

I, the undersigned, certify that the attached is a true copy of the "RCA/RCAL Patent Assignment and License Agreement" dated and signed on 8 December 1987, excluding the Schedules referred to therein but including a list of Singapore patents from said Schedules which are assigned to RCA Licensing Corporation by Section 2.01 of said Agreement.

Signed and sealed this 21st day of October, 1988.

A handwritten signature in cursive script, appearing to read "Margaret G. Baker", written over a horizontal line.

MARGARET G. BAKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 1990

**RCA/RCAL PATENT ASSIGNMENT
AND LICENSE AGREEMENT**

AGREEMENT made this 8th day of December, 1987 by and between RCA Corporation, a Delaware corporation having offices at 3135 Easton Turnpike, Fairfield, Connecticut ("RCA") and RCA Licensing Corporation, a Delaware corporation having offices at Two Independence Way, Princeton, New Jersey 08540 ("RCAL").

WHEREAS, RCA proposes to transfer and assign certain patents, patent applications, inventions, royalty bearing licenses, books and records and other assets together with certain liabilities and obligations associated with such assets and the business conducted thereby to RCAL (which transfer is to be made in accordance with the Plan of Liquidation of RCA as adopted by RCA on June 10, 1986 in exchange for the stock held by RCAL in RCA).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, RCA and RCAL agree as follows:

I

DEFINITIONS

1.01 CE Business shall mean: that business owned and operated by GE, both directly and through certain of its Subsidiaries, engaged in the research, design, development,

manufacture, sale and distribution of consumer electronics products, and which business is referred to and organized within GE as the Consumer Electronics Business.

1.02 Consumer Electronics Products shall mean:

(a) all products that are developed or being developed, manufactured and/or sold by the CE Business as of the date hereof.

(b) Notwithstanding anything above that may be to the contrary, Consumer Electronics Products shall not include (x) any components, parts or accessories of the type that are being developed, manufactured and/or sold as of the date hereof by any part of GE other than the CE Business, or (y) any components sold as products of the type manufactured as of the date hereof by any part of GE other than the CE Business (and not manufactured by the CE Business) that were merely being sold by, among others, the CE Business.

(c) Further, it is understood that the term "Consumer Electronics Products" shall not include professional broadcast products, power and conversion tubes, commercial video projectors not intended primarily for use by consumers and accessories therefor; television signal distribution systems and accessories therefor; computers, home or otherwise, and computer peripheral equipment other than monitors

for consumer use; digital video interactive products; mobile and two-way radio and telephone products, and auxiliary products therefor; sound recordings (but not including sound recording equipment) including, without limitation, disc records, tapes, tape cartridges and cassettes, music videos and videograms; and sheet music and other forms of musical compositions; and CED video disks and video disk players as developed by the RCA "Selectavision" Video Disk Division prior to the date hereof.

(d) Moreover, the term "Consumer Electronics Products" shall not include (i) consumer products in other established consumer categories, including, without limitation, major appliances, housewares, and lighting products, whether or not such products include as a part thereof electronics systems and subassemblies which would be, if sold separately, Consumer Electronics Products, or (ii) plastics materials or solid state devices (e.g. integrated circuit chips and discrete devices) or components or constituents thereof.

1.03 Patents shall mean: patents, including patents of importation, patents and certificates of addition and utility models, patent applications, and divisions, reissues, continuations, continuations-in-part, renewals

and extensions of any of the foregoing, and any and all patents which may issue on such applications.

1.04 CEP Patents shall mean: Patents whose subject matter is specific, i.e., primarily applicable, to Consumer Electronics Products without substantial applications outside of such products.

1.05 Other Patents shall mean: Patents whose subject matter is not specific to Consumer Electronics Products but which have application to Consumer Electronics Products (or to components, parts or accessories therefor) as well as other products.

1.06 Subsidiary shall mean: with respect to any Person, any other Person in which such Person, one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries of such Person (i) legally or beneficially owns voting capital stock or other voting indicia of ownership representing more than 50% of the voting capital stock or other voting indicia of ownership of such other Person or (ii) legally or beneficially owns voting capital stock or other voting indicia of ownership representing 50% of the voting capital stock or other voting indicia of ownership of, and effectively controls, such other Person.

1.07 Person shall mean: any individual, corporation, partnership, joint venture, trust, business association or other entity, including any Governmental Entity.

1.08 GE shall mean: General Electric Company, a New York corporation, and its Subsidiaries, including RCA and RCAL.

1.09 Except where the context otherwise requires, references in this Agreement to any party or identified person shall be construed automatically to include all Subsidiaries of such party or person.

1.10 Except where the context otherwise requires, references in this Agreement to any defined term in the singular shall be construed automatically to include the plural and vice versa.

II

ASSIGNMENT OF EXISTING PATENTS AND UNPATENTED INVENTIONS

2.01 RCA hereby assigns and agrees to assign or have assigned to RCAL all CEP Patents (including the inventions claimed therein and including the right to sue for past infringement thereof) and all documented unpatented inventions that are specific to Consumer Electronics Products which are owned by RCA as of the date hereof.

2.02 Contingent upon RCAL's agreeing in advance to pay an equitable share of the attorneys fees and expenses of any suit for past infringement, the damages awarded in any such suit for past infringement shall be allocated between RCA and RCAL, with damages for infringement prior to the date hereof payable to RCA and damages for infringement after the date hereof payable to RCAL.

2.03 A list of CEP Patents and documented unpatented inventions hereby assigned or to be assigned to RCAL which is complete as of November 3, 1987 is attached hereto as Schedule A. RCA agrees to supplement the list to add additional CEP Patents or unpatented inventions specific to Consumer Electronics Products owned by RCA as of the date hereof, including any such CEP Patents or unpatented inventions discovered in the future, and to assign such CEP Patents or unpatented inventions as of the date hereof to RCAL.

III

LICENSES TO RCAL

3.01 RCA hereby grants and agrees to grant to RCAL an exclusive, paid-up license, with the right to sublicense others, to make, have made, use and sell Consumer Electronics Products, under all Other Patents and documented unpatented inventions which are applicable to Consumer Electronics

Products as well as other products, and which are owned by RCA (or as to which RCA has a right to grant such a license) as of the date hereof.

3.02 The licenses, with the right to sublicense, granted to RCAL under paragraph 3.01 shall be worldwide and irrevocable and shall extend for the life of each Patent to which they attach.

3.03 A list of Patents (other than CEP Patents) and documented unpatented inventions and which are administered by the group responsible for RCA's consumer electronics licensing activities and which may be applicable to Consumer Electronics Products as well as other products, which is complete as of November 3, 1987 (except for certain Patents subject to a preexisting right of ownership in Burle Technology, Inc. as set forth on Schedule B), is attached hereto as Schedule C. RCA agrees to supplement the list to add additional Other Patents or unpatented inventions applicable to Consumer Electronics Products as well as other products, administered by such activity and owned by RCA as of the date hereof, including any such Other Patents and unpatented inventions discovered in the future and to grant exclusive licenses in the field of Consumer Electronics Products to RCAL as of the date hereof under any such Other Patents or unpatented inventions.

IV

ACCEPTANCE OF ASSIGNMENTS AND
LICENSES; INDEMNITY

4.01 RCAL hereby accepts and agrees to accept the assignments made and to be made and the licenses granted and to be granted under this Agreement.

4.02 RCAL hereby assumes and agrees to pay, perform and discharge, and to indemnify RCA, its parents and their respective Subsidiaries against and hold them harmless from, all obligations and liabilities of RCA, its parents and their respective Subsidiaries arising from the conduct of the business that is attributable to the assets transferred and the licenses granted to RCAL hereunder.

V

GENERAL

5.01 RCA shall bear all expense (including reasonable attorneys fees) for recording any instruments of assignment or transfer or notice of license as to the CEP Patents owned by RCA as of the date hereof, and shall pay any fee charged or tax levied thereon. All patent application filing costs, all prosecution costs for pending applications and all maintenance costs for Patents transferred to RCAL shall be borne by RCA if due or incurred prior to the date hereof and shall be borne by

RCAL from and after the date hereof. RCA at its expense, will cooperate with RCAL in the execution of all necessary instruments of assignment and related documents (to be prepared by or for RCAL) and will perform all necessary acts for the execution and delivery to RCAL of such instruments and documents to enable RCAL to perfect its legal rights thereto.

5.02 In support of the assignment of unpatented inventions, RCA agrees, upon the request of RCAL, to make corresponding assignments to RCAL of its rights and remedies against the inventors thereof, or any of them, so far as relating to such unpatented inventions and arising by operation of law, estoppel, implication or express contract, including, without limitation, those rights as expressed in contracts between RCA and present and past employees and consultants.

5.03 No warranty or representation is hereby given or implied with respect to the validity of any Patent, or that the invention of any Patent licensed hereunder, or that any assigned invention is or can be used free of any claim for compensation, based on Patents or otherwise, of any one not a party to this Agreement.

5.04 Except as otherwise herein expressly provided, no obligation is hereby assumed to maintain, prosecute, enforce

or litigate, file, assert, or defend any Patent within the scope of this Agreement.

5.05 The patent rights transferred or granted to, or retained by either party under this Agreement, may be transferred or granted to others by such party together with the business to which such patent rights pertain, or pro tanto with a sale of a part of that business; provided that such transfer or grant shall not diminish or otherwise adversely affect the patent rights held or retained by the party hereto not involved in such transfer.

5.06 In the event that RCAL shall contemplate or commence any judicial or administrative proceedings under any CEP Patent, or under any Other Patents as an exclusive licensee of RCA, RCA shall cooperate with RCAL in respect to such proceeding or contemplated proceeding. RCA's cooperation shall include: providing relevant information and documents that are in RCA's possession, and making personnel available on reasonable request for interview by counsel, and for deposition and trial testimony if reasonably deemed necessary or desirable. RCA agrees to be joined in such proceeding or to have the proceeding brought in its name if such action is reasonably necessary or desirable for jurisdictional purposes. RCAL shall consult with RCA prior to commencing any such proceeding and shall indemnify and reimburse RCA for all

of RCA's expenses, including counsel fees and any awards against RCA resulting from such proceeding.

VI

LICENSE TO RCA

6.01 RCA and RCAL agree that RCA shall have and retain an exclusive, paid-up license, with the right to grant sublicenses to others, to make, have made, use and sell products in all fields other than Consumer Electronics Products, under all Patents and unpatented inventions (and all Patents issued on said unpatented inventions) which are assigned or agreed to be assigned to RCAL hereunder by RCA.

6.02 RCA and RCAL further agree that the CE Business shall have a paid-up non-exclusive license under the Patents assigned and licensed hereunder to make, have made, use, sell, lease or otherwise dispose of Consumer Electronics Products, which license shall terminate in the event of the sale of the CE Business to a third party not affiliated with RCA. Such license shall not be assignable, in whole or in part, by RCA to any purchaser of the whole or part of the CE Business.

6.03 In addition, any purchaser of that portion of the CE Business comprising either or both the picture tube businesses in Mexico City, Mexico and Jaguare, Brazil shall be entitled

to receive from RCAL, without further consideration, irrevocable licenses or sublicenses, as the case may be, without further sublicensing rights, but only to the Patents and licenses transferred hereunder which were held by RCA as of September 27, 1987 for the continued manufacture and sale of the picture tubes and other products of the CE Business produced by such facilities as of the date hereof until such time as such facility is no longer in operation.

VII

SUCCESSOR CORPORATIONS

7.01 This Agreement and the license granted hereby shall not be deemed to confer any rights upon, or be enforceable by, anyone other than the parties hereto; provided, however, that this Agreement shall be assignable to, and references herein to RCA or to RCAL shall be deemed to include, any corporation into or with which RCA or RCAL, as the case may be, shall be merged or consolidated, or to which it shall sell substantially all its assets, if such successor corporation shall expressly assume in writing the performance of all of the terms and provisions of this Agreement.

VIII

FORCE MAJEURE

8.01 Neither party shall be in default to the other hereunder by reason of the failure of any license or the failure to fulfill any commitment, where such failure results, from an interfering action by an unrelated third party or agency such as but not limited to government entities, unaffiliated corporations and acts of God.

IX

NOTICES

9.01 All notices and other communications hereunder shall be in writing, shall be deemed effective upon receipt (or when delivered by telephone if promptly confirmed in writing) and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the addresses first set forth above, to the attention of the Corporate Secretary.

X

ENTIRE AGREEMENT

10.01 This instrument constitutes the entire and only agreement between the parties and supersedes all preexisting agreements between them respecting the subject matter hereof.

Any representation, promise or condition in connection therewith which is not incorporated in this instrument shall not be binding upon either party. No modification, renewal, extension, waiver, or termination of this Agreement or of any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless made in writing and assigned on behalf of such party by one of its officers or other duly authorized representative. As used herein, the word "termination" includes any and all means of bringing to an end

prior to its expiration by its own terms this Agreement, or any provision thereof, whether by release, discharge, abandonment, or otherwise.

XI

APPLICABLE LAW

11.01 This Agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RCA LICENSING CORPORATION

RCA CORPORATION

By: Stuart G. Leslie

By: Allen D. Gordon

Attest:

Attest:

Dean Chase

Walter H. Andrus