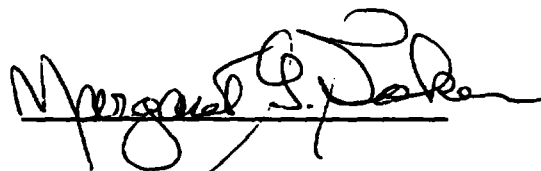


(17)

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.



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

(18)

**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,

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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.

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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

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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

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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.

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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

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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. Levine

By: Allen D. Gordon

Attest:

Attest:

Dean Chase

Walter H. Andrus

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SCHEDULE A - PATS: SINGAPORE

RCA PATENTS

DATE 03/10/88 A: 059

DOCKET	INVENTOR	APP. NBR.	PAT. NBR.	PAT. DATE	TITLE
56512	AVINS	J	56512	03/14/75	ANGLE MODULATION DISCRIMINATOR-DETECTOR CIRCUIT
56512	AVINS	J	56512	03/14/75	ANGLE MODULATION DISCRIMINATOR-DETECTOR CIRCUIT
58727	CARNT	PS	58727	08/21/73	SWITCHING MODE CONTROL CIRCUITS
59074	AHRONS	RM	59074	12/02/74	DELAY LINE USING INTEGRATED MOS CIRCUITRY
59338	KAPLAN	ET AL	59338	02/25/72	AUTOMATIC GAIN CONTROL CIRCUIT
59982	GRIEPPENTROG	DF	59982	08/21/73	PLURAL OPERATING MODE AUTOMATIC GAIN CONTROL SYSTEM
60115	CURTIS	EM	60115	08/21/73	AUTOMATIC BEAM CURRENT LIMITING USING REFERENCE CURRENT SOURCES
60318	AVINS	J	60318	08/21/73	TELEVISION INTEGRATED I.F. AMPLIFIER CIRCUITS
61277	AVINS	J	61277	08/18/75	VARIABLE GAIN AMPLIFIER
61772	LIMBERG	AL	61772	12/02/74	MULTIPLY DECODING SYSTEM
62139	HARMOD	LA	62139	02/09/77	PHASE SHIFT CIRCUITS
62898	AVINS	J	62898	08/18/75	BALANCED ANGLE MODULATION DETECTOR
64352	AVINS	ET AL	64352	04/07/77	CONTROL APPARATUS FOR A COLOR TELEVISION RECEIVER
64586	PETER	R	64586	08/18/75	SECAN-PAL DEMODULATION SYSTEM
64810	HARMOD	LA	64810	12/01/77	ELECTRONIC SIGNAL PROCESSING CIRCUIT
64810	HARMOD	LA	64810	05/23/78	ELECTRONIC SIGNAL PROCESSING CIRCUIT
65112	SMITH	BK	65112	05/07/77	METHOD OF MAKING A VIEWING-SCREEN STRUCTURE FOR A CATHODE-RAY TUBE
65241	HARMOD	LA	65241	01/30/78	AUTOMATIC CHROMA GAIN CONTROL SYSTEM
65247	HARMOD	LA	65247	01/30/78	FABRICATION OF DARK HEATERS
65274	HALE	SA	65274	05/07/79	IMAGE DISPLAY EMPLOYING FILTER COATED PHOSPHOR PARTICLES
65278	LIPP	ET AL	65278	05/14/79	METHOD OF FABRICATING A DARK HEATER
65379	HALE	ET AL	65379	05/16/79	SELF-CONVERGING COLOR TELEVISION DISPLAY SYSTEM
65396	BARBIN	RL	65396	04/07/77	MAGNETIC BEAM ADJUSTING ARRANGEMENTS
65633	MORRELL	ET AL	65633	05/16/79	METHOD OF DIRECTLY SPACING A CATHODE-TO-GRID
65707	BARBIN	RL	65707	07/24/79	FEEDBACK AMPLIFIER
65913	GRUBER	LL	65913	05/09/79	FEEDBACK AMPLIFIER
65947	SEGRO	ET AL	65947	05/09/79	FEEDBACK AMPLIFIER
67172	CRAFT	J	67172	05/09/79	FEEDBACK AMPLIFIER
67942	RATAY	JM	67942	05/09/79	FEEDBACK AMPLIFIER
68205	BRANTON	TM	68205	05/14/79	METHOD FOR PREPARING A VIEWING-SCREEN STRUCTURE FOR A CRT
68397	BEYERS	BMJR	68397	05/15/81	CHARACTER GENERATOR FOR TELEVISION CHANNEL NUMBER DISPLAY
68805	MORRELL	AM	68805	01/09/82	REVERSE-PRINTING METHOD FOR PRODUCING CATHODE-RAY-TUBE-SCREEN
68815	NEKUT	EM	68815	03/24/81	ELECTRICAL CIRCUIT FOR MULTIPLEXING AND DIVIDING DIFFERENT BANDS OR
68828	BEELITZ	ET AL	68828	01/10/84	CONTROLLED OSCILLATOR
68884	HARMOD	LA	68884	07/19/83	PHASE CONTROL CIRCUIT SUITABLE FOR USE IN A TINT CONTROL
69220	HARMOD	LA	69220	03/14/80	CATHODE RAY TUBE HAVING IMPROVED SCREEN STRUCTURE
69648	MORRELL	AM	69648	05/04/84	HIGH FREQUENCY FERRORESONANT POWER SUPPLY FOR A DEFLECTION AND HIGH
69827	WENDT	FS	69827	06/15/83	COLOR PICTURE TUBE HAVING MASK-FRAME ASSEMBLY WITH REDUCED
69939	SOHN	FH	69939	07/09/83	SYNC SEPARATOR CIRCUIT
70717	AVERY	LR	70717	07/03/87	ELECTRON GUN
71344	MCCANDLESS	ME	71344	06/23/84	PHASE COMPENSATED CONTROLLED OSCILLATOR
72790	HARMOD	ET AL	72790	01/19/87	COMPOSITE KEYING SIGNAL GENERATOR FOR A TELEVISION RECEIVER
72804	SHANLEY	RL2ND	72804	12/29/86	RECEIVER WITH A CHANNEL SNAPPING APPARATUS
72980	MINE	CH	72980	01/19/87	DEFLECTION YOKE WITH PERMANENT MAGNET RASTER CORRECTION
73015	BARCOM	WH	73015	04/24/85	AUTOMATIC KINESCOPE BIAS CONTROL CIRCUIT
73113	SHANLEY	ET AL	73113	06/18/86	DEFLECTION YOKE WITH A MAGNET FOR REDUCING SENSITIVITY
73115	HARMOD	LA	73115	05/12/84	TILTED UNITARY DEGAUSSING COIL ARRANGEMENT
73189	BARCOM	WH	73189	05/26/87	TELEVISION RECEIVER HIGH VOLTAGE PROTECTION CIRCUIT
73479	COOPER	JC	73479	05/26/87	TELEVISION RECEIVER HIGH VOLTAGE PROTECTION CIRCUIT
73482	LANG	FB	73482	05/26/87	TELEVISION RECEIVER HIGH VOLTAGE PROTECTION CIRCUIT

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DOCKET	INVENTOR	APP. NBR.	APP-DATE	PAT NBR.	PAT-DATE	TITLE
74057	GIBSON	ET AL	74057	871/84	04/24/85	TELEVISION SIGNAL PROCESSING SYSTEM
74610	GROENENEG	HH	74610	571/86	01/05/87	SIGNAL PROCESSOR FOR BEAM-SCAN VELOCITY MODULATION
74648	HARMOD	ET AL	74648	977/86	01/26/87	ELECTRONIC FILTER FOR GENERATING A THIRD HARMONIC SIGNAL
74681	MILLIS	DH	74681	967/85	06/18/86	TELEVISION RECEIVER HIGH VOLTAGE PROTECTION CIRCUIT
74897	HARFORD	JR	74897	961/86	01/26/87	VARIABLE LOAD IMPEDANCE GAIN-CONTROLLED AMPLIFIER
75226	BARKON	ET AL	75226	872/86	04/24/85	COLOR TV DISPLAY SYSTEM
75262	HARMOD	LA	75262	958/86	01/19/87	TRANSISTOR PROTECTION CIRCUIT
75347	YOST	TD	75347	955/86	01/19/87	KEYING SIGNAL GENERATOR WITH FALSE OUTPUT IMMUNITY
75602	HINN	M	75602	979/86	01/26/87	AUTOMATIC KINESCOPE BIAS CONTROL SYSTEM WITH DIGITAL SIGNAL PROCESSING
75655	HARLAN	ME	75655	953/86	01/19/87	AUTOMATIC VIDEO SIGNAL PEAKING CONTROL
75749	PARKER	RP	75749	957/86	01/19/87	SAMPLE AND HOLD CIRCUIT PARTICULARLY FOR SMALL SIGNALS
75820	PARKER	RP	75820	980/86	01/26/87	LINEAR HIGH GAIN SAMPLING AMPLIFIER
75872	MIKO	S	75872	968/85	06/16/86	FREE-RUNNING PUSH-PULL INVERTER
75979	LAGONI	MA	75979	959/86	01/19/87	HORIZONTAL AND VERTICAL IMAGE DETAIL PROCESSING OF A COLOR TELEVISION
76103	HUGHES	ET AL	76103	351/87	06/19/87	COLOR PICTURE TUBE HAVING AN IMPROVED INLINE ELECTRON GUN
76194	HARLAN	ME	76194	916/86	01/19/87	TELEVISION RECEIVER ON-SCREEN ALPHANUMERIC DISPLAY
76259	HALE	JR	76259	182/87	05/20/87	SELF-INDEXING INSULATING SUPPORT RODS FOR AN ELECTRON GUN ASSEMBLY
76533	YOST	TD	76533	154/87	05/26/87	CHROMINANCE SIGNAL PROCESSOR
76583	PARKER	RP	76583	950/86	01/19/87	SIGNAL PROCESSING NETWORK FOR AN AUTOMATIC KINESCOPE BIAS CONTROL
76661	SHANLEY	ET AL	76661	183/87	05/26/87	PLL OSCILLATOR SYNCHRONIZING SYSTEM WITH DC CONTROL OF
76679	GRENINGER	PT	76679	272/87	06/08/87	COLOR PICTURE TUBE HAVING AN IMPROVED EXPANDED FOCUS LENS TYPE INLINE
76979	FANG	ET AL	76979	167/87	05/26/87	PLL OSCILLATOR SYNCHRONIZING SYSTEM WITH MATRIX FOR PHASE CORRECTION
77179	MUTERSPAUGH	ET AL	77179	995/86	01/26/87	SIGNAL SAMPLING NETWORK WITH REDUCED OFFSET ERROR
77495	FILLIHAN	PD	77495	946/86	01/19/87	SIGNAL SAMPLING NETWORK WITH SUPPRESSED SWITCHING TRANSIENTS
77687	HARMOD	ET AL	77687	952/86	01/19/87	MANUALLY GAIN PRESETTABLE KINESCOPE DRIVER IN AN AUTOMATIC KINESCOPE
78012	FILLIHAN	PD	78012	948/86	01/19/87	TELEVISION RECEIVER WITH SELECTIVELY DISABLED ON-SCREEN CHARACTER
78175	TALLANT	ET AL	78175	951/86	01/19/87	SWITCHING NETWORK WITH SUPPRESSED SWITCHING TRANSIENTS
78587	HARMOD	LA	78587	153/87	05/26/87	HUE CONTROL SYSTEM
78859	PARKER	RP	78859	982/86	01/26/87	AUTOMATIC KINESCOPE BIAS CONTROL SYSTEM COMPENSATED FOR KINESCOPE
78994	TALLANT	JC2ND	78994	947/86	01/19/87	AUTOMATIC BIAS CONTROL SYSTEM WITH COMPENSATED SENSE POINT
79054	PARKER	RP	79054	945/86	01/19/87	AUTOMATIC KINESCOPE BIAS CONTROL SYSTEM WITH SELECTIVELY DISABLED