquiring Person's existing business. Notwithstanding the foregoing, the license granted in this Section 2.4 shall extend to all of the business of an acquiring Person who merges, acquires or succeeds to Seller's [REDACTED] and such acquiring Person's Subsidiaries, but only if (1) such acquisition occurs within one year of the Effective Date, (2) the acquiring Person and its Subsidiaries are not one of the companies listed on Schedule C (companies without semiconductor license); and (3) only if and to the extent that Seller licenses Seller's retained portfolio of patents to such acquiring Person and Person's Subsidiaries (i.e. any restrictions, terms or conditions that Panasonic imposes on the license that Panasonic grants to the acquiring Person with respect to Panasonic patents shall also apply to the Seller License and Customer License that the acquiring Person receives).

(e) Nothing in this Agreement shall be deemed by implication or otherwise to convey any rights to Seller or any Seller Subsidiary or to ILC under any Patents other than the Assets. Seller and Seller Subsidiaries shall not exercise their rights under this section 2.4 in bad faith or in a manner that would reasonably be viewed as a circumvention of the business objectives of this Agreement.

Section 2.5 Release and Covenant Not To Sue Seller and Seller Subsidiaries. In addition to the aforesaid Seller License, ILC hereby voluntarily and irrevocably, on a worldwide basis, releases Seller and Seller Subsidiaries from, and covenants not to sue Seller and Seller Subsidiaries based on, any and all rights, claims, debts, liabilities, demands, obligations, promises, damages, causes of action, and claims for relief that ILC may have had, has, may have asserted, may now have or assert, and may hereafter have or assert against Seller and Seller Subsidiaries, for infringement of the Assets, whether now existing or hereafter arising, until the expiration of the last to expire of the Assets. The Parties agree that the Release/Covenant shall be for the benefit of not only Seller and Seller Subsidiaries, but also of their downstream customers of the Covered

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Products. Both Parties, having specific intent to release Seller and Seller Subsidiaries from all potential claims within the scope of the Release/Covenant described in this Section, whether known or unknown, do hereby acknowledge and expressly waive the provisions of Section 1542 of the California Civil Code (and similar provisions in other jurisdictions, whether by statute or common law), which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his settlement with debtor.”

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Seller. Seller represents and warrants to ILC that the following representations and warranties are true and correct as of the Effective Date.

(a) **Organization and Authority.** Seller is a corporation duly organized under the laws of Japan. Seller has full power and authority to execute this Agreement and to perform its obligations hereunder, including the right to sell and assign the Assets and Seller's Patent Rights with respect to the Assets, and make the covenants to ILC contained herein.

(b) **No Violations.** Seller's execution of this Agreement and the performance by Seller of its obligations hereunder shall not: cause a violation of Seller's certificate of incorporation or bylaws; cause a breach, allow any party to terminate, or require the consent of any third party under any agreement to which Seller is a party or by which the business or property of Seller is bound; or, cause any violation of law or of a judgment or order of any court or governmental body that, in any case, would have a material adverse effect on the ability of Seller to perform its obligations hereunder.

(c) **Title.** Except as otherwise provided herein, Seller owns all right, title, and interest in and to the Assets. Except as otherwise provided herein, Seller has not created or permitted any liens, encumbrances, claims, or other rights to acquire any ownership interest in or to the Assets.

(d) **Unlicensed Entities.** To the knowledge of Seller, based on a good faith search of the patent licensing database of Panasonic Intellectual Property Management Co., Ltd (which Subsidiary is responsible for maintaining records of licenses entered into by Seller) using the list of Persons set forth in Schedule C to this Agreement, none of the Persons listed on Schedule C to this Agreement (the "White List") (a) has a license, release, covenant not to sue, non-assertion right or other right to practice any of the Assets as of the Effective Date; or (b) has any right or option to receive any license, release, covenant not to sue, non-assertion right or other right under, or with respect to, any of the Assets as of the Effective Date. The Parties agree and understand that in making the White List, Seller has not considered any licenses, rights, or options to grant a license under the Assets: (i) to make, have made, use, sell, offer for sale, or otherwise dispose products other than Semiconductor Devices, such as any license for making, having made, using, selling, offering for sale or otherwise disposing of a complete end-user product that includes

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a Semiconductor Device (ii) which are past licenses expired as of the Effective Date, (iii) by operation of law or equity, (iv) implicitly, (v) appurtenant to the sale or other transfer by Seller or Seller Subsidiaries of Semiconductor Devices, (vi) appurtenant to development, services, technology or know-how license agreements, or (vii) to any Person not identified in the White List. To the extent that either Party discovers any Person should be removed from Schedule C or upon finding any errors on Schedule C, the Parties hereby agree that Schedule C shall be amended accordingly, without further consideration, and Schedule C as amended shall become part of this Agreement. At the reasonable written request of ILC during the Term but not to exceed once per each anniversary year from the Effective Date, Seller shall answer, to the knowledge of Seller, whether any entity that is listed in the written request of ILC at the time of receipt date of such written request (i) have or will have during the remaining Term a license, release, covenant not to sue, non-assertion right or other right to practice any of the Assets or (ii) have or will not have during the remaining Term any right or option to receive any license, release, covenant not to sue, non-assertion right or other right under, or with respect to, any of the Assets.

(e) **Patent Filings and Fees.** To the best of its knowledge, Seller has made all filings with governmental agencies and obtained all assignments (including invention assignments from its employees) in accordance with applicable laws as necessary to claim and protect all rights in the Assets, and has paid all maintenance fees, annuities, and other fees and charges necessary to maintain the Assets in full force and effect in the relevant U.S. or foreign patent offices through the Effective Date.

(f) **Litigation.** There is no litigation, arbitration, patent office proceeding filed by a third party (including reissue, reexamination and opposition proceedings), governmental investigation relating to the Assets and/or Patent Rights with respect thereto (each an "Action") pending against Seller, its Subsidiaries, or their directors, officers, stockholders, or employees, other than those listed in Schedule D hereto, nor, to the best of Seller's knowledge, is there any reasonable factual or legal basis for any such Action, nor, to the best of Seller's knowledge, is any such Action currently threatened.

Section 3.2 Representations and Warranties of ILC. ILC represents and warrants to Seller that the following representations and warranties are true and correct as of the Effective Date.

(a) **Organization and Authority.** ILC is a limited liability company duly formed under the laws of the State of Delaware. ILC has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by ILC of its obligations under this Agreement have been duly authorized by all necessary or desirable action of ILC and its members and this Agreement constitutes the legal valid and binding obligation of ILC, enforceable against it in accordance with its terms. ILC's execution of this Agreement, and the performance by ILC of its obligations hereunder, shall not cause a violation of ILC's certificate of formation or limited liability company operating agreement; cause a breach under, or allow any party to terminate, or require the consent, which has not been obtained and is not in full force and effect, of any third party under any agreement to which ILC is a party or by which the business or property of ILC is bound; or, cause any violation

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of law or of a judgment or order of any court or governmental body. ILC has furnished to Seller true, complete and correct copies of its certificate of formation or limited liability company operating agreement not later than five days prior to the Effective Date.

(b) **Funding.** As of the Effective Date, [REDACTED]

Section 3.3 No Other Representations or Warranties. OTHER THAN THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH HEREIN, THE PARTIES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR PERFORMANCE, ANY REPRESENTATION OR WARRANTY OF NONINFRINGEMENT OR TITLE, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE SPECIFIC WRITTEN REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

ARTICLE IV CERTAIN POST-CLOSING COVENANTS OF SELLER

Section 4.1 Information. Within sixty (60) days after the Effective Date, Seller shall provide to ILC a copy of all material files which are listed in Schedule E and kept by Seller for each of the first thirty (30) Assets (as well as any family members of such thirty Assets) specified by ILC in Schedule I and within the next sixty (60) days for each of the second thirty (30) Assets (as well as any family members of such thirty Assets) in Schedule I. In addition to this, after a reasonable written request by ILC during the Term but not to exceed twice per each anniversary year from the Effective Date and ten (10) Assets (as well as any family members of such ten Assets) per request, Seller shall provide to ILC a copy of all material files kept by Seller for each of the Assets, provided that (i) ILC makes such written request prior to the filing by ILC of each litigation, enforcement proceeding or post-issuance proceeding for those Asset(s) subject to ILC's written request ("Asset Litigation"), (ii) the written request shall be limited to the information listed in Schedule E, and (iii) within sixty (60) days Seller shall respond to ILC's written request, except that (1) Seller shall have no obligation to respond to such written request, and ILC shall not be entitled to any response by Seller regarding the Assets that are the subject of Asset Litigation, upon the date of filing the Asset Litigation. For the avoidance of doubt, Seller is not obliged to provide any information not listed in Schedule E under the preceding provisions of Section 4.1. Upon written inquiry of ILC with respect to an assertion by a potential infringer that it has a license from Seller, Seller will respond within ten (10) days verifying whether such a license exists and providing the basic terms of such agreement relating thereto, subject to any confidentiality limitations applicable to such information.

Section 4.2 Assistance. Upon request by ILC, Seller will provide ILC with the reasonable assistance of certain Seller employees reasonably necessary for ILC's evaluation of the Assets and related licensing activities to the extent that (i) such communication is protected under

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the relevant privileges, including but not limited to, attorney client privilege, work product immunity, and common interest privilege, (ii) such cooperation does not affect or interfere with ILC's standing to assert, and (iii) such cooperation or assistance does not impair any right or breach of any obligation under any existing agreement in which Seller or its Subsidiaries is a party. For such assistance, ILC shall pay Seller [REDACTED]. ILC shall also pay all reasonable travel and other reasonable, out-of-pocket costs related to or necessitated by Seller's assistance. Seller shall have no obligation to provide such assistance to ILC, and ILC shall not be entitled to any assistance by Seller regarding any Assets that are the subject of Asset Litigation after the date of filing of such Asset Litigation.

ARTICLE V CERTAIN POST-CLOSING COVENANTS OF ILC

Section 5.1 Affirmative Covenants. For so long as ILC owns any of the Assets, ILC hereby covenants and agrees with Seller as follows:

Section 5.1.1 ILC Activities. ILC's business shall consist of the prosecution, maintenance, licensing, litigation, enforcement, sales and other exploitation of the Assets and such business activities as are related thereto or logical extensions thereof (the "Business") and ILC shall engage in no business or activity other than the Business.

Section 5.1.2 Maintenance of the Assets. ILC shall use commercially reasonable efforts to maintain the Assets in a manner that supports ILC's commercialization activities for the Assets.

Section 5.1.3 Reporting on Progress of Business.

(a) At least once each year, and upon request of Seller not more frequently than once each calendar quarter, ILC shall keep Seller apprised of the progress of the Business in a written report. Within a reasonable time after receiving a written report, Seller may request an oral consultation with ILC to discuss the report. This oral discussion may be done by telephone or an in-person meeting when practical. ILC shall provide Seller with written notice thereof. ILC agrees that it shall inform Seller a reasonable time before it makes Major Decisions regarding exploitation of the Assets. "Major Decisions" shall mean initiating contact with any potential licensees to offer a license and initiating legal action against a potential licensee.

(b) Promptly upon becoming aware of any pending or threatened claim, action, proceeding, litigation, development, or any other information, that, would reasonably be expected to (i) have any material adverse effect upon or change in the validity or enforceability of this Agreement; or (ii) has materially impaired or would reasonably be expected to materially impair the ability of ILC to perform its obligations hereunder or to consummate the transactions under this Agreement, ILC shall provide Seller with written notice thereof.

Section 5.1.4 Revenue Generation. ILC shall pursue the licensing, litigation, enforcement and other exploitation of the Assets to generate revenue for so long as ILC determines in good faith, taking into consideration the best interests of ILC and Seller, that it is commercially reasonable to do so. Seller acknowledges that ILC shall have reasonable sole discretion to determine which Persons to pursue or not pursue with respect to the licensing, litigation,

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enforcement and other exploitation of the Assets. In the event ILC determines it will no longer exploit a family of Patents within the Assets, ILC shall notify Seller and give Seller a ninety (90) day option to acquire ILC's rights to the family for the consideration of ten (10) United States Dollars, provided that such assignment does not violate a common ownership provision in any terminal disclaimer filed in a Patent owned by ILC, at Seller's expense.

Section 5.1.5 Resale of Assets. (a) If ILC wishes to sell, transfer, convey, assign, or grant an exclusive license to or otherwise dispose of (collectively, "Resale," or to "Resell" or "Resold," in the form of verb) any Asset to any Person (each, a "Patent Acquirer"),

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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(e) Any attempted Resale of any of the Assets will be null and void unless undertaken in accordance with this Section 5.1.5 or unless otherwise consented to in writing by Seller.

(f) This section 5.1.5 shall not apply to any sale, transfer, conveyance, assignment, or grant of Assets as part of an overall non-exclusive license agreement to a bona fide third party if such sale, transfer, conveyance, assignment or grant of Assets includes only 1) Assets that are not being asserted by ILC against third party infringers other than the non-exclusive licensee after two (2) years following Effective Date; and/or 2) [REDACTED]

(g) Notwithstanding the foregoing, Seller has an option to buy back one or more of the Assets agreed between Seller and ILC at a reasonable value of such Assets that is agreed between Seller and ILC at any time from Effective Date to the last day on which the last of the Assets expire, but only if such Assets have not specifically been asserted by ILC against a third party, or offered for sale to a third party. Proceeds from such purchase by Seller shall be distributed in accordance with Section 2.3 (b).

(h) For the avoidance of doubt, upon transfer of such Assets to Seller or to a Patent Acquirer, such transferred Assets shall cease to be Assets under this Agreement, except with respect to the encumbrances which arose on or before the transfer date of the Assets including, but not limited to, Seller License, which shall survive any transfer of the Assets to a Patent Acquirer.

Section 5.1.6 Patent Non-Renewal.

(a) Should ILC decide not to pay the renewal, annuity, or maintenance fee on any of the Assets, ILC shall notify Seller of its decision no later than ninety (90) days prior to the time that any such renewal, annuity, or maintenance fee is due. Prior to thirty (30) days before any such renewal, annuity, or maintenance fee is due, upon notice to ILC, Seller shall then have the right to require ILC to assign any such Assets to Seller and to grant back to Seller all Patent Rights, title and interest in the Asset without monetary consideration, but only if such assignment does not violate a common ownership provision in any terminal disclaimer filed in a Patent owned by ILC, in which case Seller shall pay the applicable renewal, annuity or maintenance fee.

(b) Should ILC decide to abandon a pending application, ILC shall notify Seller of its decision no later than sixty (60) days prior to the response due date. Prior to thirty (30) days before any such due date Seller shall notify ILC of Seller's request. Upon notice and request from Seller to ILC, ILC shall file the necessary response pursuant to Seller's designation and Seller shall then have the right to require ILC to assign any such pending application and to grant back to Seller all the rights thereof, and title and interest therein, without monetary consideration, but only if such assignment does not violate a common ownership provision in any terminal disclaimer filed in a Patent owned by ILC. ILC shall complete such assignment to Seller no later than twenty (20) days before any such renewal, annuity, or maintenance fee is due.

(c) In the event any of the Assets becomes abandoned in contravention of the foregoing, ILC shall take all actions reasonably requested by Seller necessary to revive or reinstate such abandoned Asset, including the payment of any necessary fees and expenses. Seller shall then

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have the right to have such Asset and associated Patent Rights assigned and granted to Seller in accordance with the foregoing.

(d) For the avoidance of doubt, upon transfer Assets to Seller under this Section 5.1.6, such transferred Assets shall cease to be Assets under this Agreement.

Section 5.1.7 Payments, Accounting Statements and Audit Rights.

[REDACTED]

Section 5.1.8 Protection. ILC shall not make Seller, its Subsidiaries or any future assignee of this Agreement join as a party to any litigation involving the Assets and relating to their licensing or other exploitation by ILC, unless a court determines that Seller, its Subsidiaries or any future assignee is a necessary party. If a court determines Seller, its Subsidiaries or any future assignee is a necessary party, ILC agrees to reimburse Seller for all reasonable costs and expenses incurred by Seller that are approved by ILC in advance in connection with the litigation.

Section 5.1.9 ILC Performance. ILC shall achieve the performance requirements for commercialization of the Assets set forth on Schedule G in all material respects.

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Section 5.2 Negative Covenants. For so long as ILC exploits all or any portion of the Assets and is obligated to [REDACTED] to Seller hereunder and in furtherance of the performance of the obligation to make such payments, ILC hereby covenants and agrees with Seller as follows:

Section 5.2.1 No Other Indebtedness or Liens. ILC shall not (a) create, incur, assume or suffer to exist any Debt (contingent or otherwise) unless the holder of any such Debt agrees to be subordinated in right of payment to the obligations of ILC with respect to the Revenue Share Payments and Fixed Payments, or (b) create, incur, agree to or suffer to exist any Lien other than Permitted Liens, unless the beneficiary of any such Lien agrees that its claims with respect to the Assets are subordinate to the claims of Seller with respect to the payment of the Revenue Share Payments and Fixed Payments, in any case, on terms satisfactory to Seller in its reasonable discretion.

Section 5.2.2 Licensing Transactions. ILC shall not put any of the Patents into any pool or license the Patents jointly with patents of any other Person or through any group or consortium, without the prior written consent of Seller in its reasonable discretion.

Section 5.2.3 Transactions with Affiliates. ILC shall not enter into any transaction with any Affiliate, employee, or agent of ILC or IPVALUE, or any Person named on Schedule F, including but not limited to, the purchase, sale, license or exchange of any of the Assets, except on terms and conditions that are reasonable and fair to ILC and not less favorable than the terms that could be obtained by ILC in an arm's length transaction with an unrelated third party. Seller acknowledges that ILC may engage IPVALUE to provide marketing, licensing, sales, management, or other services in support of the Business provided that the cost of such services shall not constitute [REDACTED].

Section 5.2.4 Distributions. ILC shall not, at any time, make or pay any dividend or distribution unless [REDACTED] and reimbursement of any reimbursable expenses due and payable to Seller under this Agreement have been paid in full and after giving effect to any such distribution ILC has sufficient assets and liquidity to meet its reasonably anticipated obligations as they come due for the next twelve months. Dividends or distributions shall not be made more frequently than quarterly.

Section 5.3 Winding Up. ILC shall have the right to wind up of ILC. In the event ILC decides to wind up ILC, ILC shall notify Seller promptly of the decision prior to initiating a dissolution and winding up and transfer the Assets back to Seller at no charge. Upon completion of the winding up of the ILC, all covenants in Section 5.1, except for the Section 5.1.7, shall cease.

Section 5.4 Conflict of Interest. Seller acknowledges that ILC shall have sole discretion to determine which Persons to pursue or not to pursue in conducting the Business. Specifically, ILC reserves the right not to assert the Assets against the companies listed in Schedule F below (which schedule may be updated to add new commercial partners or associates of IPVALUE), and Seller acknowledges and agrees that exercise of this discretion and right by ILC with respect to the Persons listed on Schedule F shall not form a basis for alleging that ILC breached any obligation under this Agreement.

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Section 5.5 Tax Matters. All payments under this Agreement will be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by any applicable law. Each Party shall be responsible for all fees, taxes, duties, and banking charges applicable to that Party under applicable laws. The parties agree to, upon request, reasonably cooperate in order to minimize any U.S. federal, state or local taxes that might be imposed on Seller in respect of the transaction under this Agreement or any payments thereunder. ILC shall be responsible for taking all appropriate or required procedures therefore and consistent with the Tax Treaty between the United States of America and Japan, including but not limited to (i) obtaining and submitting any necessary documents to the relevant tax authorities as may be needed to avoid such deduction or withholding, and (ii) in the event that it is not possible to avoid such deduction or withholding and ILC pays such taxes on behalf of Seller, promptly providing to Seller official tax receipts indicating such payment. Seller shall cooperate in providing such necessary documents or related information as ILC shall request. ILC agrees and covenants that, to the extent permissible by law or regulation, for all U.S. tax and accounting purposes, neither it (nor any person directly or indirectly owning any interest therein) shall treat or report the transaction under this Agreement as a joint venture or a partnership.

Section 5.6 Continuation of Prior Licenses. ILC, on behalf of itself, its Subsidiaries, and their successors and assigns of this Agreement or Assets, acknowledges and covenants that (i) ILC's acquisition of the entire right, title, and interest in and to the Assets pursuant to this Agreement is subject to any and all outstanding licenses, options to acquire licenses, or other rights existing in third parties under agreements executed by Seller prior to the Effective Date of this Agreement (collectively, the "Prior Licenses"), all of which shall run with the Assets and shall remain in full force and effect in accordance with their respective terms in effect as of the Effective Date; (ii) ILC shall respect and comply with, and not interfere with, any Prior Licenses once ILC is informed of such Prior Licenses; and (iii) once ILC is informed of any Prior Licenses, ILC agrees not to challenge the validity and enforceability of such Prior Licenses on the grounds that they were not of record, or that ILC, its Subsidiaries, or its or their successors or assigns had no notice of or were otherwise unaware of such Prior Licenses.

Section 5.7 Service Providers. ILC may engage service providers, including IPVALUE, to help carry out ILC's business activities.

ARTICLE VI CONFIDENTIALITY

For purpose of this Section, "Confidential Information" means (a) any business or technical nonpublic information of ILC or Seller, whether oral or written, (b) any other oral or written information of ILC or Seller that is specifically designated by the disclosing party as confidential, and (c) the terms and conditions of this Agreement. Confidential Information shall not include information that (i) was in the public domain at the time it was disclosed or becomes part of the public domain after disclosure by or through no action or omission to act of the receiving party or its representatives; (ii) was or becomes known to the receiving party prior to the time of its disclosure without breach of this Agreement or any other obligation of confidentiality to the disclosing party as proven by the written records of the receiving party; (iii) is independently developed by the receiving party without using the Confidential Information; (iv) is legally

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received by the receiving party from a third party, without any obligation to keep it confidential; or (v) is approved for disclosure by prior written permission of an authorized signatory of the disclosing party. Each party shall maintain the Confidential Information of the other party in strict confidence. Each party shall exercise no less than reasonable care with respect to the handling and protection of such Confidential Information. Each party shall use the Confidential Information of the other party only as expressly permitted herein, and shall disclose such Confidential Information only to its employees, independent contractors, lawyers and agents as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (subject to binding use and disclosure obligations as protective as those set forth herein). Notwithstanding the above, the receiving party may disclose Confidential Information of the disclosing party pursuant to a valid order or requirement of a court or government agency, provided that the receiving party shall first give reasonable notice to the disclosing party to contest such order or requirement and takes all reasonable actions (including cooperating with each other Party) to ensure that any such disclosure is made subject to a protective order that restricts public disclosure of such information to the greatest degree possible. Any such disclosure by the receiving party of the Confidential Information of the disclosing party, shall, in no way, be deemed to change, affect or diminish the confidential status of such Confidential Information.

ARTICLE VII Term / Breach

Section 7.1 Term. Unless earlier terminated, the term of this Agreement shall commence on the Effective Date and will remain in effect until the later of the date when ILC is no longer managing any of the Assets or the date on which all payment obligations due under this Agreement have been performed (the "Term").

Section 7.2 ILC Event of Default. An "ILC Event of Default" shall mean the occurrence of one or more of any of the following events:

Section 7.2.1 Payment Default. A Payment Default occurs when [REDACTED]

Section 7.2.2 Covenant Defaults. If ILC fails to perform or observe any monetary covenant [REDACTED] other covenant, agreement or warranty which failure continues after thirty (30) days' written notice thereof (provided that if such default is not reasonably susceptible of cure within said thirty (30) day period, and ILC commences a cure of such default within said thirty (30) day period, and thereafter diligently pursues such cure, then ILC shall have an additional period of thirty (30) days in which to effect such cure prior to a ILC Event of Default arising hereunder).

Section 7.3 Seller Event of Default. A "Seller Event of Default" shall mean if Seller fails to perform or observe any covenant, agreement or warranty which failure continues after thirty (30) days' written notice thereof (provided that if such default is not reasonably susceptible of cure within said thirty (30) day period, and Seller commences a cure of such default within said thirty (30) day period, and thereafter diligently pursues such cure, then Seller shall have an additional period of thirty (30) days in which to effect such cure prior to a Seller Event of Default arising hereunder).

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Section 7.4 Special Event of Default. A "Special Event of Default" shall mean the occurrence of one or more of any of the following events:

Section 7.4.1 Payment Event of Default. A Payment Event of Default occurs when ILC fails to make [REDACTED] or ILC fails to make any [REDACTED] within ninety (90) days of when due. Any deficiency determined pursuant to Section 5.1.7 shall not be deemed a failure to make a [REDACTED].

Section 7.4.2 Involuntary Proceedings. If a case is commenced or a petition is filed against ILC or IPVALUE under any debtor relief law or if a receiver, conservator, liquidator, or trustee of ILC or IPVALUE or of any material asset of ILC is appointed by court order and such order remains in effect for more than thirty (30) days, or if any material asset of ILC is sequestered by court order and such order remains in effect for more than thirty (30) days; provided, however, that, if any such order remains in effect after such thirty (30) day period and ILC or IPVALUE is diligently pursuing the dismissal of such order, such period shall be extended to ninety (90) days.

Section 7.4.3 Voluntary Proceedings. If ILC or IPVALUE voluntarily seeks, consents to, or acquiesces in the benefit of any provision of any debtor relief law, whether now or hereafter in effect, consents to the filing of any petition against it under such law, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts generally as they become due, or consents to or suffers the appointment of a receiver, trustee, liquidator, or conservator for it or any part of its assets.

Section 7.5 Change of Control. A "Change of Control" occurs if IPVALUE ceases to maintain Control of ILC or to be under common Control with ILC during the Term; provided that a reorganization of IPVALUE and its Subsidiaries that otherwise would constitute a Change of Control shall not be deemed a Change of Control if (i) the successor to IPVALUE's relevant business in such reorganization continues to Control the ILC, and (ii) such successor assumes the same obligations of IPVALUE. For purposes of this Section 7.5, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of ILC, whether through ownership of securities or other interests, by contract or otherwise. ILC shall provide notice to Seller prior to a Change of Control. Notwithstanding the foregoing, if any entity which has an adverse material impact on ILC's duty to serve in the best interest of ILC and Seller to pursue the licensing, litigation, enforcement and other exploitation of the Assets set forth in Section 5.1.4 in this Agreement including, but not limited to, [REDACTED], obtains Control of ILC, such change of Control shall be deemed as Change of Control. Notwithstanding the foregoing, if ILC provides written notice to a transaction that otherwise would cause a Change of Control, and Seller provides written consent to a transaction, which consent shall not unreasonably be withheld, conditioned or delayed, then such transaction shall not be deemed as Change of Control. For the avoidance of doubt, requiring the successor of IPVALUE to assume the obligations of IPVALUE relating to the business of ILC shall not be deemed to be an unreasonable condition.

Section 7.6 Remedies upon an Event of Default. Upon the occurrence of any ILC Event of Default or any Seller Event of Default, the non-defaulting party may initiate dispute resolution proceedings in accordance with Article VIII.

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Section 7.7 Remedies upon a Special Event of Default and Change of Control.

Upon the occurrence of any Special Event of Default or Change of Control, Seller shall be entitled to have the Assets and each of the Patents included in the Assets assigned back to Seller or its designee and ILC shall return to Seller or such designee and, upon the written request of Seller, the Assets and all non-privileged materials relating to the Assets that have been received by ILC or developed by ILC during the term of this Agreement prior to such Special Event of Default or Change of Control without charge to Seller. In such case, ILC shall reimburse costs and expenses incurred by Seller in accordance with this Section 7.7, if any.

Section 7.8 Survival. Sections 2.3, 2.4, 2.5, 3.3, 5.1.7, and Articles VI, VIII and IX shall survive the expiration of this Agreement.

Section 7.9 Survival of ILC Licenses. For the avoidance of doubt and notwithstanding any other provision of this Agreement, in the event ILC assigns any of the Assets to Seller or any designee of Seller in accordance with this Agreement, any rights under the Assets granted to a licensee by ILC prior to such assignment shall survive such assignment in accordance with the terms of the agreement with the licensee, and the Assets so assigned shall be subject to the licenses (including covenants not to sue and releases) granted in such agreement with the licensee.

ARTICLE VIII DISPUTE RESOLUTION

(a) The parties shall, in good faith, attempt to resolve any dispute or difference which may arise between them in relation to this Agreement ("**Dispute**") by meeting to discuss and identify a resolution of the Dispute. The above meeting shall be held in a timely manner after one party has given written notice to the other party that a Dispute has arisen. If the Dispute has not been resolved within thirty (30) days of the meeting, either party may initiate binding arbitration as provided in this Section.

(b) Unless otherwise agreed, any arbitration of any Dispute shall be conducted on a confidential basis under the then current commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted before a single arbitrator in New York City, New York, pursuant to the substantive law of the State of New York. The parties shall appoint the arbitrator by agreement, if possible; barring such agreement, the arbitrator shall be appointed in accordance with the aforesaid Arbitration Rules. Discovery in the arbitration shall be limited in nature and the arbitrator shall establish a schedule providing for a final determination to be made within ninety (90) days of empanelling the arbitrator. The determinations of the arbitrator in such arbitration shall be binding on the parties. All arbitration fees and costs shall be shared equally by the parties. The Judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction and the parties agree to make themselves subject to that jurisdiction for the limited purpose of enforcing the judgment.

(c) Notwithstanding anything in this Agreement, no party shall be precluded from seeking provisional remedies in the courts of any jurisdiction including, but not limited to, temporary restraining orders, specific performance and preliminary injunctions, to protect its rights and interests, but such proceedings shall not be used as a means of delaying or avoiding the dispute resolution process set out in this Agreement. Any such proceedings or any such

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proceedings to enforce the arbitration referred to above in this Section shall be brought only in state or federal courts located within the District of New York.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Notices. Notices required or permitted under this Agreement shall be in writing and sent by prepaid registered or certified air mail or by overnight express mail (e.g., FedEx), or by facsimile confirmed, (failure of such confirmation shall not affect the validity of such notice by facsimile to the extent the receipt of such notice is confirmed by the act of the receiving Party (e.g., a facsimile, including email, of the receiving Party submitting its receipt of such notice)) and shall be deemed to have been properly served to the addressee upon receipt of such written communication, to the following addresses of the Parties:

If to Seller:

Panasonic Intellectual Property Management Co., Ltd.

8F OBP Panasonic Tower, 2-1-61 Shiromi, Chuo-ku,

Osaka City 540-6208, Japan

Attn: General Manager of Licensing Department

If to ILC:

IPVALUE Management, Inc. (agent for ILC)

3945 Freedom Circle

Suite 900

Santa Clara, CA 95054-1226

Attn: Sr. Vice President, Legal

Section 9.2 Modification; Waiver. This Agreement may be modified only by a written instrument executed by the Parties hereto specifically referencing this Agreement, and any waiver of any provision of this Agreement must be in a writing signed by the Party against whom enforcement of such waiver is sought. The waiver by either Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such Party.

Section 9.3 Limitation on Damages. EXCEPT FOR REVENUE SHARE PAYMENTS DUE IN ACCORDANCE WITH SECTION 5.1.7, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR DIRECT DAMAGES UNDER THIS AGREEMENT

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WHICH IN THE AGGREGATE EXCEED THE GREATER OF [REDACTED]

[REDACTED] IN NO EVENT WILL EITHER PARTY (OR THEIR RESPECTIVE DIRECT OR INDIRECT EQUITYHOLDERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED OR SUFFERED BY EITHER PARTY OR TO ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Section 9.4 Expenses. Except as otherwise set forth herein, all expenses, including the fees of any attorneys, accountants, investment bankers or others engaged by a Party, incurred in connection with this Agreement and the transactions contemplated hereby, shall be paid by the Party incurring such expenses.

Section 9.5 Entire Agreement. The agreement of the Parties, which is comprised of this Agreement and the documents referred to herein, sets forth the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement. All Schedules, appendices, and exhibits referred to in this Agreement are incorporated herein by reference.

Section 9.6 Assignment. This Agreement may not be assigned by either Party (including by operation of law) without the prior written consent of the other Party; *provided, however*, that Seller shall have the right to assign its rights and obligations under this Agreement to any Seller Subsidiary or third party successor to all or substantially all of its entire business. Notwithstanding the foregoing, no assignment of rights or obligations under this Agreement shall be effective unless and until a written notice regarding such assignment is delivered to ILC and such assignment and the identity of the assignee have been registered with ILC. ILC shall make such registration immediately upon receipt of any such notice of assignment. Seller's rights and obligations under this Agreement are hereby registered with ILC. In no event shall any permitted assignment of this Agreement be deemed to relieve the assigning Party of its liabilities or obligations to the other Party under this Agreement, and the assigning Party expressly acknowledges and agrees that it shall remain fully and unconditionally obligated and responsible for the full and complete performance of all of its obligations under the terms and conditions of this Agreement. This Agreement (including all rights and obligations) shall be binding upon and inure to the benefit of any permitted successors or assigns of the Parties. Any assignment in contravention of this section shall be null and void.

Section 9.7 Third Parties. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third party, and Seller and ILC may at any time, by mutual agreement, retroactively or prospectively modify or clarify any provision that affects another Person. Without limiting the foregoing, with respect to any third party that receives a license under Section 2.4, such license shall provide such third party with a defense to claims of infringement under the Patents (to the extent the Agreement would result in such a defense for

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such third party), but such license shall not give such third party a claim of damages under this Agreement.

Section 9.8 Severability. If any part of this Agreement is declared invalid by any legally governing authority having jurisdiction over either Party, then such declaration shall not affect the remainder of the Agreement and the Parties shall revise the invalidated part in a manner that will render such provision valid without impairing the Parties' original intent.

Section 9.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles.

Section 9.10 Language. This Agreement, and any amendments or modifications thereto, shall be executed in the English language. No translation, if any, of this Agreement into any other language shall be of any force or effect in the interpretation of this Agreement or in determination of the intent of either of the Parties hereto.

Section 9.11 Certain Interpretive Matters. The headings are placed herein merely as a matter of convenience and shall not affect the construction or interpretation of any of the provisions of this Agreement. Unless the context requires otherwise, (i) all references to Sections, Articles or Schedules are to Sections, Articles or Schedules of or to this Agreement, (ii) words in the singular include the plural and vice versa, (iii) the term "including" means "including without limitation," and (iv) the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this Agreement as a whole and not to any individual section or portion hereof. All references to "\$" or dollar amounts shall be to lawful currency of the United States of America. All references to "day" or "days" mean calendar days, and all references to "quarter(ly)," "month(ly)" or "year(ly)" mean the respective fiscal periods of ILC, unless the context requires otherwise. No provision of this Agreement shall be interpreted in favor of, or against, any Party by reason of the extent to which (i) such Party or its counsel participated in the drafting thereof, or (ii) such provision is inconsistent with any prior draft of this Agreement or such provision.

Section 9.12 Consents. Any consents required under this Agreement shall not be unreasonably withheld or delayed, and an unreasonable delay shall be deemed a consent.

Section 9.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Each of the Parties agrees to accept and be bound by facsimile signatures hereto.

Section 9.14 Relationship of the Parties. In making and performing this Agreement, the Parties are acting, and intend to be treated, as independent entities and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Seller and ILC. Except as otherwise expressly provided herein, neither Party may make any representation, warranty or commitment, whether express or implied, on behalf of or incur any charges or expenses for or in the name of the other Party. No Party shall be liable for the act of any other Party unless such act is expressly authorized in writing by both Parties hereto.

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[The remainder of this page has been intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

Panasonic Corporation

Signed: 豊田 秀夫

Name: Hideo Toyoda

Title: Director of Intellectual Property Center

Pannova Semic, LLC

Signed: Zahid Rahimtoola

Name: ZAHID RAHIMTOOLA

Title: CHIEF FINANCIAL OFFICER

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SCHEDULE A

PATENTS

No.	Country	Application Number	Application Date	Patent Number	Issue Date
3	US	08/344680	1994/11/21	5523974	1996/06/04
6	US	08/654962	1996/05/29	5786607	1998/07/28
6	US	08/796887	1997/02/05	6046069	2000/04/04
7	US	08/697509	1996/08/26	5866480	1999/02/02
8	US	08/690790	1996/08/01	5831904	1998/11/03
8	US	08/888307	1997/07/03	5920509	1999/07/06
9	US	08/700240	1996/08/20	5751628	1998/05/12
9	JP	H08-208161	1996/08/07	03043992	2000/03/10
10	US	08/796710	1997/02/06	5972783	1999/10/26
11	US	08/802025	1997/02/18	5773896	1998/06/30
11	US	09/040304	1998/03/18	5930599	1999/07/27
12	US	08/820390	1997/03/12	6090211	2000/07/18
13	US	08/843603	1997/04/16	5982019	1999/11/09
13	JP	H08-098268	1996/04/19	03412393	2003/03/28
14	US	08/904304	1997/07/31	6084895	2000/07/04
15	US	08/955441	1997/10/21	5942794	1999/08/24
15	US	09/332970	1999/06/15	6130115	2000/10/10
15	JP	H09-022337	1997/02/05	03012816	1999/12/10
16	US	09/047353	1998/03/25	6165825	2000/12/26
17	US	09/108323	1998/07/01	6180423	2001/01/30
17	US	09/737738	2000/12/18	6428398	2002/08/06
18	CN	98808574. 7	1999/12/27	98808574. 7	2008/10/01
18	US	09/380312	1999/08/31	6900524	2005/05/31
18	US	10/747982	2003/12/31	6861735	2005/03/01
18	US	10/991864	2004/11/19	7538416	2009/05/26
18	CN	200710128689. 6	2007/07/05	200710128689. 6	2011/05/11
18	JP	H10-073711	1998/03/23	02915892	1999/04/16
19	US	09/110942	1998/07/07	6100170	2000/08/08
20	US	09/158985	1998/09/23	6030869	2000/02/29
20	US	09/477669	2000/01/05	6274901	2001/08/14

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21	US	09/206560	1998/12/08	6169307	2001/01/02
21	US	10/050965	2002/01/22	6657893	2003/12/02
21	JP	H09-339548	1997/12/10	03378879	2002/12/06
21	JP	2002-219428	2002/07/29	03408531	2003/03/14
22	US	09/796702	2001/03/02	6611005	2003/08/26
23	US	09/219428	1998/12/23	6497944	2002/12/24
23	JP	H09-359616	1997/12/26	03589000	2004/08/27
24	US	09/256072	1999/02/24	6320217	2001/11/20
25	US	09/243797	1999/02/03	6451674	2002/09/17
25	US	10/184939	2002/07/01	6633047	2003/10/14
26	US	09/758287	2001/01/12	6358770	2002/03/19
27	TW	88115831	1999/09/14	1233630	2005/06/01
27	US	09/787108	2001/03/14	6620665	2003/09/16
28	US	09/477426	2000/01/04	6459711	2002/10/01
28	JP	H11-006689	1999/01/13	03091448	2000/07/21
29	US	09/332163	1999/06/14	6466597	2002/10/15
30	US	09/854468	2001/05/15	6462386	2002/10/08
30	US	09/931719	2001/08/20	6509225	2003/01/21
31	US	09/432216	1999/11/03	6208020	2001/03/27
31	US	09/771548	2001/01/30	6338984	2002/01/15
31	JP	H11-046040	1999/02/24	03535760	2004/03/19
31	JP	2004-035240	2004/02/12	03795047	2006/04/21
31	JP	H11-095185	1999/04/01	03007632	1999/11/26
32	US	09/805767	2001/03/16	6518082	2003/02/11
33	US	09/523192	2000/03/10	6444395	2002/09/03
33	JP	H11-066225	1999/03/12	03299214	2002/04/19
34	US	09/515248	2000/02/29	6631148	2003/10/07
35	US	09/551542	2000/04/18	6524904	2003/02/25
36	US	09/735792	2000/12/14	6433285	2002/08/13
36	JP	2000-369833	2000/12/05	04376448	2009/09/18
37	US	09/759451	2001/01/16	6548389	2003/04/15
38	US	09/753675	2001/01/04	6495451	2002/12/17
39	US	09/657484	2000/09/08	6501156	2002/12/31
39	CN	00127021. 4	2000/09/11	00127021. 4	2005/08/24
39	JP	2000-266601	2000/09/04	03461332	2003/08/15

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40	US	09/712223	2000/11/15	6512252	2003/01/28
40	US	10/268905	2002/10/11	6753555	2004/06/22
40	US	10/851073	2004/05/24	7205586	2007/04/17
41	US	09/708084	2000/11/08	6500769	2002/12/31
41	US	10/330152	2002/12/30	6703711	2004/03/09
42	US	09/826098	2001/04/05	6762129	2004/07/13
42	TW	90109159	2001/04/17	154715	2002/08/20
42	US	10/759180	2004/01/20	7148151	2006/12/12
42	US	11/487968	2006/07/18	7341922	2008/03/11
42	US	11/545528	2006/10/11	7402527	2008/07/22
42	FR	01108940. 6	2001/04/10	1148535	2010/06/16
42	DE	01108940. 6	2001/04/10	1148535	2010/06/16
42	JP	2001-053570	2001/02/28	03323190	2002/06/28
43	US	09/959940	2001/11/13	6597018	2003/07/22
43	CN	01800520. 9	2001/11/14	01800520. 9	2004/10/27
44	US	09/879082	2001/06/13	6603194	2003/08/05
44	TW	90126708	2001/10/29	181144	2003/10/31
44	KR	2001-0076401	2001/12/05	10-0559653	2006/03/03
44	CN	01141867. 2	2001/09/21	01141867. 2	2005/09/14
44	US	10/438847	2003/05/16	6835600	2004/12/28
44	CN	200510103744. 7	2005/09/09	200510103744. 7	2009/02/04
44	JP	2001-038220	2001/02/15	03628971	2004/12/17
46	US	09/930968	2001/08/17	6538937	2003/03/25
47	US	09/979881	2001/11/27	6537369	2003/03/25
47	KR	2001-7015162	2001/11/27	10-0467179	2005/01/11
47	CN	01800687. 6	2001/11/27	01800687. 6	2004/12/15
47	JP	2001-571476	2001/11/06	04077629	2008/02/08
47	US	10/383743	2003/03/10	6660393	2003/12/09
47	GB	01915872. 4	2001/12/19	1220320	2007/05/30
47	DE	60128647. 2	2001/12/19	1220320	2007/05/30
47	FR	01915872. 4	2001/12/19	1220320	2007/05/30
48	US	09/946363	2001/09/06	6509638	2003/01/21
48	US	10/320405	2002/12/17	6693347	2004/02/17
48	US	10/320362	2002/12/17	6777796	2004/08/17
48	US	10/320379	2002/12/17	6707143	2004/03/16

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48	US	10/766892	2004/01/30	7078818	2006/07/18
48	JP	2000-271113	2000/09/07	03581086	2004/07/30
48	JP	2002-163925	2002/06/05	03558070	2004/05/28
49	US	11/074693	2005/03/09	7122877	2006/10/17
50	US	09/921884	2001/08/06	6590252	2003/07/08
50	US	10/441128	2003/05/20	6723637	2004/04/20
50	US	10/441118	2003/05/20	6753566	2004/06/22
50	JP	2000-337601	2000/11/06	03681632	2005/05/27
51	US	09/987002	2001/11/13	6602721	2003/08/05
51	US	10/632931	2003/08/04	6963095	2005/11/08
52	US	09/968948	2001/10/03	6958508	2005/10/25
52	US	10/957618	2004/10/05	6965141	2005/11/15
52	US	11/029355	2005/01/06	7189612	2007/03/13
52	JP	2006-141532	2006/05/22	04829678	2011/09/22
53	US	09/954219	2001/09/18	6593198	2003/07/15
53	US	10/441046	2003/05/20	6720226	2004/04/13
53	JP	2001-276599	2001/09/12	03544535	2004/04/16
54	US	09/978723	2001/10/18	6746962	2004/06/08
54	JP	2001-277988	2001/09/13	03408527	2003/03/14
55	US	09/984191	2001/10/29	6512298	2003/01/28
55	US	10/165279	2002/06/10	6852616	2005/02/08
55	JP	2000-362625	2000/11/29	03526548	2004/02/27
56	US	10/461364	2003/06/16	6759697	2004/07/06
56	US	10/872477	2004/06/22	7135721	2006/11/14
56	JP	2001-271109	2001/09/07	03415608	2003/04/04
56	JP	2003-016050	2003/01/24	03990989	2007/07/27
57	US	10/221265	2002/09/11	6734069	2004/05/11
57	CN	02800261. X	2002/10/08	02800261. X	2005/12/28
57	JP	2001-266693	2001/09/04	03944367	2007/04/13
58	US	10/012219	2001/11/06	6583453	2003/06/24
58	JP	2000-338577	2000/11/07	03943322	2007/04/13
59	US	10/332519	2003/01/10	6812101	2004/11/02
60	US	09/988817	2001/11/20	6784468	2004/08/31
60	US	10/919403	2004/08/17	7183595	2007/02/27
61	US	10/152775	2002/05/23	7115518	2006/10/03

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62	US	10/175804	2002/06/21	6730951	2004/05/04
63	US	10/172750	2002/06/17	6720241	2004/04/13
64	US	10/120385	2002/04/12	6737348	2004/05/18
64	JP	2001-142721	2001/05/14	03639223	2005/01/21
65	US	10/164615	2002/06/10	6721390	2004/04/13
65	JP	2001-218473	2001/07/18	03467485	2003/08/29
66	US	10/195367	2002/07/16	6773999	2004/08/10
66	US	10/872403	2004/06/22	7164178	2007/01/16
66	JP	2010-104059	2010/04/28	05174083	2013/01/11
67	US	10/119827	2002/04/11	6773992	2004/08/10
67	JP	2001-248719	2001/08/20	03921363	2007/02/23
68	US	10/173900	2002/06/19	8193091	2012/06/05
68	KR	2002-0032120	2002/06/08	10-0541494	2005/12/29
68	DE	02019488. 2	2002/08/30	1328023	2012/02/01
68	GB	02019488. 2	2002/08/30	1328023	2012/02/01
68	NL	02019488. 2	2002/08/30	1328023	2012/02/01
68	JP	2004-117283	2004/04/12	03913228	2007/02/09
68	JP	2006-148106	2006/05/29	04652281	2010/12/24
69	US	10/311293	2002/12/17	6781163	2004/08/24
69	US	10/913383	2004/08/09	7084026	2006/08/01
70	US	10/199109	2002/07/22	6909168	2005/06/21
70	US	11/090011	2005/03/28	7338838	2008/03/04
70	JP	2001-221118	2001/07/23	03879452	2006/11/17
70	JP	2006-148089	2006/05/29	04212607	2008/11/07
71	US	10/152334	2002/05/22	6830979	2004/12/14
72	US	10/207821	2002/07/31	6777811	2004/08/17
74	US	10/147343	2002/05/16	6809359	2004/10/26
74	US	10/940051	2004/09/13	7354791	2008/04/08
74	JP	2002-141884	2002/05/16	03695748	2005/07/08
74	JP	2005-137640	2005/05/10	04247205	2009/01/16
74	JP	2006-005083	2006/01/12	04247235	2009/01/16
75	US	10/170136	2002/06/12	6677674	2004/01/13
75	CN	02123018. 8	2002/06/13	02123018. 8	2006/08/02
75	JP	2002-164528	2002/06/05	03670625	2005/04/22
76	US	11/057195	2005/02/15	7595222	2009/09/29

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76	JP	2002-177888	2002/06/19	03660918	2005/03/25
77	US	10/396505	2003/03/26	7109095	2006/09/19
77	CN	03120402. 3	2003/03/13	03120402. 3	2007/05/09
78	US	10/307450	2002/12/02	6784557	2004/08/31
78	CN	02155954. 6	2002/12/12	02155954. 6	2006/02/15
78	US	10/919402	2004/08/17	6954001	2005/10/11
79	US	10/237692	2002/09/10	6870265	2005/03/22
79	CN	02131607. 4	2002/09/11	02131607. 4	2007/11/14
79	JP	2001-274544	2001/09/11	03538170	2004/03/26
80	US	10/234119	2002/09/05	6645807	2003/11/11
81	US	10/279433	2002/10/24	6748091	2004/06/08
81	JP	2001-334371	2001/10/31	03852913	2006/09/15
82	US	10/319654	2002/12/16	7115533	2006/10/03
83	US	10/328170	2002/12/26	6881660	2005/04/19
83	CN	02156986. X	2002/12/24	02156986. X	2005/04/20
83	JP	2002-372080	2002/12/24	03654884	2005/03/11
84	US	10/328171	2002/12/26	6759322	2004/07/06
84	CN	02156990. 8	2002/12/24	02156990. 8	2005/09/21
84	JP	2002-372111	2002/12/24	03910140	2007/02/02
85	US	10/299065	2002/11/19	6841800	2005/01/11
85	US	11/022801	2004/12/28	7002184	2006/02/21
86	US	10/375949	2003/02/27	6838327	2005/01/04
87	US	10/413306	2003/04/15	6847063	2005/01/25
88	US	10/413305	2003/04/15	6847062	2005/01/25
88	JP	2002-292662	2002/10/04	03507830	2003/12/26
89	US	10/351308	2003/01/27	7022466	2006/04/04
89	JP	2002-018101	2002/01/28	03734756	2005/10/28
90	US	10/657799	2003/09/09	6984844	2006/01/10
91	US	10/608295	2003/06/24	7138706	2006/11/21
91	JP	2002-185201	2002/06/25	03679786	2005/05/20
92	US	10/473573	2003/10/01	6940152	2005/09/06
92	CN	03800841. 6	2004/02/12	03800841. 6	2008/02/06
92	KR	2003-7012921	2003/10/02	10-0549320	2006/01/26
92	JP	2003-570403	2003/07/10	04340156	2009/07/10
92	JP	2008-098555	2008/04/04	04914397	2012/01/27

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93	US	10/643944	2003/08/28	7221690	2007/05/22
93	CN	03805468. X	2004/09/07	03805468. X	2007/12/05
94	US	11/073724	2005/03/08	7250664	2007/07/31
95	US	10/613048	2003/07/07	6951809	2005/10/04
96	US	10/602918	2003/06/25	6875623	2005/04/05
97	US	10/756121	2004/01/12	6956288	2005/10/18
97	JP	2003-020976	2003/01/29	03908671	2007/01/26
98	US	10/649741	2003/08/28	6992396	2006/01/31
98	CN	03157013. 5	2003/09/09	03157013. 5	2008/09/24
98	JP	2002-381135	2002/12/27	03689694	2005/06/17
99	US	10/465648	2003/06/20	7166538	2007/01/23
100	US	10/648482	2003/08/27	6777333	2004/08/17
100	JP	2002-262429	2002/09/09	03674612	2005/05/13
101	US	10/455410	2003/06/06	6781177	2004/08/24
101	CN	03142356. 6	2003/06/10	03142356. 6	2005/11/02
101	JP	2002-168455	2002/06/10	03931113	2007/03/16
102	US	10/644744	2003/08/21	6888759	2005/05/03
102	US	11/062826	2005/02/23	7184344	2007/02/27
103	US	11/798085	2007/05/10	7563706	2009/07/21
103	JP	2004-375428	2004/12/27	03978207	2007/06/29
103	JP	2004-375446	2004/12/27	03978209	2007/06/29
104	US	10/454680	2003/06/05	6777332	2004/08/17
105	US	11/270156	2005/11/09	7115937	2006/10/03
105	JP	2003-292163	2003/08/12	03963380	2007/06/01
106	US	10/705984	2003/11/13	6943398	2005/09/13
106	KR	2003-0080186	2003/11/13	10-0574534	2006/04/20
106	TW	92131807	2003/11/13	1229935	2005/03/21
106	US	11/169040	2005/06/29	7288456	2007/10/30
106	US	11/889231	2007/08/10	7550344	2009/06/23
107	CN	03155760. 0	2003/09/01	03155760. 0	2007/09/05
107	US	11/018541	2004/12/21	7126209	2006/10/24
107	JP	2002-254369	2002/08/30	03801121	2006/05/12
108	US	10/786070	2004/02/26	7238609	2007/07/03
108	JP	2004-039536	2004/02/17	03991035	2007/07/27
109	US	10/689642	2003/10/22	7042071	2006/05/09

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109	CN	200310102587. 9	2003/10/24	200310102587. 9	2008/04/16
109	TW	92129430	2003/10/23	1311807	2009/07/01
109	KR	2003-0074484	2003/10/24	10-1019369	2011/02/24
109	US	11/154541	2005/06/17	7132315	2006/11/07
109	JP	2003-355983	2003/10/16	03699966	2005/07/15
109	JP	2005-163183	2005/06/02	04248528	2009/01/23
110	US	10/756248	2004/01/14	7488655	2009/02/10
110	JP	2007-026329	2007/02/06	04719166	2011/04/08
111	US	10/881044	2004/06/30	7239021	2007/07/03
111	CN	200410062094. 1	2004/07/05	200410062094. 1	2008/11/26
111	US	11/717953	2007/03/14	7521288	2009/04/21
111	JP	2003-192139	2003/07/04	03718205	2005/09/09
112	US	10/781809	2004/02/20	7034367	2006/04/25
112	CN	200410005497. 2	2004/02/19	200410005497. 2	2006/08/09
114	TW	93102510	2004/02/04	1232598	2005/05/11
114	US	10/573877	2006/03/29	7455441	2008/11/25
114	KR	2006-7004024	2006/02/27	10-0732267	2007/06/19
114	JP	2003-337207	2003/09/29	04144498	2008/06/27
114	JP	2008-004000	2008/01/11	04725583	2011/04/22
115	US	10/817861	2004/04/06	7276769	2007/10/02
115	CN	200410047613. 7	2004/05/27	200410047613. 7	2009/02/18
115	JP	2003-152180	2003/05/29	04504633	2010/04/30
116	US	10/830134	2004/04/23	7233073	2007/06/19
117	US	10/863330	2004/06/09	7196346	2007/03/27
118	US	10/891112	2004/07/15	7249343	2007/07/24
119	US	10/920545	2004/08/17	7369593	2008/05/06
119	JP	2003-294475	2003/08/18	04313628	2009/05/22
120	US	10/868358	2004/06/16	7294569	2007/11/13
121	US	11/620976	2007/01/08	7432556	2008/10/07
121	JP	2003-158479	2003/06/03	04601919	2010/10/08
122	US	10/980154	2004/11/04	7264407	2007/09/04
122	JP	2004-279303	2004/09/27	04091936	2008/03/07
124	US	10/885707	2004/07/08	7091541	2006/08/15
124	KR	2004-0051349	2004/07/02	10-0725690	2007/05/30
124	CN	200410063756. 7	2004/07/07	200410063756. 7	2007/01/10

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124	US	11/487969	2006/07/18	7244982	2007/07/17
125	US	10/923827	2004/08/24	7176124	2007/02/13
127	US	11/000223	2004/12/01	7103271	2006/09/05
127	CN	200510004769. 1	2005/01/20	200510004769. 1	2009/03/11
128	US	11/033624	2005/01/13	7214578	2007/05/08
128	US	11/527459	2006/09/27	7309629	2007/12/18
128	JP	2004-011774	2004/01/20	04540993	2010/07/02
129	KR	2006-7004978	2006/03/10	10-1109899	2012/01/18
129	US	10/571856	2006/03/13	7557383	2009/07/07
130	US	10/571598	2006/03/10	7825421	2010/11/02
130	KR	2006-7005404	2006/03/17	10-1087854	2011/11/22
131	US	11/135305	2005/05/24	7339233	2008/03/04
132	US	11/151542	2005/06/14	7446381	2008/11/04
132	CN	200510072638. 7	2005/05/17	200510072638. 7	2009/03/04
132	JP	2004-219607	2004/07/28	04841123	2011/10/14
133	US	11/078371	2005/03/14	7265403	2007/09/04
133	JP	2005-020079	2005/01/27	04485965	2010/04/02
134	US	10/578003	2006/05/03	7659626	2010/02/09
135	US	11/630799	2006/12/27	7663239	2010/02/16
135	US	12/649002	2009/12/29	7893535	2011/02/22
135	JP	2004-192653	2004/06/30	04224434	2008/11/28
136	US	11/137549	2005/05/26	7265340	2007/09/04
137	US	11/123169	2005/05/06	7518180	2009/04/14
137	CN	200510066881. 8	2005/04/28	200510066881. 8	2009/04/29
138	US	11/152114	2005/06/15	7598589	2009/10/06
138	US	12/551848	2009/09/01	7781291	2010/08/24
138	JP	2004-308646	2004/10/22	04242822	2009/01/09
139	US	11/178612	2005/07/12	7663191	2010/02/16
139	US	12/650009	2009/12/30	7973367	2011/07/05
139	US	13/117786	2011/05/27	8242567	2012/08/14
140	US	11/138497	2005/05/27	7326626	2008/02/05
140	JP	2005-152606	2005/05/25	04111963	2008/04/18
141	US	11/188650	2005/07/26	7414949	2008/08/19
141	JP	2004-221356	2004/07/29	04093213	2008/03/14
142	US	12/208804	2008/09/11	7952177	2011/05/31

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142	CN	200810165935. X	2008/09/24	200810165935. X	2010/06/16
142	JP	2004-326513	2004/11/10	04307362	2009/05/15
142	JP	2008-187140	2008/07/18	04695672	2011/03/04
143	US	11/253602	2005/10/20	7440386	2008/10/21
144	US	11/270602	2005/11/10	8013361	2011/09/06
145	US	11/222749	2005/09/12	7267127	2007/09/11
146	US	11/242084	2005/10/04	7238987	2007/07/03
146	JP	2004-352350	2004/12/06	04387291	2009/10/09
147	US	11/349082	2006/02/08	7515394	2009/04/07
147	US	12/216843	2008/07/11	8179659	2012/05/15
147	JP	2005-037695	2005/02/15	04777668	2011/07/08
148	US	11/223943	2005/09/13	7417304	2008/08/26
148	CN	200510103452. 3	2005/09/15	200510103452. 3	2009/04/08
148	US	12/845325	2010/07/28	8035197	2011/10/11
148	JP	2004-277087	2004/09/24	04636839	2010/12/03
149	US	11/188601	2005/07/25	7291510	2007/11/06
149	US	11/859092	2007/09/21	7875898	2011/01/25
150	US	11/255015	2005/10/21	7368398	2008/05/06
150	JP	2004-307060	2004/10/21	03913244	2007/02/09
151	US	11/253568	2005/10/20	7473632	2009/01/06
151	US	12/277933	2008/11/25	7622807	2009/11/24
151	US	12/603197	2009/10/21	7749891	2010/07/06
151	US	12/786156	2010/05/24	7830014	2010/11/09
151	US	12/897416	2010/10/04	8034707	2011/10/11
151	JP	2004-309579	2004/10/25	04106048	2008/04/04
151	JP	2008-032950	2008/02/14	04856107	2011/11/04
152	US	11/399441	2006/04/07	7528442	2009/05/05
152	CN	200610066615. X	2006/04/13	200610066615. X	2009/12/23
152	JP	2005-116276	2005/04/13	04783050	2011/07/15
153	US	11/362116	2006/02/27	7973361	2011/07/05
153	CN	200610067980. 2	2006/03/27	200610067980. 2	2009/12/16
153	JP	2006-025700	2006/02/02	04248548	2009/01/23
154	US	11/471700	2006/06/21	7494827	2009/02/24
155	US	11/415069	2006/05/02	7304341	2007/12/04
156	US	11/917375	2007/12/13	7947338	2011/05/24

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156	JP	2005-184247	2005/06/24	04766934	2011/06/24
157	US	11/415158	2006/05/02	7462438	2008/12/09
157	JP	2005-146057	2005/05/18	04758679	2011/06/10
159	US	11/356144	2006/02/17	7485972	2009/02/03
159	JP	2005-043292	2005/02/21	04094012	2008/03/14
159	JP	2007-338397	2007/12/28	04726888	2011/04/22
160	US	11/436641	2006/05/19	7388401	2008/06/17
160	JP	2005-193265	2005/07/01	04787554	2011/07/22
161	US	11/488154	2006/07/18	7323747	2008/01/29
161	JP	2005-285726	2005/09/30	04342498	2009/07/17
162	US	11/491231	2006/07/24	7821072	2010/10/26
163	US	11/438385	2006/05/23	7750396	2010/07/06
163	US	12/753501	2010/04/02	8035174	2011/10/11
164	US	11/474391	2006/06/26	7361932	2008/04/22
164	US	12/073609	2008/03/07	7879661	2011/02/01
165	US	11/659109	2007/02/01	7919005	2011/04/05
167	US	11/545521	2006/10/11	7829924	2010/11/09
168	US	11/518166	2006/09/11	8026552	2011/09/27
169	US	11/584561	2006/10/23	7521801	2009/04/21
169	JP	2005-313622	2005/10/28	04639138	2010/12/03
170	US	11/521491	2006/09/15	7601985	2009/10/13
171	US	12/066465	2008/03/11	7863623	2011/01/04
172	US	11/708033	2007/02/20	7535046	2009/05/19
173	US	11/704967	2007/02/12	7535814	2009/05/19
174	US	11/637939	2006/12/13	7474548	2009/01/06
174	JP	2006-325510	2006/12/01	05039368	2012/07/13
175	US	11/918123	2007/10/10	7693202	2010/04/06
175	JP	2006-096727	2006/03/31	04047358	2007/11/30
176	US	11/806887	2007/06/05	7807557	2010/10/05
177	US	11/806882	2007/06/05	7772655	2010/08/10
177	US	12/796412	2010/06/08	7867840	2011/01/11
177	US	12/961168	2010/12/06	7999331	2011/08/16
178	US	11/819365	2007/06/27	8013395	2011/09/06
179	US	11/826495	2007/07/16	7883746	2011/02/08
180	US	11/826673	2007/07/17	7728429	2010/06/01

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180	JP	2006-205463	2006/07/28	04916241	2012/02/03
181	US	11/907862	2007/10/18	7964917	2011/06/21
181	JP	2007-013747	2007/01/24	05132943	2012/11/16
182	US	11/907319	2007/10/11	7781844	2010/08/24
183	US	12/303578	2008/12/05	7751297	2010/07/06
183	US	12/791558	2010/06/01	7898927	2011/03/01
183	JP	2007-164510	2007/06/22	04106072	2008/04/04
184	US	12/090563	2008/04/17	7940631	2011/05/10
184	JP	2007-022603	2007/02/01	04444977	2010/01/22
185	US	12/090385	2008/04/16	7978586	2011/07/12
185	JP	2006-339532	2006/12/18	04444947	2010/01/22
186	US	11/943614	2007/11/21	7719086	2010/05/18
186	US	12/662680	2010/04/28	7944022	2011/05/17
186	US	12/963665	2010/12/09	8093131	2012/01/10
186	US	13/064430	2011/03/24	8304858	2012/11/06
186	JP	2006-332718	2006/12/11	05261927	2013/05/10
187	US	11/958661	2007/12/18	7947432	2011/05/24
187	US	13/085232	2011/04/12	8268535	2012/09/18
187	JP	2007-248783	2007/09/26	05106020	2012/10/12
188	US	11/950625	2007/12/05	7851904	2010/12/14
189	US	12/028258	2008/02/08	7755145	2010/07/13
190	US	12/028392	2008/02/08	7804146	2010/09/28
191	US	11/968327	2008/01/02	8035229	2011/10/11
191	US	13/195648	2011/08/01	8193608	2012/06/05
192	US	11/969514	2008/01/04	7825482	2010/11/02
193	US	12/046001	2008/03/11	7795701	2010/09/14
193	US	12/854717	2010/08/11	8084314	2011/12/27
193	JP	2007-061711	2007/03/12	05148139	2012/12/07
194	US	12/131968	2008/06/03	8084352	2011/12/27
194	JP	2008-072707	2008/03/21	05334434	2013/08/09
195	US	12/062072	2008/04/03	7884428	2011/02/08
195	JP	2008-039201	2008/02/20	05222583	2013/03/15
196	US	12/235320	2008/09/22	7852898	2010/12/14
197	US	12/164635	2008/06/30	7932141	2011/04/26
197	US	13/052546	2011/03/21	8178929	2012/05/15

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197	JP	2007-186815	2007/07/18	04994139	2012/05/18
198	US	12/203429	2008/09/03	7939901	2011/05/10
199	US	12/189952	2008/08/12	8039932	2011/10/18
200	US	12/181650	2008/07/29	8007959	2011/08/30
201	US	12/172680	2008/07/14	7872312	2011/01/18
203	US	12/208740	2008/09/11	8062970	2011/11/22
204	US	12/200478	2008/08/28	7998641	2011/08/16
204	US	13/178256	2011/07/07	8278014	2012/10/02
205	US	12/208633	2008/09/11	7843073	2010/11/30
205	US	12/911347	2010/10/25	7977239	2011/07/12
206	US	12/210454	2008/09/15	7781335	2010/08/24
206	JP	2007-243326	2007/09/20	05193542	2013/02/08
207	US	12/210520	2008/09/15	7795705	2010/09/14
207	JP	2007-276464	2007/10/24	05235378	2013/04/05
208	US	12/194915	2008/08/20	7821100	2010/10/26
208	JP	2007-245928	2007/09/21	05149576	2012/12/07
209	US	12/212291	2008/09/17	7998663	2011/08/16
209	JP	2007-261036	2007/10/04	05096860	2012/09/28
210	US	12/247518	2008/10/08	7977800	2011/07/12
210	US	13/149554	2011/05/31	8344455	2013/01/01
210	US	13/687407	2012/11/28		
211	US	12/257700	2008/10/24	7800112	2010/09/21
212	US	12/204252	2008/09/04	7914953	2011/03/29
213	US	12/337681	2008/12/18	7873086	2011/01/18
214	US	12/251984	2008/10/15	7985675	2011/07/26
215	US	12/493673	2009/06/29	8034693	2011/10/11
216	US	12/739295	2010/04/22	8309975	2012/11/13
217	US	12/327271	2008/12/03	7915687	2011/03/29
217	US	13/028637	2011/02/16	8021938	2011/09/20
218	US	12/332392	2008/12/11	7795133	2010/09/14
219	US	12/332720	2008/12/11	7977767	2011/07/12
219	JP	2007-329205	2007/12/20	05268345	2013/05/17
220	US	12/357869	2009/01/22	8129794	2012/03/06
221	US	12/358656	2009/01/23	7838185	2010/11/23
222	US	12/341495	2008/12/22	8017518	2011/09/13

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223	US	12/362326	2009/01/29	7851316	2010/12/14
223	US	12/942503	2010/11/09	8247875	2012/08/21
224	US	12/425682	2009/04/17	7829995	2010/11/09
224	US	12/890058	2010/09/24	8072057	2011/12/06
225	US	12/372130	2009/02/17	8097962	2012/01/17
225	US	13/308038	2011/11/30		
226	US	12/619222	2009/11/16	8350332	2013/01/08
228	US	12/621965	2009/11/19	8247873	2012/08/21
228	JP	2008-107427	2008/04/17	05064289	2012/08/17
229	US	12/473710	2009/05/28	8004044	2011/08/23
229	US	13/182993	2011/07/14	8258582	2012/09/04
229	JP	2010-215165	2010/09/27	05159850	2012/12/21
230	US	12/650733	2009/12/31	8143725	2012/03/27
231	US	12/424119	2009/04/15	7932558	2011/04/26
231	US	13/050496	2011/03/17	8148778	2012/04/03
231	JP	2008-116953	2008/04/28	05420854	2013/11/29
232	US	12/437944	2009/05/08	8035232	2011/10/11
232	CN	200910140902. 4	2009/05/12	200910140902. 4	2013/07/24
232	JP	2008-125135	2008/05/12	04675393	2011/02/04
233	CN	200980139213. X	2011/04/01	200980139213. X	2013/09/25
233	US	13/049307	2011/03/16	8283775	2012/10/09
234	US	12/494977	2009/06/30	8088632	2012/01/03
235	US	12/493818	2009/06/29	8012884	2011/09/06
235	JP	2008-173539	2008/07/02	05166138	2012/12/28
236	US	12/689723	2010/01/19	8217429	2012/07/10
236	JP	2008-178768	2008/07/09	05064321	2012/08/17
237	US	12/492605	2009/06/26	7994036	2011/08/09
237	US	13/167362	2011/06/23	8395219	2013/03/12
237	JP	2009-155149	2009/06/30	05193961	2013/02/08
238	US	12/542998	2009/08/18	7821029	2010/10/26
238	JP	2008-213884	2008/08/22	05203850	2013/02/22
239	US	13/008579	2011/01/18	8269335	2012/09/18
239	JP	2008-270414	2008/10/21	05185062	2013/01/25
240	US	12/538534	2009/08/10	8237205	2012/08/07
240	JP	2008-232571	2008/09/10	04744576	2011/05/20

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241	US	12/540043	2009/08/12	8044482	2011/10/25
242	US	12/613928	2009/11/06	7949023	2011/05/24
243	US	12/950450	2010/11/19	8310052	2012/11/13
244	US	12/949464	2010/11/18	8288833	2012/10/16
244	JP	2008-333088	2008/12/26	05127694	2012/11/09
245	US	13/163189	2011/06/17	8338290	2012/12/25
245	JP	2009-006834	2009/01/15	05014356	2012/06/15
246	US	12/721067	2010/03/10	8330266	2012/12/11
247	US	12/753628	2010/04/02	8421233	2013/04/16
247	JP	2009-115614	2009/05/12		
248	JP	2009-295703	2009/12/25	05230593	2013/03/29
248	US	12/976153	2010/12/22	8344426	2013/01/01
249	US	12/976618	2010/12/22	8421236	2013/04/16
250	JP	2010-112991	2010/05/17		
250	US	13/014346	2011/01/26	8330248	2012/12/11
251	US	08/997116	1997/12/23	6278488	2001/08/21
251	JP	H08-351555	1996/12/27	03370249	2002/11/15
253	US	09/174536	1998/10/19	6518779	2003/02/11
254	US	10/079510	2002/02/22	6686641	2004/02/03
255	US	09/321713	1999/05/28	6475912	2002/11/05
255	US	09/884135	2001/06/20	6683381	2004/01/27
255	US	10/737911	2003/12/18	6906420	2005/06/14
256	US	10/150082	2002/05/20	6695947	2004/02/24
256	US	10/147809	2002/05/20	6750976	2004/06/15
257	US	09/515334	2000/02/29	6521393	2003/02/18
258	US	09/552622	2000/04/19	6527969	2003/03/04
259	US	09/592937	2000/06/13	6531259	2003/03/11
261	US	10/355069	2003/01/31	6667185	2003/12/23
262	US	09/798913	2001/03/06	6518191	2003/02/11
263	US	09/838527	2001/04/19	6632582	2003/10/14
264	US	09/799017	2001/03/06	6737213	2004/05/18
265	US	09/799068	2001/03/06	6576398	2003/06/10
267	US	09/922638	2001/08/07	6645694	2003/11/11
268	US	09/924093	2001/08/08	6511786	2003/01/28
269	US	11/101462	2005/04/08	7329322	2008/02/12

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271	US	10/399755	2003/04/22	7273820	2007/09/25
272	US	10/034366	2002/01/03	6753132	2004/06/22
273	US	10/033899	2002/01/03	6689536	2004/02/10
274	US	10/032542	2002/01/02	6764811	2004/07/20
275	US	10/032564	2002/01/02	6773979	2004/08/10
276	US	10/128314	2002/04/24	6831018	2004/12/14
276	JP	2001-249880	2001/08/21	03921364	2007/02/23
278	US	10/335938	2003/01/03	7342953	2008/03/11
279	US	10/415434	2003/04/29	6830869	2004/12/14
280	US	10/252709	2002/09/24	6774438	2004/08/10
282	US	10/339602	2003/01/10	6716730	2004/04/06
283	US	10/602915	2003/06/25	7326988	2008/02/05
284	US	10/636794	2003/08/07	6956729	2005/10/18
286	US	10/607274	2003/06/27	7192804	2007/03/20
287	US	10/624564	2003/07/23	7217353	2007/05/15
290	US	10/751893	2004/01/07	7202095	2007/04/10
291	US	10/827442	2004/04/20	7280328	2007/10/09
292	US	10/895833	2004/07/22	7253436	2007/08/07
293	US	10/948264	2004/09/24	7247925	2007/07/24
294	US	10/875624	2004/06/25	7205783	2007/04/17
295	US	10/814185	2004/04/01	7619673	2009/11/17
295	CN	200410032382. 2	2004/04/02	200410032382. 2	2008/11/12
295	GB	04008125. 9	2004/04/02	1465409	2007/10/24
295	FR	04008125. 9	2004/04/02	1465409	2007/10/24
295	DE	602004009631. 8	2004/04/02	1465409	2007/10/24
295	JP	2003-102342	2003/04/04	04387684	2009/10/09
296	US	10/845526	2004/05/14	7483063	2009/01/27
296	CN	200410063179. 1	2004/05/14	200410063179. 1	2008/08/13
296	DE	602004022482. 0	2004/05/13	1478175	2009/08/12
296	JP	2004-120413	2004/04/15	03914216	2007/02/09
297	US	10/959984	2004/10/08	7157325	2007/01/02
297	JP	2004-222977	2004/07/30	04117272	2008/04/25
298	US	10/932316	2004/09/02	7166418	2007/01/23
298	US	11/641654	2006/12/20	7413843	2008/08/19
299	US	10/954374	2004/10/01	7169530	2007/01/30

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300	US	10/874178	2004/06/24	7369636	2008/05/06
301	US	10/868832	2004/06/17	7197728	2007/03/27
303	US	10/975302	2004/10/28	7187954	2007/03/06
304	US	10/921150	2004/08/19	7236840	2007/06/26
305	US	10/913356	2004/08/09	7295411	2007/11/13
307	US	11/028571	2005/01/05	7446048	2008/11/04
308	US	11/011037	2004/12/15	7321158	2008/01/22
310	US	10/916645	2004/08/12	7221013	2007/05/22
311	US	11/009005	2004/12/13	7268083	2007/09/11
312	US	11/005733	2004/12/07	7084000	2006/08/01
312	KR	2004-0106994	2004/12/16	10-0664471	2006/12/27
313	US	11/006665	2004/12/08	7446015	2008/11/04
314	US	11/081669	2005/03/17	7170729	2007/01/30
314	JP	2004-144690	2004/05/14	04310233	2009/05/15
315	US	11/128438	2005/05/13	7378216	2008/05/27
316	US	11/009055	2004/12/13	7378229	2008/05/27
317	US	11/013333	2004/12/17	7198888	2007/04/03
318	US	11/060316	2005/02/18	7244625	2007/07/17
319	US	11/080418	2005/03/16	7323758	2008/01/29
320	US	11/187958	2005/07/25	7951679	2011/05/31
321	US	11/058225	2005/02/16	7245164	2007/07/17
322	US	11/138499	2005/05/27	7171640	2007/01/30
323	US	11/179646	2005/07/13	8064453	2011/11/22
324	US	11/883556	2007/08/02	7859032	2010/12/28
324	JP	2005-051513	2005/02/25	04452199	2010/02/05
325	US	11/215008	2005/08/31	7161519	2007/01/09
326	US	11/260385	2005/10/28	7255974	2007/08/14
327	US	11/329027	2006/01/11	7899992	2011/03/01
328	US	11/288093	2005/11/29	7202147	2007/04/10
329	US	11/490232	2006/07/21	7789575	2010/09/07
329	JP	2006-121755	2006/04/26	04686400	2011/02/18
330	US	11/557270	2006/11/07	7777794	2010/08/17
330	JP	2005-326325	2005/11/10	04771466	2011/07/01
331	US	12/162697	2008/07/30	7964451	2011/06/21
332	US	11/643699	2006/12/22	8081151	2011/12/20

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334	US	11/714835	2007/03/07	8094950	2012/01/10
335	US	11/858209	2007/09/20	7710483	2010/05/04
335	CN	200710153121. X	2007/09/21	200710153121. X	2011/05/11
335	JP	2006-256068	2006/09/21	04688766	2011/02/25
336	US	11/776979	2007/07/12	7847849	2010/12/07
336	JP	2006-197493	2006/07/19	04786446	2011/07/22
337	US	11/697498	2007/04/06	7863633	2011/01/04
337	JP	2006-108035	2006/04/10	04740018	2011/05/13
338	US	12/307984	2009/01/08	8094227	2012/01/10
339	US	11/812698	2007/06/21	8035134	2011/10/11
340	US	11/763568	2007/06/15	7852394	2010/12/14
340	JP	2007-024576	2007/02/02	04917449	2012/02/03
341	US	12/298243	2008/10/23	8041064	2011/10/18
342	US	11/905787	2007/10/04	7759222	2010/07/20
343	US	12/524981	2009/07/29	8068155	2011/11/29
343	CN	200780050545. 1	2009/07/28	200780050545. 1	2011/11/09
344	US	12/140669	2008/06/17	8120130	2012/02/21
345	US	12/130155	2008/05/30	7921238	2011/04/05
346	US	12/194193	2008/08/19	8120128	2012/02/21
348	US	12/246021	2008/10/06	7960828	2011/06/14
349	US	12/808264	2010/06/15	8300130	2012/10/30
349	JP	2009-546148	2010/05/07	05211072	2013/03/01
350	US	12/244324	2008/10/02	7928547	2011/04/19
351	US	12/482945	2009/06/11	8502301	2013/08/06
351	JP	2007-297639	2007/11/16	05107680	2012/10/12
352	US	12/908277	2010/10/20	8125863	2012/02/28
353	US	12/365546	2009/02/04	8084358	2011/12/27
354	US	12/407837	2009/03/20	8080855	2011/12/20
355	US	12/400447	2009/03/09	7986019	2011/07/26
356	US	12/428261	2009/04/22	8018012	2011/09/13
357	US	12/429070	2009/04/23	8018516	2011/09/13
358	US	12/431378	2009/04/28	8085334	2011/12/27
359	US	12/966286	2010/12/13	8274586	2012/09/25
360	US	12/877555	2010/09/08	7948731	2011/05/24
361	US	12/481252	2009/06/09	7884437	2011/02/08

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361	JP	2008-215398	2008/08/25	05185019	2013/01/25
362	US	12/573279	2009/10/05	8149598	2012/04/03
363	US	12/496102	2009/07/01	8130305	2012/03/06
364	US	12/712890	2010/02/25	8471341	2013/06/25
364	JP	2008-200880	2008/08/04	05147588	2012/12/07
365	US	12/559887	2009/09/15	8110755	2012/02/07
366	US	13/005196	2011/01/12	8476714	2013/07/02
367	US	13/399102	2012/02/17	8604554	2013/12/10
367	JP	2009-244632	2009/10/23	05268859	2013/05/17
368	US	12/893565	2010/09/29	8344461	2013/01/01
369	US	13/005085	2011/01/12	8558321	2013/10/15
369	JP	2010-245591	2010/11/01	05410398	2013/11/15
370	JP	2010-117028	2010/05/21	05159828	2012/12/21
370	US	13/029556	2011/02/17	8476680	2013/07/02

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[REDACTED]

[REDACTED]

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SCHEDULE C

White List

[REDACTED]

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[REDACTED]

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**SCHEDULE D
LITIGATION**

NONE

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SCHEDULE E

ASSET INFORMATION

In each case to the extent reasonably available in Seller's own files that are not confidential to Seller or its Subsidiaries, or is subject to a confidentiality agreement, a claim of attorney-client privilege, work-product immunity doctrine, or immunity or other protection by Seller or its Subsidiaries:

(a) **U.S. Patents.** For each issued United States patent, provide the following:

- (i) ribbon copy issued by the United States Patent and Trademark Office,
- (ii) Assignment Agreement(s) from the inventor(s) to Seller;
- (iii) conception and reduction to practice materials;
- (iv) a copy of the Seller internal Docket.

NOTE: Notwithstanding the Section 4.1, Seller may provide ILC with information set forth in subpart (iv) above on reasonable effort basis.

(b) **Non-U.S. Patents.** For each non-United States patent, provide the following:

- (i) the original certificate issued by the applicable government, if available,
- (ii) Assignment Agreement(s), if any, between the inventor(s) and Seller;
- (iii) copy of each pending foreign application.

(c) **Patent Applications.** For each patent application, provide the following:

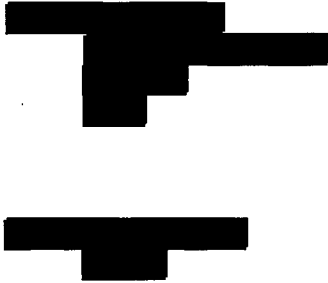
- (i) a copy of the patent application, as filed,
- (ii) if unpublished, a copy of the filing receipt and the non-publication request, if available,
- (iii) the Assignment Agreement(s), if any, between the inventor(s) and Seller,
- (iv) the prosecution history files for each application.

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SCHEDULE F

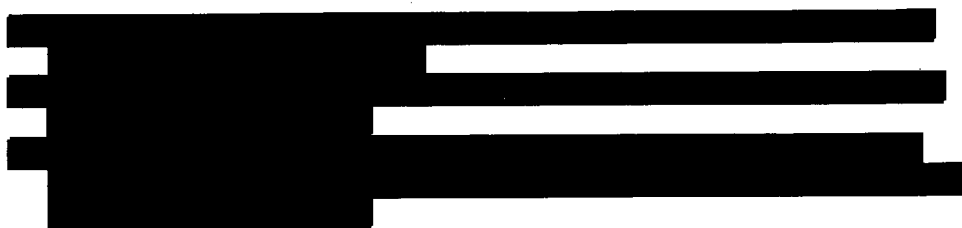
PARTNERS OF IPVALUE AND CERTAIN OTHER COMPANIES



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SCHEDULE G
ILC PERFORMANCE REQUIREMENTS



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SCHEDULE H

Attached current version of <http://panasonic.net/corporate/segments/>, describing Panasonic Divisions.

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SCHEDULE I

First 30 Assets:

US5942794
US6495451
US6509638
US6512298
US6593198
US6734069
US6737348
US6746962
US6773992
US6777811
US6812101
US6951809
US7109095
US7115533
US7138706
US7659626
US7985675
US8097962
US7455441
US6497944
US6501156
US6169307
US7164178
US7663191
US7755145
US8178929
US8344455
US7515394
US7233073
US8350332

Second 30 Assets:

US6720226
US7238609
US7304341
US7309629
US7781844

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US7807557
US7915687
US5972783
US5866480
US6084895
US7994036
US8004044
US8288833
US6830979
US6881660
US6524904
US7417304
US7221690
US7863623
US7157325
US7369593
US6940152
US7176124
US6748091
US7921238
US8081151
US7777794
US7323758
US8080855
US8110755

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EXHIBIT A

TRANSFER ASSIGNMENT DOCUMENT

ASSIGNMENT

Panasonic Corporation, a Japanese corporation having a place of business at 1006 Oaza, Kadoma, Kadoma City, Osaka 571-8501, Japan ("Assignor"), hereby irrevocably assigns to Pannova Semic, LLC, a company having a place of business at 3945 Freedom Circle, Suite 900, Santa Clara, CA 95054 ("Assignee"),

all rights, title and interest that exist as of January 1, 2015 and may exist in the future in and to any of the following (collectively, the "*Patent Rights*"):

(a) the patent applications and patents listed in the attached Appendix I (collectively, the "*Assets*"), including all rights of priority;

(b) all patents, divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof and all pending applications therefor, and all foreign counterparts thereof (including statutory invention registrations) and all pending applications therefor, and any patents resulting therefrom for all Assets in (a) above.

(c) all items in any of the foregoing categories (a) and (b), whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(d) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (c), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(e) all claims for damages, accounting and information, and other secondary claims arising out of the past and current infringement of the Assets and/or any item in any of the foregoing categories (b) through (d) by third parties which have accrued with Assignor or to which Assignor otherwise holds title; and

(f) all rights to collect royalties and other payments under or on account of any of the Assets and/or any item in any of the foregoing categories (b) through (e).

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

IN WITNESS WHEREOF, Assignor has caused its duly authorized representatives to

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execute this Assignment.

Panasonic Corporation

By: _____
Name: _____
Title: _____
Date: _____

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ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Koichi Nomura to the above TRANSFER ASSIGNMENT DOCUMENTS on behalf of Panasonic Corporation and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation if called upon to do so.
2. Koichi Nomura is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 20__ to execute the above Transfer Assignment Document on behalf of Panasonic Corporation.
3. Koichi Nomura executed the above Transfer Assignment Document on behalf of Panasonic Corporation.

I declare under penalty of perjury under the laws of the United States of America that the statements made above in this Attestation are true and correct.

EXECUTED on _____, 20__

Signature: _____
Print Name: _____

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Appendix C

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PATENT PURCHASE AGREEMENT

PATENT PURCHASE AGREEMENT (this "Agreement"), effective as of December 29, 2015 ("Effective Date"), by and between Tessera Advanced Technologies, Inc., a Delaware corporation ("Buyer"), and Pannova Semic, LLC, a Delaware limited liability company ("Seller"). In consideration of the mutual promises in this Agreement, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS.

1.1 "Affiliate" means with respect to any entity, any other entity controlling, controlled by or under common control with such entity as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. Notwithstanding the foregoing, with respect to Seller, the term shall be limited to Seller's parent company IPValue Management, Inc and companies controlled by IPValue Management, Inc.

1.2 "Confidential Information" means any information, whether in electronic, written, graphic, oral, machine readable or other tangible or intangible form, that is marked or identified at the time of disclosure as "Confidential" or "Proprietary" or in some other manner so as to clearly indicate its confidential nature. In order to be treated as "Confidential Information," information that is disclosed orally must be identified at the time of disclosure or promptly thereafter as confidential or proprietary. The obligations under Article 7 shall not apply to the extent that the disclosing party establishes by competent proof that such information: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no act or omission of the receiving party; (c) was already in the possession of the receiving party without confidentiality obligations at the time of disclosure hereunder by the disclosing party; (d) is obtained by the receiving party without confidentiality obligations from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

1.3 "Disclaimer Issue" means a terminal disclaimer (including under 35 U.S.C. § 253 or 37 CFR 1.321 or the equivalent laws or regulation of any other patent authority, a "Terminal Disclaimer") that exists or is or should reasonably be required to be made in a patent or patent application to address a double patenting issue, including such a double patenting issue raised in a judicial or administrative proceeding (including any proceeding with the U.S. Patent and Trademark Office or any corresponding foreign patent authority).

1.4 "Grant" means a license, waiver of any rights of enforcement (including but not limited to any covenant not to sue, covenant not to assert, or standstill agreement), release of any claim, or other grant of any right. For the avoidance of doubt, Grant is not intended to mean rights appurtenant to the sale of products by Panasonic or its subsidiaries, or licenses appurtenant to development, services, technology or know-how license agreements entered into by Panasonic or its subsidiaries.

1.5 "Governmental Entity" means any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency commission or subdivision thereof, including but not limited to the U.S. Patent and Trademark Office ("PTO") and the European Patent Office ("EPO").

1.6 "Patents" means any patents and applications (including provisional applications), patents issuing from such applications, certificates of invention or any other grants by any Governmental Entity for the protection of inventions, and all reissues, renewals, continuations, continuations-in-part, re-examinations and extensions of any of the foregoing, in the United States and all jurisdictions of the world, including all foreign and international patents and applications; provided, however, that when the term "Patent" is used in the context of, or to refer to, a particular patent or patent application, or a patent or patent application on a schedule, the term shall mean only that particular patent or patent application, as the case may be.

1.7 "Patent Documents" means documents, records and files in the possession or control of Seller and its Affiliates, and their counsel or their agents relating primarily to the Purchased Patents, including the following types of documents, records and files: (a) the original patent for each of the Purchased Patents that has issued, (b) complete prosecution files and docketing reports, including materials filed with the U.S. Patent Office (or the equivalent authority in any other country) with respect to such Purchased Patents and any other materials with respect to such Purchased Patents held in the files of the attorneys or agents prosecuting such Purchased Patents, (c) originals of all assignment agreements that specifically identify the Purchased Patents, including a written assignment to Seller from each inventor for each Purchased Patent, and copies of all assignment agreements that encompass, but do not specifically identify, the Purchased Patents (such as, for example, employee and consultant invention

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assignment agreements for all inventors of the Purchased Patents), (d) documents, records and files maintained by Seller or its Affiliates for the Purchased Patent relating to the conception or reduction to practice of the claims made in any of the Purchased Patents, or to title, validity or enforceability of the Purchased Patents, (e) documents, records and files relating to any marking activities or to any past assertion, licensing, enforcement or defense of any of the Purchased Patents, and (f) any other materials or information in the possession or control of, or known to, Seller, its counsel or its agents that is reasonably likely to be relevant and required to be produced in any litigation to enforce such Purchased Patents; but specifically excluding any attorney-client privileged information contained in any such documents, records and files.

1.8 "Patent Rights" with respect to any Patent includes all worldwide legal rights, whether or not filed, perfected, registered or recorded, that may exist under the laws of any jurisdiction to and under such Patent including the right and power to assert, defend and recover title to and collect damages for past, present, and future infringement, misappropriation, impairment or unauthorized use of the Patent, the right and power to exclude others from practicing the Patent, and the right and power to seek temporary restraining orders, preliminary and permanent injunctions and other equitable relief for infringement or misappropriation of the Patent, and all claims for royalties and other payments, accounting and information, and other secondary claims arising out of the past and current infringement.

1.9 "Person" means any natural person, corporation, joint stock company, limited liability company, association, partnership, firm, joint venture, organization, business, trust, estate or any other entity or organization of any kind or character.

1.10 "Purchased Patents" means, whether or not the due date of any maintenance fees, annuities and the like thereof is lapsed, (a) the Patents identified in part 1 of Exhibit B, (b) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, reexaminations and foreign counterparts thereof, and all other Patents resulting from the foregoing Patents, and (c) all Patent Rights in and to the foregoing. The Patents in (b) are identified to the best of knowledge of Buyer and Seller in parts 2 and 3 of Exhibit B.

1.11 "Transfer Documents" means fully executed, original patent transfer documents, in a form approved by Buyer suitable for filing with the relevant governmental entity, in each jurisdiction where the Purchased Patents issued from or have been filed, as the case may be, in each case to record the change of ownership of the Purchased Patents from Seller to Buyer. Unless otherwise directed by Buyer, Transfer Documents for U.S. Purchased Patents shall be provided in the form of Exhibit C.

2. ASSIGNMENT.

2.1 Assignment to Buyer. Seller agrees to, and does hereby, irrevocably sell, assign, transfer and convey to Buyer, throughout the world and in perpetuity, the entire right, title and interest in and to the Purchased Patents, including rights to damages and payments for past, present or future infringements or misappropriations. Whether or not the due date of any maintenance fees, annuities and the like thereof is lapsed, each of the Purchased Patents shall be transferred regardless of its status.

2.2 Additional Transfer. If any Purchased Patent is subject to a Disclaimer Issue after the Effective Date with respect to any other Patent owned by Seller or its Affiliates, Seller, at Buyer's request, shall transfer ownership of such Patent to Buyer without additional consideration, provided that such Patent shall be assigned "as is" without any representation or warranty under this Agreement or otherwise.

2.3 Reservation of Rights. No license, covenant, immunity, authorization or other right is granted or made, by implication, estoppel, acquiescence, reliance or otherwise under this Agreement, to Seller, its Affiliates or any third party under any Purchased Patent or any other intellectual property right now or hereafter owned or controlled by Buyer or its Affiliates. Seller shall not (and shall cause its Affiliates to not) file or maintain, or assist any third party to file or maintain, a claim for reexamination of any Purchased Patent, or any legal or administrative proceeding alleging invalidity, non-infringement or unenforceability of any Purchased Patent, except that Seller may respond to any discovery request, subpoena, court order or government action provided Seller gives reasonable advance notice in writing to Buyer of such requirement, will use reasonable efforts to secure confidential treatment of the information (whether through protective order or otherwise), except to the extent inappropriate with respect to patent applications, and use reasonable efforts to permit Buyer an opportunity to maintain confidentiality of its affected Confidential Information.

2.4



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3. [REDACTED]

3.2 Files and Prosecution Counsel. On the Effective Date, Seller shall: (a) deliver to Buyer the Transfer Documents; (b) deliver to Buyer the Patent Documents for each of the Purchased Patents; and (c) send letters to each outside counsel and foreign associate firm responsible for the preparation and prosecution of any Purchased Patent informing such firm that Seller has assigned all of Seller's right, title and interest in and to any files maintained by such firm for the purpose of the preparation and prosecution of the Purchased Patents to Buyer (other than attorney-client privileged information) and directing such firm to (i) immediately take direction from Buyer regarding sending all copies of such files to Buyer, and (ii) invoice Seller for all costs and expenses incurred on or before the Effective Date. Seller shall be responsible for all invoices, expenses, and fees to outside prosecution counsel or agents relating to the Purchased Patents that were incurred prior to or on the Effective Date. If reasonably necessary, Seller shall thereafter assist Buyer in procuring all such files from all such outside counsel and foreign associate firms.

3.3 Limited Power of Attorney. Seller irrevocably constitutes and appoints Buyer, with full power of substitution, to be its true and lawful attorney, and in its name, place or stead, to execute, acknowledge, swear to and file, all instruments, conveyances, certificates, agreements and other documents, and to take any action which shall be necessary, appropriate or desirable to effectuate the transfer, or prosecution of the Purchased Patents in accordance herewith; *provided, however*, that such power shall be exercised by Buyer only if Seller fails to promptly take the necessary actions required hereunder to affect or record such transfer, or for prosecution of such Purchased Patents following Buyer's reasonable request, and being given a reasonable opportunity to do so. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.

3.4 Attorney-Client Privileged Information. Seller shall use reasonable efforts to: (a) maintain attorney-client privilege with respect to all attorney-client privileged information existing as of the Effective Date that relates to the Purchased Patents; and (b) provide Buyer with at least fifteen days prior written notice before disclosing to any third party, or waiving any attorney-client privilege with respect to, any such attorney-client privileged information. Notwithstanding anything to the contrary herein, nothing in this Article 3 shall obligate Seller to disclose any attorney-client privileged information; *provided, however*, that Buyer shall have the right to request, from time to time, whether Seller has subsequently waived privilege with respect to information previously indicated by Seller to be privileged, and if such privilege has subsequently been waived, Buyer shall have the right to re-request assistance from Seller under this Article 3.

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4. [REDACTED]

4.2 **Transfer Taxes.** Seller shall be solely responsible for the payment of, and shall pay when due, any federal, state, local, foreign or other tax, duty, levy, impost, fee, assessment or other governmental charge, including income, gross receipts, business, occupation, sales, stamp, value-added, excise (or similar transfer taxes), use, or other tax of any kind whatsoever and any premium, together with any interest, penalties, surcharges, fines and additions attributable to or imposed with respect to the foregoing (collectively "Taxes") that may be payable upon the transfer of the Purchased Patents to Buyer hereunder.

5. **TERM AND SURVIVAL.** The term hereof will commence on the Effective Date and will continue in full force and effect until the date of expiration of the last to expire of the Purchased Patents or, if later, the last date of expiration of the right to enforce any of the Purchased Patents.

6. **REPRESENTATIONS AND WARRANTIES.**

6.1 **Corporate and General Matters.** Seller represents and warrants that: (a) Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) Seller has the full right, power and authority, and has obtained all third party consents, approvals and authorizations, required to enter into this Agreement and to carry out its obligations under this Agreement, including assigning each Purchased Patent per Article 2; (c) Seller (i) will not be insolvent as of the Effective Date and will not become insolvent as a result of the transactions contemplated hereunder, (ii) is not engaged in a business or transaction, or about to engage in a business or a transaction, for which any property remaining with Seller after giving effect to the transactions contemplated hereunder is or will be an unreasonably small capital, (iii) does not intend to incur, and does not believe that it will incur, debts that would be beyond Seller's ability to pay as they mature, and (iv) as of the Effective Date will generally be paying its obligations as they come due (for purposes hereof, the term "insolvent" shall have the meaning given to it in 11 U.S.C. § 101(32)); (d) Seller is not entering into the transactions contemplated hereunder with the intent to hinder, delay or defraud any entity to which Seller is or will become, on or after the Effective Date, indebted; and (e) the transactions and agreements contained hereunder do not violate any state or federal fraudulent transfer, fraudulent conveyance or bulk sale laws, or any other laws of similar effect.

6.2 **Patent Matters.** Seller represents and warrants that as of the Effective Date:

(a) **Ownership.** Seller exclusively owns all right, title and interest in and to the Purchased Patents free of all liens, encumbrances and other ownership interests. Except for Buyer, there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Purchased Patents.

(b) **Notice of Ownership Challenges.** Neither Seller nor any of its Affiliates has received any notice or claim (whether written, oral or otherwise) challenging the inventorship or Seller's ownership of any Purchased Patent (in whole or in part) or suggesting that any third party has any claim of legal or beneficial ownership with respect to any Purchased Patent.

(c) **Assignment Documents.** All agreements in the possession of Seller or its Affiliates assigning any right, title or interest in the Purchased Patents have been provided to Buyer (or its outside counsel in the case of one assignment document).

(d) [REDACTED]

(e) [REDACTED]

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- [REDACTED]
- (f) No Seller Grants. Seller has not provided any Grant of any of the Purchased Patents to any Person other than to Panasonic and its subsidiaries.
 - (g) Standard Bodies. Seller and its Affiliates have not participated in or entered into any agreement with any standards body, patent pools, or similar formal or informal organization ("Standards Body"), which participation or agreement would affect or create any obligation on Seller, its Affiliate or Buyer with respect to the Purchased Patents.
 - (h) Co-Development. To the knowledge of Seller and its Affiliates, none of the Purchased Patents were developed by, on behalf of, jointly with, or with the funding of, a third party.
 - (i) Governmental Rights. To the knowledge of Seller and its Affiliates, no funding was received and no resources or facilities from any governmental entity or agency in connection with the conception, development or reduction to practice of any invention disclosed in any Purchased Patent.
 - (j) University Rights. Neither Seller nor any of its Affiliates, or any of their personnel, was affiliated with or used any personnel, funding, resources or facilities of any college or university in connection with the conception, development or reduction to practice of any invention disclosed in any Purchased Patent or otherwise where the college or university may have any economic or other interest in any Purchased Patent.
 - (k) Terminal Disclaimers. To the knowledge of Seller and its Affiliates, none of the Purchased Patents are terminally disclaimed to another patent or patent application, except as noted in Exhibit F.
 - (l) Lawsuits and Other Proceedings. To the knowledge of Seller and its Affiliates, no Purchased Patent has been involved in any past or pending action, suit, investigation, claim or proceeding (including any reexamination), nor has any Purchased Patent been threatened with any such action, suit, investigation, claim or proceeding.
 - (m) No Finding or Notice of Invalidity or Unenforceability. To the knowledge of Seller and its Affiliates, no issued claim of a Purchased Patent has ever been found invalid, unpatentable or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, excluding what is lapsed and/or expired. Neither Seller nor any of its Affiliates has received any notice or claim challenging or questioning the validity or enforceability or alleging the misuse of any Purchased Patent.
 - (n) No Fraud. To the knowledge of Seller and its Affiliates, no acts of Seller, its Affiliates or anyone acting on their behalf has or will constitute fraud upon the United States Patent and Trademark Office or any other patent office or governmental entity.
 - (o) Third Party Notices. Neither Seller nor any of its Affiliates has put any third party on notice of actual or potential infringement of any Purchased Patent.
 - (p) Upcoming Required Actions. To the knowledge of Seller, there are no actions that must be taken within 90 days after the Effective Date, including the payment of any registration, maintenance or renewal fees or the filing of any responses to office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Purchased Patent, except as specifically identified in Exhibit E.
 - (q) Broker's Fees. There are no broker's or finder's fees to be paid by Seller or any of its Affiliates, and neither Seller nor any of its Affiliates has knowledge of, and has taken no action which would give rise to, any claim for a broker's or finder's fee to be paid by Buyer in connection with the consummation of the transactions provided for hereunder.
 - (r) Royalties. Other than payments that may become payable by Seller to Panasonic, there are no royalties, honoraria, fees or other payments payable by Seller to any third party by reason of the ownership, use, possession, license, sale, or disposition of any Purchased Patents.

6.3 Effect of Due Diligence. The fact that Buyer will or may have conducted an investigation of the Purchased Patents prior to the Effective Date shall in no way mitigate or qualify the representations and warranties of Seller herein, except to the extent that the relevant information has been fully and fairly disclosed to Buyer. Seller acknowledges and agrees that Buyer is relying on Seller's representations and warranties in executing this Agreement and consummating the transactions contemplated

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herein.

6.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 6, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. Nothing in this Agreement or otherwise shall be deemed or construed as an obligation on Buyer to: (A) bring or prosecute actions or suits against third parties for infringement; or (B) file, prosecute, maintain, seek the reexam or reissue of, or otherwise pursue any specific action with respect to any Purchased Patent.

6.5



7. CONFIDENTIALITY.

7.1 Non-Disclosure. Except as set forth in this Section 7.1, the receiving party shall not disclose or use the disclosing party's Confidential Information. Each party hereto may: (a) use the other party's Confidential Information to the extent reasonably necessary to perform its obligations hereunder; and (b) use or disclose the other party's Confidential Information to the extent reasonably necessary to (i) exercise the rights granted hereunder, (ii) prosecute or defend litigation, or (iii) comply with applicable laws, governmental regulations or court orders or submitting information to tax or other governmental entities (including the Securities and Exchange Commission); in each case, provided that if a party is required to make any such disclosure, other than pursuant to a non-use and non-disclosure agreement, it will give reasonable advance notice in writing to the other party of such disclosure requirement, will use reasonable efforts to secure confidential treatment of such information (whether through protective order or otherwise), except to the extent inappropriate with respect to patent applications, and use reasonable efforts to permit the other party an opportunity to maintain confidentiality of its affected Confidential Information. It is understood that either party may also disclose the Confidential Information of the other party upon receipt of the prior express written consent to such disclosure by a duly authorized representative of the other party. Buyer shall have the right to disclose Confidential Information without Seller's consent to a prospective buyer in connection with a sale or prospective sale of the Purchased Patents. Upon assignment, the Patent Documents shall become Buyer's Confidential Information subject to information relating to other Patents of Seller remaining Seller's Confidential Information.

7.2 Confidential Agreement. Each party shall not to disclose the terms, but may disclose the existence, hereof to any third party without the prior written consent of the other party. Each party may disclose the terms hereof (a) to such party's Affiliates and to such party's attorneys, accountants, advisors and others on a need to know basis under circumstances that reasonably ensure the confidentiality thereof, (b) to the extent required by law, (c) to the extent necessary to exercise, perfect or enforce this Agreement or rights hereunder, including recordation by Buyer of assignments of the Purchased Patents, (d) by Buyer in connection with a sale or license of any Purchased Patent, or (e) in connection with a merger, acquisition or financing transaction or proposed merger, acquisition or financing transaction, or the like, involving a party to this Agreement or an Affiliate thereof and under circumstances that reasonably ensure the confidentiality of such terms. For all the disclosures permitted under (a) through (e) of the foregoing sentence, the disclosure is only permitted if it is made under circumstance that reasonably ensure the confidentiality of the terms of the Agreement, including information regarding the Grants, to the extent permissible by law or regulation. Any Confidential Information disclosed to Buyer on an "outside counsel eyes only" basis shall remain exclusively with outside counsel of Buyer, and may not be disclosed to personnel of Buyer, except as expressly authorized in writing by Seller.

8. MISCELLANEOUS PROVISIONS.

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8.1 Independent Relationship. Seller and Buyer shall at all times be independent contractors, and as such shall not have any right, power or authority to bind the other. Neither party nor its personnel shall act as an agent for the other party nor shall either party or its personnel be deemed to be an employee, agent, partner, franchisor, franchisee or legal representative of the other party for any purpose. Neither party shall enter into any agreements or incur any obligations on behalf of the other party.

8.2 Notices. All notices required or permitted to be given hereunder shall be in English, shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier addressed as follows:

If to Seller:
IPValue Management, Inc.,
Agent for Pannova Semic, LLC
3945 Freedom Circle, Suite 900
Santa Clara, CA 95054
Attn: Sr. VP, Legal

If to Buyer:
Tessera Advanced Technologies, Inc.
3025 Orchard Parkway
San Jose, CA 95134
Attn: General Counsel

Such notices shall be deemed served when received by the addressee. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

8.3 Severability. If any provision, or portion thereof, hereof is found to be invalid, unlawful or unenforceable to any extent, such provision hereof will be enforced to the maximum extent permissible by applicable law so as to effect the intent of the parties, and the remainder hereof will continue in full force and effect.

8.4 Headings, Construction and Remedies. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. The word "day" when used in this Agreement means a calendar day. The word "law" (or "laws") when used in this Agreement means any applicable, legally binding statute, ordinance, resolution, regulation, code, guideline, rule, order, decree, judgment, injunction, mandate or other legally binding requirement of a government entity. The terms "hereof," "hereunder," "herein" and any similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The parties and their respective counsel have had an opportunity to fully negotiate this Agreement. Accordingly, neither this Agreement as a whole nor any part hereof shall be construed in favor of or against either party. Unless otherwise expressly stated to the contrary in this Agreement, all remedies are cumulative, and the exercise of any express remedy by either party in this Agreement does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto.

8.5 Assignment. Except as provided below, neither party shall assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other party, provided however that Buyer may assign this Agreement in whole or in part to any Affiliate of Buyer, or any purchaser or licensee of any Purchased Patent, without the consent of Seller, and further that Buyer shall be jointly liable with such assignee for the performance of any obligations to Seller under this Agreement. Seller may assign this Agreement in whole or in part to any Affiliate of Seller, without the consent of Buyer, provided that Seller shall be jointly liable with such assignee for the performance of any obligations to Buyer under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon each of the heirs, assigns and successors of the respective parties.

8.6 Governing Law, Exclusive Jurisdiction and Venue. This Agreement, its performance and interpretation shall be governed by the substantive law of the State of California, USA, exclusive of its choice of law rules, and by the federal law of the United States of America. The competent state and federal courts and tribunals in the County of Santa Clara in the State of California shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to this Agreement.

8.7 Specific Performance. The parties hereto agree that irreparable damage would occur if any of the provisions hereof relating to transfer of the Purchased Patents were not performed in accordance with its specific terms or were otherwise breached. The parties will be entitled to an injunction or injunctions to prevent breaches hereof relating to transfer of the Purchased Patents and to enforce specifically the terms and provisions hereof relating thereto in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

8.8 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties who have signed this Agreement below. No other person or entity shall be entitled to rely on this Agreement or to anticipate the benefits hereof or

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otherwise assert or be entitled to any rights or licenses as a third party beneficiary hereof. *wh*

8.9 Waiver. Any waiver of the provisions hereof or of a party's rights or remedies hereunder must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights hereunder and will not in any way affect the validity of the whole or any part hereof or prejudice such party's right to take subsequent action.

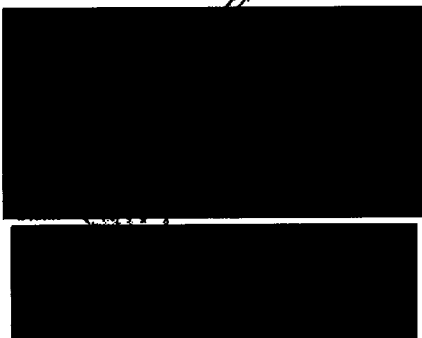
8.10 Limitation of Liability. Other than with respect to Section 7 (Confidentiality), each party's liability under this Agreement is limited to the Purchase Price.

8.11 Entire Agreement; Modification. This Agreement (including the Exhibits hereto) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended except by a writing signed by both parties.

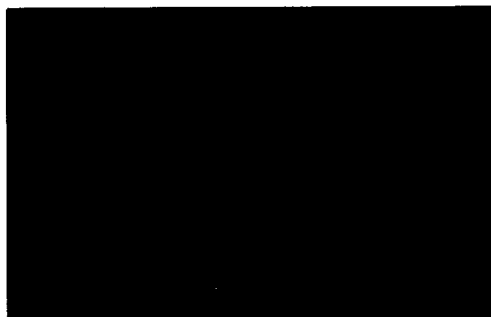
8.12 Counterparts; Scanned Signatures. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one Agreement. Electronically scanned signatures shall be acceptable as originals and binding on the parties.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

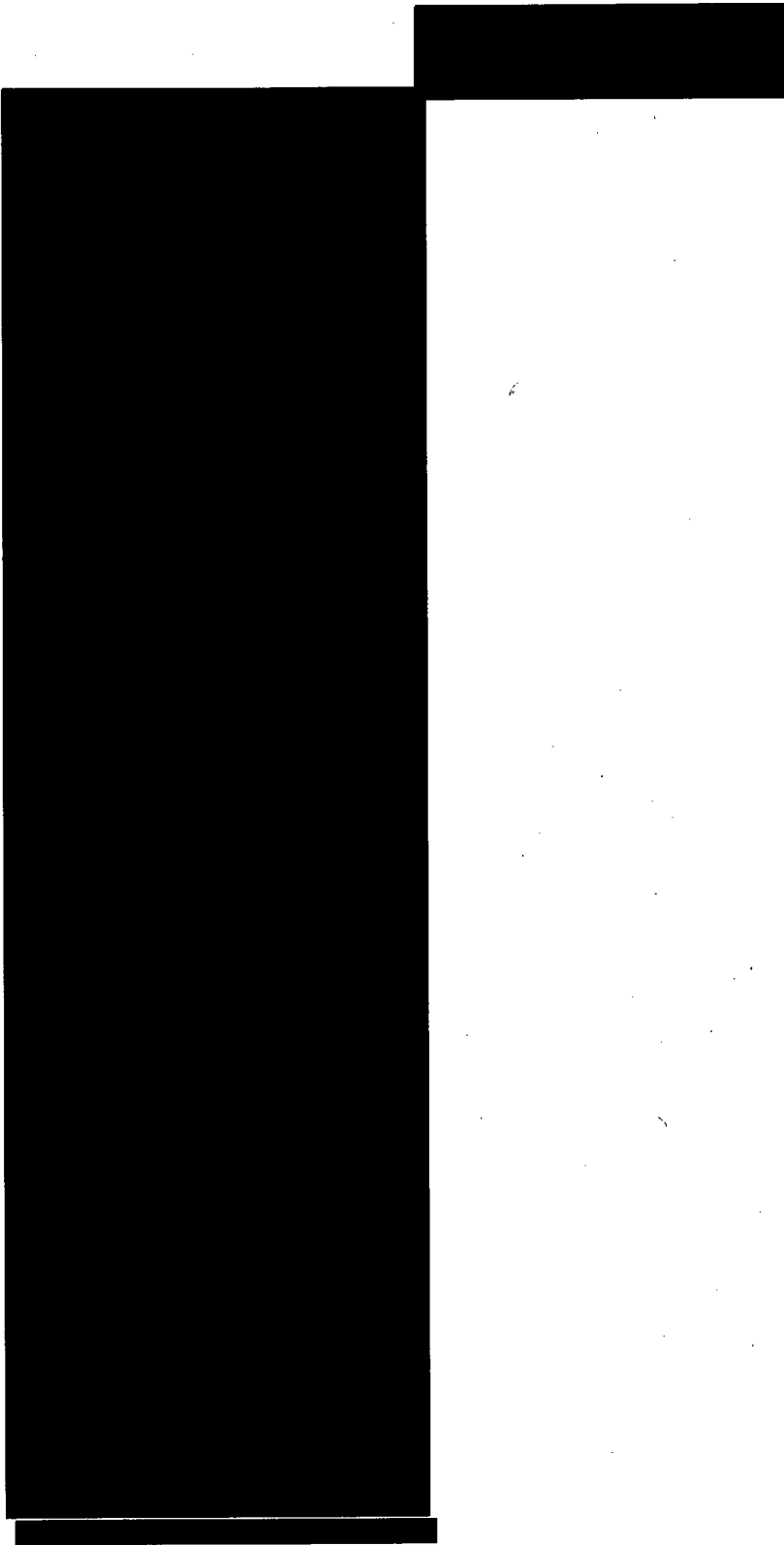
SELLER:



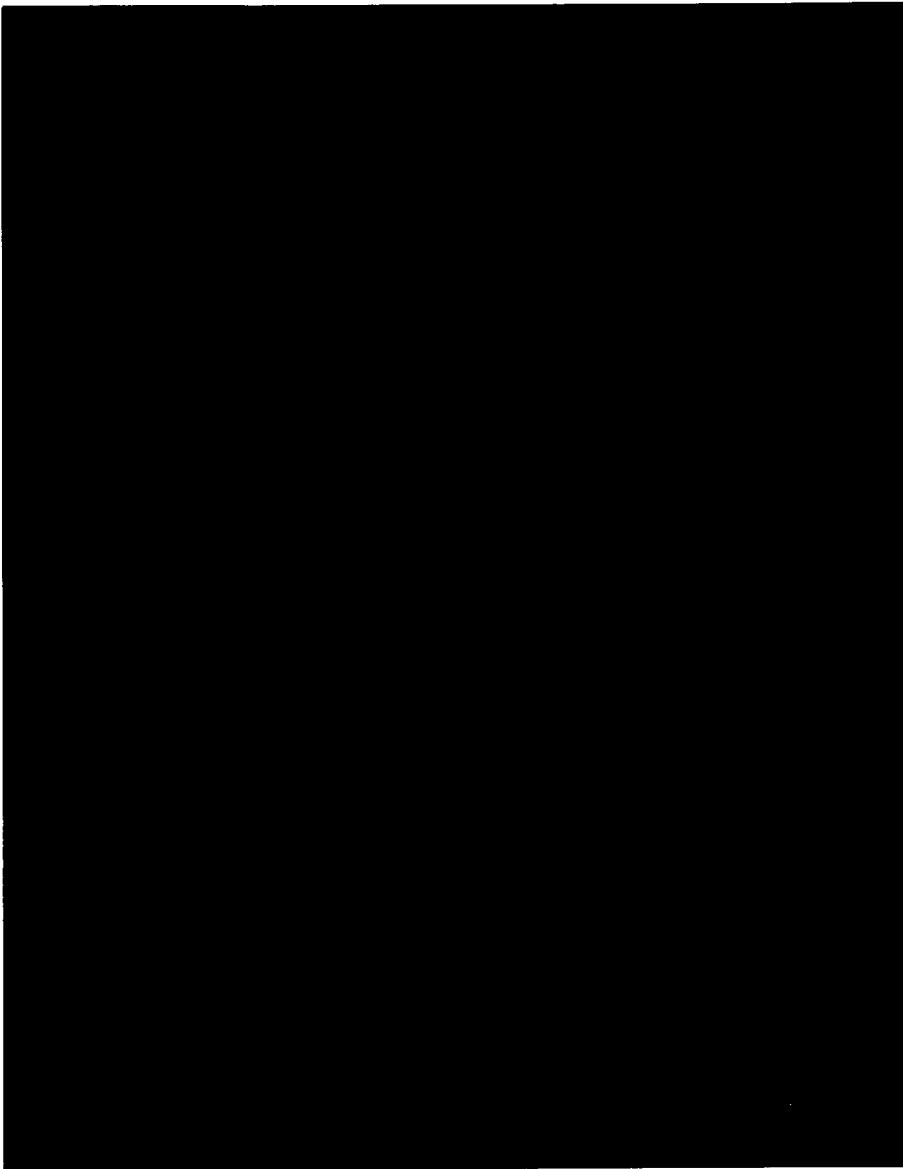
BUYER:



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EXHIBIT B

IDENTIFIED PATENTS AND PATENT APPLICATIONS

Date Format (MM/DD/YYYY)

I. United States Listed Issued Patents

US Issued Patents

Patent Number	Filing Date	Application Number	Issue Date	Publication Number	Title
5773896	02/18/1997	08/802,025	06/30/1998	n/a	Semiconductor device having offset chips
5930599	03/18/1998	09/040,304	07/27/1999	n/a	Semiconductor device and method of manufacturing the same
5942794	10/21/1997	08/955,441	08/24/1999	n/a	Plastic encapsulated semiconductor device and method of manufacturing the same
6130115	06/15/1999	09/332,970	10/10/2000	n/a	Plastic encapsulated semiconductor device and method of manufacturing the same
6208020	11/03/1999	09/432,216	03/27/2001	n/a	Leadframe for use in manufacturing a resin-molded semiconductor device
6338984	01/30/2001	09/771,548	01/15/2002	2001-0007780	Resin-molded semiconductor device, method for manufacturing the same, and leadframe
6433285	12/14/2000	09/735,792	08/13/2002	2001-0025721	Printed wiring board, IC card module using the same, and method for producing IC card module
6501156	09/08/2000	09/657,484	12/31/2002	n/a	Lead frame which includes a die pad, a support lead, and inner leads
6509638	09/06/2001	09/946,363	01/21/2003	2002-0027275	Semiconductor device having a plurality of stacked semiconductor chips on a wiring board
6512298	10/29/2001	09/984,191	01/28/2003	2002-0063340	Semiconductor device and method for producing the same
6518779	10/19/1998	09/174,536	02/11/2003	n/a	Probe card

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Patent Number	Filing Date	Application Number	Issue Date	Publication Number	Title
6603194	06/13/2001	09/879,082	08/05/2003	2002-0109973	Lead frame and method for fabricating resin-encapsulated semiconductor device using the same
6677674	06/12/2002	10/170,136	01/13/2004	2002-0192855	Semiconductor package having two chips internally connected together with bump electrodes and both chips externally connected to a lead frame with bond wires
6693347	12/17/2002	10/320,405	02/17/2004	2003-0089972	Semiconductor device
6707143	12/17/2002	10/320,379	03/16/2004	2003-0085458	Stacked semiconductor chips attached to a wiring board
6777796	12/17/2002	10/320,362	08/17/2004	2003-0085457	Stacked semiconductor chips on a wiring board
6784557	12/02/2002	10/307,450	08/31/2004	2003-0116867	Semiconductor device including a diffusion layer formed between electrode portions
6835600	05/16/2003	10/438,847	12/28/2004	2003-0203541	Lead frame and method for fabricating resin-encapsulated semiconductor device using the same
6852616	06/10/2002	10/165,279	02/08/2005	2002-0151104	Semiconductor device and method for producing the same
6861735	12/31/2003	10/747,982	03/01/2005	2004-0150078	Resin molded type semiconductor device and a method of manufacturing the same
6900524	09/21/2000	09/380,312	05/31/2005	n/a	Resin molded semiconductor device on a lead frame and method of manufacturing the same
6909168	07/22/2002	10/199,109	06/21/2005	2003-0015775	Resin encapsulation semiconductor device utilizing grooved leads and die pad
6954001	08/17/2004	10/919,402	10/11/2005	2005-0012214	Semiconductor device including a diffusion layer
6956288	01/12/2004	10/756,121	10/18/2005	2004-0145052	Semiconductor device with folded film substrate and display device using the same

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Patent Number	Filing Date	Application Number	Issue Date	Publication Number	Title
6992396	08/28/2003	10/649,741	01/31/2006	2004-0126926	Semiconductor device and method for fabricating the same
7042071	10/22/2003	10/689,642	05/09/2006	2004-0080026	Leadframe, plastic-encapsulated semiconductor device, and method for fabricating the same
7078818	01/30/2004	10/766,892	07/18/2006	2004-0183173	Semiconductor device
7126209	12/21/2004	11/018,541	10/24/2006	2005-0110121	Lead frame, resin-encapsulated semiconductor device, and method of producing the same
7132315	06/17/2005	11/154,541	11/07/2006	2005-0236701	Leadframe, plastic-encapsulated semiconductor device, and method for fabricating the same
7138706	06/24/2003	10/608,295	11/21/2006	2004-0051168	Semiconductor device and method for manufacturing the same
7192804	06/27/2003	10/607,274	03/20/2007	2004-0038448	Semiconductor device and method for fabricating the same
7205783	06/25/2004	10/875,624	04/17/2007	2005-0017745	Semiconductor integrated circuit, and electrostatic withstand voltage test method and apparatus therefor
7239021	06/30/2004	10/881,044	07/03/2007	2005-0003580	Stacked chip semiconductor device and method for manufacturing the same
7338838	03/28/2005	11/090,011	03/04/2008	2005-0167855	Resin-encapsulation semiconductor device and method for fabricating the same
7521288	03/14/2007	11/717,953	04/21/2009	2007-0187811	Stacked chip semiconductor device and method for manufacturing the same
7538416	11/19/2004	10/991,864	05/26/2009	2005-0087890	Resin molded type semiconductor device and a method of manufacturing the same
7595222	02/15/2005	11/057,195	09/29/2009	2005-0146005	Semiconductor device and manufacturing method thereof
7728429	07/17/2007	11/826,673	06/01/2010	2008-0087993	Semiconductor device having recessed connector portions
7829995	04/17/2009	12/425,682	11/09/2010	2009-0278248	Semiconductor device and method of fabrication

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Patent Number	Filing Date	Application Number	Issue Date	Publication Number	Title
7851904	12/05/2007	11/950,625	12/14/2010	2008-0136017	Semiconductor device, method for manufacturing the same, and semiconductor device mounting structure
7952177	09/11/2008	12/208,804	05/31/2011	2009-0008754	Resin-sealed semiconductor device, leadframe with die pads, and manufacturing method for leadframe with die pads
7960828	10/06/2008	12/246,021	06/14/2011	2009-0104014	Carrier frame for electronic components and production method for electronic components
8039932	08/12/2008	12/189,952	10/18/2011	2009-0045492	Lead frame, semiconductor device, method of manufacturing the lead frame, and method of manufacturing the semiconductor device
8072057	09/24/2010	12/890,058	12/06/2011	2011-0012250	Semiconductor device and method of fabrication
8097962	02/17/2009	12/372,130	01/17/2012	2009-0278255	Semiconductor device
8193091	06/19/2002	10/173,900	06/05/2012	2003-0127711	Resin encapsulated semiconductor device and method for manufacturing the same
8269335	01/18/2011	13/008,579	09/18/2012	2011-0115081	Multilayer semiconductor device and electronic equipment
8283775	03/16/2011	13/049,307	10/09/2012	2011-0163436	Wiring board, semiconductor device and method for manufacturing the same
8330266	03/10/2010	12/721,067	12/11/2012	2010-0230801	Semiconductor device
8907468	11/30/2011	13/308,038	12/09/2014	2012-0074569	Semiconductor device

2. Foreign Listed Issued Patents and Pending Patent Applications

Foreign Issued Patents

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
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PUBLIC VERSION

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
137112711 41867.2	CN	09/21/2001	2001141867	09/25/2002	n/a	Wire frame and the manufacture of resin sealed semiconductor unit with the wire frame
127021.4	CN	09/11/2000	2000127021	08/24/2005	1288261	Lead-frame land resin sealing member with same, and photoelectronic device
2155954.6	CN	12/12/2002	2002155954	02/15/2006	1427472	Semiconductor device and mfg. method thereof
200510103 744.7	CN	09/21/2001	20051010374 4	05/03/2006	n/a	Lead frame and method for fabricating resin-encapsulated semiconductor device using the same
2123018.8	CN	06/13/2002	2002123018	08/02/2006	1391278	Semiconductor device and manufacture thereof
3155760	CN	09/01/2003	2003155760	09/05/2007	1494142	Lead wire, resin closed semiconductor device and its mfg. method
200310102 587.9	CN	10/24/2003	20031010258 7	04/16/2008	1499623	Lead frame, resin sealed semiconductor device and its manufacturing method
3157013.5	CN	09/09/2003	2003157013	09/24/2008	1512580	Semiconductor device and its producing method
200410062 094.1	CN	07/05/2004	20041006209 4	11/26/2008	1577841	Stacked chip semiconductor device and method for manufacturing the same
1141867.2	CN	09/21/2001	20051010374 4	02/04/2009	2001141867	Lead frame and method for fabricating resin-encapsulated semiconductor device using the same

PUBLIC VERSION

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
02915892	JP	03/23/1998	10-073711	07/05/1999	11074440	Resin-sealed semiconductor device and manufacture thereof
03012816	JP	02/05/1997	9-022337	02/28/2000	10189830	Resin-sealed semiconductor device and manufacturing method therefor
03007632	JP	04/01/1999	11-095185	10/20/2000	2000294717	Resin-sealed semiconductor device and manufacture thereof
03461332	JP	09/04/2000	2000-266601	10/27/2003	2001148456	Lead frame, resin package provided with the same, and opto-electronic device
03526548	JP	11/29/2000	2000-362625	05/17/2004	2002164468	Semiconductor device and its manufacturing method
03535760	JP	02/24/1999	11-046040	06/07/2004	2000243891	Resin sealing type semiconductor device, its manufacture method, and lead frame
03581086	JP	09/07/2000	2000-271113	10/27/2004	2002083921	Semiconductor device
03628971	JP	02/15/2001	2001-038220	03/16/2005	2002246530	Lead frame and method for manufacturing resin molding semiconductor device using the same
03660918	JP	06/19/2002	2002-177888	06/15/2005	2003086762	Semiconductor device and manufacturing method thereof
03670625	JP	06/05/2002	2002-164528	07/13/2005	2003068975	Semiconductor device and its manufacturing method
03679786	JP	06/25/2002	2002-185201	08/03/2005	2004031607	Semiconductor device and method for manufacturing the same

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Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
03689694	JP	12/27/2002	2002-381135	08/31/2005	2004214360	Semiconductor device and its manufacturing method
03699966	JP	10/16/2003	2003-355983	09/28/2005	2004165646	Lead frame, resin sealed semiconductor device and its producing process
03718205	JP	07/04/2003	2003-192139	11/24/2005	2005026564	Chip laminated semiconductor device and its manufacturing method
03801121	JP	08/30/2002	2002-254369	07/26/2006	2004095818	Lead frame, resin sealed semiconductor device using it and its manufacturing method
03879452	JP	07/23/2001	2001-221118	02/14/2007	2003037219	Resin-encapsulation semiconductor device and method for fabricating the same
03908671	JP	01/29/2003	2003-020976	04/25/2007	2004235353	Semiconductor device and display unit using same
04248528	JP	06/02/2005	2005-163183	04/02/2009	2005252314	Lead frame, resin encapsulated semiconductor device and method for manufacturing the same
04307362	JP	11/10/2004	2004-326513A	08/05/2009	2006140208	Resin-sealed semiconductor device, leadframe with die pads, and manufacturing method for leadframe with die pads
04376448	JP	12/05/2000	2000-369833	12/02/2009	2001344587	Printed wiring board and module for IC card using the same and method for manufacturing the same

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Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
04916241	JP	07/28/2006	2006-205463	04/11/2012	2008034570	Semiconductor device, and its manufacturing method
05185062	JP	10/21/2008	2008-270414	04/17/2013	2010103129	Multilayer semiconductor device and electronic device
541494	KR	06/08/2002	200232120	01/16/2006	2003060737	Lead frame and its manufacturing method, resin sealed semiconductor device and its manufacturing method
559653	KR	12/05/2001	200176401	03/03/2006	n/a	Lead frame and method for manufacturing resin molding semiconductor device using the same
1019369	KR	10/24/2003	200374484	03/07/2011	2004036643	Lead frame, resin encapsulated semiconductor device and method for manufacturing the same
181144	TW	10/29/2001	2001-126708	10/31/2003	n/a	Lead frame and method for fabricating resin-encapsulated semiconductor device using the same
1311807	TW	10/23/2003	2003-129430	07/01/2009	200425450	Leadframe, plastic-encapsulated semiconductor device, and method for fabricating the same

Foreign Pending Applications

None

3. US and Foreign Listed Abandoned/Expired Patents and Applications

PUBLIC VERSION

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
1287435	CN	06/20/2003	2003-149193	11/29/2006	1471147	Semiconductor device and manufacturing method thereof
100376899	CN	07/08/2004	2004-10063396	03/26/2008	1576868	Semiconductor integrated circuit, and electrostatic withstand voltage test method and apparatus therefor
n/a	CN	11/10/2005	2005-10119453	n/a	1790687	Resin-sealed semiconductor device, lead frame with die pads, and manufacturing method for lead frame with die pads
101114630	CN	07/27/2007	2007-10138426	01/30/2008	n/a	Semiconductor device and method for manufacturing same
n/a	CN	12/06/2007	2007-10196790	n/a	10122193 2	Semiconductor device, method for manufacturing the same, and semiconductor device mounting structure
n/a	CN	08/14/2008	2008-10210494	n/a	10136957 0	Wire lead frame, semiconductor device and method for manufacturing the wire lead frame
101414572	CN	10/17/2008	2008-10170521	04/22/2009	n/a	Carrier frame for electronic components and production method for electronic components
100423253	CN	06/08/1998	1998808574	10/01/2008	1268246	Resin molded type semiconductor device and a method of manufacturing the same
101383330	CN	11/10/2005	200810165935	06/16/2010	10138333 0	Resin-sealed semiconductor device, leadframe with die pads, and manufacturing method for leadframe with die pads

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Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
101114629	CN	06/08/1998	200710128689	05/11/2011	101114629	Resin molded semiconductor device and method of manufacturing the same
102171816	CN	08/05/2009	200980139213	09/25/2013	102171816	Wiring board, semiconductor device and method for manufacturing the same
69841847	DE	06/08/1998	69841847	09/30/2010	n/a	In harz gegossene Halbleiteranordnung
69917880	DE	11/04/1999	69917880	10/07/2004	69917880	Halbleiteranordnung aus vergossenem Kunststoff, Verfahren zu ihrer Herstellung, und Leiterrahmen
69927532	DE	11/04/1999	69927532	03/16/2006	69927532	Halbleiteranordnung aus vergossenem Kunststoff
69932268	DE	11/04/1999	69932268	11/09/2006	69932268	Halbleiteranordnung aus vergossenem Kunststoff und Verfahren zu ihrer Herstellung
60136525	DE	06/19/2001	60136525	12/24/2008	n/a	Leiterrahmen und Herstellungsverfahren einer harzverkapselten Halbleiteranordnung mit einem solchen Leiterrahmen
1328023 (lapsed)	EP	08/30/2002	2002-19488	12/22/2004	1328023	Lead frame, method for manufacturing the same, resin-encapsulated semiconductor device and method for manufacturing the same
996962	EP	06/08/1998	1998-923185	08/18/2010	n/a	Resin molded type semiconductor device
1032037	EP	11/04/1999	1999-121878	06/09/2004	1032037	Resin-moulded semiconductor device, method for manufacturing

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Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
						the same, and leadframe
1335427	EP	11/04/1999	2003-08809	09/28/2005	1335427	Resin-moulded semiconductor device
1335428	EP	11/04/1999	2003-08810	07/05/2006	1335428	Resin-moulded semiconductor device and method for manufacturing the same
1083602	EP	09/09/2000	2000-119722	01/16/2002	n/a	Lead frame and resin package and photoelectron device using the same
1239517	EP	06/19/2001	2001-114674	11/12/2008	n/a	Lead frame and method for fabricating resin-encapsulated semiconductor device using the same
1187210	EP	09/06/2001	2001-121394	03/02/2005	1187210	Semiconductor device
n/a	JP	02/19/1996	8-030301	n/a	n/a	Manufacturing method of semiconductor device
n/a	JP	05/13/1996	8-117588	n/a	n/a	Manufacturing method of semiconductor device
n/a	JP	10/22/1996	8-279169	n/a	n/a	Resin-sealed semiconductor device and manufacturing method therefor
03262728	JP	01/28/1997	1997-13780	03/04/2002	10032307	Manufacturing method of semiconductor device
03699915	JP	01/28/1997	2001-271437	09/28/2005	20021346 86	Manufacturing method of semiconductor device
n/a	JP	06/27/1997	9-171395	n/a	n/a	Resin-sealed semiconductor device and manufacture thereof
n/a	JP	10/20/1997	1997-286415	n/a	n/a	Probe card
03135888	JP	10/16/1998	1998-294757	02/19/2001	11214455	Probe card

PUBLIC VERSION

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
n/a	JP	09/10/1999	11-257050	n/a	n/a	Lead frame, resin package provided with the same, and opto-electronic device
n/a	JP	03/30/2000	2000-093188	n/a	n/a	Printed wiring board and module for IC card using the same and method for manufacturing the same
n/a	JP	06/13/2001	2001-178104	n/a	n/a	Semiconductor device and its manufacturing method
n/a	JP	12/20/2001	2001-387051	n/a	20031883 13	Semiconductor device and its manufacturing method
n/a	JP	01/09/2002	2002-002771	n/a	20032040 27	Lead frame and its manufacturing method, resin sealed semiconductor device and its manufacturing method
n/a	JP	10/24/2002	2002-309320	n/a	n/a	Lead frame, resin sealed semiconductor device and its producing process
n/a	JP	10/24/2002	2002-309324	n/a	n/a	Lead frame, resin sealed semiconductor device and its producing process
03701954	JP	07/08/2003	2003-272094	10/05/2005	20050330 67	Semiconductor integrated circuit, its static electricity breakdown voltage test method, and device
n/a	JP	12/06/2006	2006-329641	n/a	n/a	Semiconductor device, method for manufacturing the same, and semiconductor device-mounting structure
n/a	JP	06/13/2001	2007-211611	n/a	20090490 72	Lead frame, semiconductor apparatus, method for manufacturing lead frame and semiconductor apparatus

PUBLIC VERSION

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
n/a	JP	12/20/2001	2007-270644	n/a	20090965 23	Carrier Frame of component and method for production of electronic equipment
n/a	JP	01/09/2002	2007-270538	n/a	20081667 11	Semiconductor device, method for manufacturing the same, and semiconductor device mounting structure
n/a	JP	05/09/2008	2008-123505	n/a	n/a	Semiconductor Device
n/a	JP	05/09/2008	2008-123674	n/a	n/a	Semiconductor device, and method for manufacturing thereof
n/a	JP	10/03/2008	2008-258674	n/a	n/a	Wiring board, semiconductor device and method for manufacturing the same
n/a	JP	01/16/2009	2009-008178	n/a	20092959 58	Semiconductor Device
n/a	JP	02/12/2009	2009-29623	n/a	20092959 59	Semiconductor device, and method for manufacturing thereof
n/a	JP	03/10/2009	2009-056485	n/a	20102124 21	Semiconductor Device
03722809	JP	05/28/2003	2003-150394	11/30/2005	200408807 4	Semiconductor device and its manufacturing method
443484	KR	02/14/1997	1997-4457	09/18/2004	n/a	Manufacturing method of semiconductor device
397539	KR	12/08/1999	1999-7011569	09/13/2003	n/a	Resin molded type semiconductor device and a method of manufacturing the same

PUBLIC VERSION

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
n/a	KR	09/09/2000	200053820A	n/a	2001-070069	Lead frame and resin package and photoelectron device using the same
497974	KR	06/11/2002	2002-32538	07/01/2005	2002-095123	Semiconductor device and manufacture thereof
n/a	KR	12/04/2007	2007-124813	n/a	2008-052411	Semiconductor device, method for manufacturing the same, and semiconductor device mounting structure
200903962 6	KR	10/16/2008	2008-101426	04/22/2009	n/a	Carrier frame for electronic components and production method for electronic components
105463	SG	09/08/2000	20005123	08/27/2004	n/a	Lead frame and resin package and photoelectron device using the same
152161	SG	10/09/2008	20087557	05/29/2009	n/a	Carrier frame for electronic components and production method for electronic components
384534	TW	06/18/1998	1998-109764	03/11/2000	n/a	Resin molded type semiconductor device and a method of manufacturing the same
428295	TW	11/03/1999	1999-119156	04/01/2001	n/a	Resin-sealing semiconductor device, the manufacturing method and the lead frame thereof
466713	TW	09/05/2000	2000-118131	12/01/2001	n/a	Lead frame and resin package and photoelectron device using the same
1244708	TW	12/14/2000	2000-126751	12/01/2005	n/a	Printed wiring board, IC card module using the same, and method for producing IC card module

PUBLIC VERSION

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
n/a	TW	09/06/2001	2001-122108	n/a	TW504830 B	Semiconductor device
544901	TW	06/07/2002	2002-112325	08/01/2003	n/a	Semiconductor device and manufacture thereof
n/a	TW	07/11/2002	2002-115421	n/a	560032	Lead frame, method for manufacturing the same, resin-encapsulated semiconductor device and method for manufacturing the same
1228307	TW	08/29/2003	2003-123905	02/21/2005	20040553 6	Lead frame, resin-encapsulated semiconductor device, and the method of making the same
1343117	TW	06/30/2004	2004-119436	06/01/2011	n/a	Stacked chip semiconductor device and method for manufacturing the same
n/a	US	7/1/2002	10/185,000	n/a	2003-0006493	Semiconductor device and manufacturing method thereof
n/a	US	11/21/2005	11/282,726	n/a	2006-0091563	Semiconductor device and method for fabricating the same
n/a	US	09/15/2006	11/522,078	n/a	2007-007633	Lead frame, resin-encapsulated semiconductor device, and method of producing the same
n/a	US	08/29/2003	10/652,790	n/a	n/a	Lead frame, resin-encapsulated semiconductor device, and method of producing the same

PUBLIC VERSION

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
n/a	US	09/11/2008	12/208,804	n/a	2009-0008754	Resin-sealed semiconductor device, leadframe with die pads, and manufacturing method for leadframe with die pads
n/a	WO	06/08/1998	PCT/JP98/02544	n/a	9900826	Resin molded type semiconductor device and a method of manufacturing the same
n/a	WO	07/06/2009	PCT/JP2009/003134	n/a	2010047014	Multilayer semiconductor device and electronic device
n/a	WO	10/05/2009	PCT/JP2009/003753	n/a	2010038345	Wiring board, semiconductor device and method for manufacturing the same

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PUBLIC VERSION

EXHIBIT C FORM OF DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT ("Assignment"), EFFECTIVE AS OF _____, 2015, IS MADE BY AND BETWEEN

_____ (hereinafter "ASSIGNOR"), a _____ corporation with its principal place of business located at _____ --; and

_____ (hereinafter "BUYER"), an _____ corporation having a place of business at _____.

WHEREAS:

A ASSIGNOR is the sole owner in respect of the patents and patent applications listed in the attached Appendix (hereinafter "the PATENTS"); and

B BUYER is desirous of acquiring all of the worldwide right, title and interest in and to the PATENTS.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred, and does hereby sell, assign and transfer to BUYER all of the worldwide right, title and interest in (i) the PATENTS, including all rights of priority; (ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations and foreign counterparts thereof, and other patents, patent applications, certificates of invention other governmental grants, including statutory invention registrations resulting from the PATENTS; (iii) all items in any of the foregoing categories, whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like, (iv) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding, (v) all worldwide legal rights, whether or not filed, perfected, registered or recorded, that may exist under the laws of any jurisdiction to and under such PATENTS, including the right and power to assert, defend and recover title to and collect damages for any past, present or future infringement, misappropriation, impairment or unauthorized use of the PATENTS, , the right and power to exclude others from practicing the PATENTS, and the right and power to seek temporary restraining orders, preliminary and permanent injunctions and other equitable relief for infringement or misappropriation of the PATENTS and (vi) all claims for royalties and other payments, accounting and information, and other secondary claims arising out of the past and current infringement, the same to be held and enjoyed by BUYER for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms of said PATENTS granted or reissued or reexamined as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made. ASSIGNOR also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the PATENTS in the name of BUYER, as the assignee to the entire interest therein.

IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be signed by its duly appointed officer having full authority to convey its property.

And if the issue date and/or patent number of any of the PATENTS is unknown to ASSIGNOR and BUYER at the time this Assignment is executed, ASSIGNOR does hereby authorize its attorneys to insert on this Assignment the issue date and patent number of said any patent when known.

ASSIGNOR hereby declares that BUYER may take the steps for recordal of this assignment in the sole name of BUYER.

PUBLIC VERSION

SIGNED for and on behalf of

ASSIGNOR

By _____ on _____
(Signature) (Date)

(Print Name and Title)

On this _____ day of _____, 2015 before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Public)

SIGNED for and on behalf of

BUYER

by _____ on _____
(Signature) (Date)

(Print Name and Title)

On this _____ day of _____, 2015 before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Public)

PUBLIC VERSION

APPENDIX -- LISTED PATENTS AND PATENT APPLICATIONS

Date Format (MM/DD/YYYY)

1. United States Listed Issued Patents

US Issued Patents

Patent Number	Filing Date	Application Number	Issue Date	Publication Number	Title
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2. Foreign Listed Issued Patents and Pending Patent Applications

Foreign Issued Patents

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
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3. US and Foreign Listed Abandoned/Expired Patents and Applications

Patent Number	Country	Filing Date	Application Number	Issue Date	Publication Number	Title
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PUBLIC VERSION

[REDACTED]

[REDACTED]

[REDACTED]

PUBLIC VERSION

EXHIBIT E

Actions that must be taken within 90 days after the Effective Date for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Purchased Patent: None currently known to Seller. To the extent Seller becomes aware of such actions, Seller shall disclose those items prior to the Effective Date.

PUBLIC VERSION

EXHIBIT F

The following Purchased Patents are terminally disclaimed to another patent or patent application:

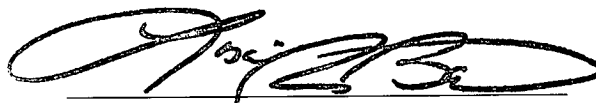
US7239021

**CERTAIN WAFER-LEVEL PACKAGING
SEMICONDUCTOR DEVICES AND PRODUCTS
CONTAINING SAME (INCLUDING CELLULAR PHONES,
TABLETS, LAPTOPS, AND NOTEBOOKS) AND
COMPONENTS THEREOF**

Inv. No. 337-TA-1080

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **Order No. 26** has been served upon the following parties as indicated, on **July 19, 2018**.



Lisa R. Barton, Secretary
U.S. International Trade Commission
500 E Street, SW, Room 112
Washington, DC 20436

On Behalf of Complainant Tessera Advanced Technologies, Inc.:

Bert C. Reiser, Esq.
LATHAM & WATKINS LLP
555 Eleventh Street, NW, Suite 1000
Washington, DC 20004

- ☐ Via Hand Delivery
☒ Via Express Delivery
☐ Via First Class Mail
☐ Other: _____

On Behalf of Respondents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Semiconductor, Inc.:

D. Sean Trainor, Esq.
O'MELVENY & MYERS LLP
1625 Eye Street, NW
Washington, DC 20006

- ☐ Via Hand Delivery
☒ Via Express Delivery
☐ Via First Class Mail
☐ Other: _____