

01-08-2004

(4)



Patent



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To the Honorable Commissioner of Patents and there of.

ed original documents or copy

1. Name of conveying party(ies): **Temic SDS GmbH** 12.04

- Individual(s)
- General Partnership
- Corporation- State **Germany**
- Other
- Ltd. Partnership
- Association

Additional names of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) **Harman Becker Automotive Systems (Becker Division) GmbH Im Stockmädle 1 76307 Karlsbad, Germany**

- Individual(s) citizenship
- General Partnership
- Limited Partnership
- Corporation- **Germany**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **June 28, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,661,388

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Kathryn A. Tyler
Harman International Industries, Incorporated
8500 Balboa Blvd.
Northridge, CA 91329**

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41).....\$**40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **50-1929**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathryn A. Tyler

December 22, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [12]

Mail documents to be recorded with required cover sheet information to:

Director of the United States Patent & Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

01/07/2004 EC00PER 00000099 501929 2661388

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PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement"), dated as of June 28, 2002 (the "Signing Date"), is made by and between Temic SDS GmbH, a limited liability company organized and existing under the laws of the Federal Republic of Germany ("Seller") and Harman Becker Automotive Systems (Becker Division) GmbH, a limited liability company organized and existing under the laws of the Federal Republic of Germany ("Buyer" and together with Seller, the "Parties").

WHEREAS, effective June 19, 2002, TEMIC Sprachverarbeitung GmbH was merged with and into Seller (formally, Harman Becker Automotive Systems (XSYS Division) GmbH) (the "Merger").

WHEREAS, TEMIC Sprachverarbeitung GmbH was prior to the merger and Seller is after the merger engaged in the research, development, manufacture, distribution and sale of and services relating to speech processing and speech recognition products in a facility in Ulm (the "Ulm Business").

WHEREAS, Harman Becker Automotive Systems (XSYS Division) GmbH was prior to the merger and Seller is after the merger engaged in the research, development, manufacture, distribution and sale of and services relating to audio, video, telecommunication and multimedia applications in a facility in Villingen-Schwenningen (the "VS Business" and, together with the Ulm Business, the "Business").

WHEREAS, pursuant to the terms and conditions set forth herein, Seller desires to sell and transfer to Buyer and Buyer desires to purchase and assume from Seller the entire VS Business, including all of its assets and liabilities (except for certain customer and supplier contracts), the entire research and development department of the Ulm Business (the "Ulm R&D Department"), including all of its assets and liabilities, and all other assets and liabilities relating to the Ulm Business except for such assets and liabilities relating mainly to the so-called Business Development Department, Sales Department (including Sales Automotive, Project Management, Sales Telecommunication, Key Account Management and Logistics), Marketing Department, U.S. Sales/Support Department, Controlling/Purchasing Department, Quality Management Department, Information Technology Department and Human Resources Department of the Ulm Business.

NOW, THEREFORE, the Parties hereto agree as follows:

Article 1

Sale and Transfer of Assets and Liabilities

1.1 Sale of Assets. Seller hereby sells the following assets as of the Signing Date, whether or not a balance sheet item (*aktiviert oder aktivierbar*), wherever located (collectively, the "Sold Assets"), and Buyer hereby purchases the Sold Assets:

- (a) all tangible assets (*Sachanlagen*, as such term is defined in Section 266(2)A.II of the German Commercial Code) identified on Exhibit 1.1(a) hereto (the "Sold Tangible Assets");

(b) all intellectual property rights identified on Exhibit 1.1(b) hereto (the "Sold Intellectual Property");

(c) all licenses of Seller relating to intellectual property not being granted under a Sold Contract (the "Licenses");

(d) all other intangible assets (*Immaterielle Vermögensgegenstände*, as such term is defined in Section 266(2)A.I. of the German Commercial Code) identified on Exhibit 1.1(d) hereto (the "Sold Listed Other Intangible Assets");

(e) all further intellectual property rights and intangible assets (other than the Sold Intellectual Property and the Sold Listed Other Intangible Assets) of Seller (the "Sold Unlisted Other Intangible Assets" and, together with Licenses, the Sold Listed Other Intangible Assets and the Sold Intellectual Property, the "Sold Intangible Assets");

(f) all inventory (*Vorräte*, as such term is defined in Section 266(2)B.I. of the German Commercial Code) identified on Exhibit 1.1(f) hereto (the "Sold Listed Inventory");

(g) all other inventory (*Vorräte*, as such term is defined in Section 266(2)B.I. of the German Commercial Code) of Seller (the "Sold Unlisted Inventory" and, together with the Sold Listed Inventory, the "Sold Inventory");

(h) all contracts to which Seller is a party identified on Exhibit 1.1(h) hereto (the "Sold Listed Contracts");

(i) all contracts to which Seller is a party, and which relate to the VS Business (other than contracts relating to the sale of goods or purchase of goods for resale) or mainly to the Ulm R&D Department (the "Sold Unlisted Contracts" and, together with the Sold Listed Contracts, the "Sold Contracts");

(j) all intercompany receivables of Seller (*Forderungen gegen verbundene Unternehmen*, as such term is defined in Section 266(2)B.II.2. of the German Commercial Code) (the "Sold Intercompany Receivables");

(k) all checks, cash, central bank, postal giro and bank balances (*Schecks, Kassenbestand, Bundesbank- und Postgiroguthaben, Guthaben bei Kreditinstituten*, as such term is defined in Section 266(2)B.IV. of the German Commercial Code) of Seller; and

(l) the lease agreement entitled *Vertrag über die Anmietung von Grundstücken, Gebäuden und Anlagen am Standort Söflinger Straße 100*, dated as of April 29, 1999, by and between SCU-Service Center Ulm GmbH and TEMIC TELEFUNKEN microelectronic GmbH (the "Lease Agreement").

1.2 Transfer and Assignment of Sold Assets.

(a) Seller hereby transfers and assigns to Buyer all title to and rights in the Sold Assets effective as of the Signing Date. Buyer hereby accepts such transfer and assignment.

(b) To the extent any Sold Tangible Asset or an item of Sold Inventory is in the possession of a third party, Seller hereby assigns and transfers with immediate effect its claim for return of such Sold Tangible Asset or an item of Sold Inventory (*Herausgabeanspruch*) to Buyer and delivers, simultaneously with execution of this Agreement, the respective receipts, if any, to Buyer. To the extent that a third party holds a security interest in any item of Sold Tangible Asset or Sold Inventory, whether in the form of a retention of title (*Eigentumsvorbehalt*) or a chattel mortgage (*Sicherungseigentum*), notwithstanding its contractual obligation to transfer title to all items of Sold Tangible Assets and Sold Inventory to Buyer free and clear of any liens, liabilities and obligations, Seller hereby assigns and transfers, with immediate effect, its respective contingent rights (*Anwartschaftsrechte*) to obtain title in such Sold Tangible Asset or an item of Sold Inventory to Buyer, and Seller shall be obligated to (i) pay and discharge any such liens, liabilities and obligations, and (ii) ensure that Buyer will obtain title in such Sold Tangible Asset or item of Sold Inventory, all at no cost to Buyer.

(c) The transfer of the Sold Intangible Assets shall be made by assignment and the transfer to Buyer of any physical documents or materials constituting, or evidencing in any way the existence of the Sold Intangible Assets thereof. If and to the extent, the Sold Intangible Assets comprises any tangible property, Seller shall transfer the direct possession to such tangible property to Buyer or a person designated by Buyer. To the extent any tangible item of the Sold Intangible Assets is in the possession of a third party, Seller hereby assigns, and transfers with immediate effect its claim for return of such tangible item of the Sold Intangible Assets (*Herausgabeanspruch*) to Buyer, and shall provide Buyer with such documents and evidence as are necessary for Buyer to claim the return of such tangible item of the Sold Intangible Assets from such third party.

(d) The transfer and assignment of the Sold Contracts shall be made by way of an assignment and assumption (*Schuldbefreiende Vertragsübernahme*) of the respective Sold Contracts and all rights and obligations thereunder in each case effective as of the Signing Date. To the extent a Sold Contract cannot be transferred without the waiver or consent of a third party, or if such transfer would constitute a breach thereof or a violation of any laws or regulations, this Agreement shall not constitute a transfer of the respective Sold Contract. In such instances, Buyer and Seller shall each use their best efforts to obtain the required waiver or consent of the respective contracting third party before, on, or immediately following the Signing Date. For so long as, and to the extent that, the waiver or consent of the respective contracting third party for any Sold Contract has not or cannot be obtained, Buyer shall, for the period following the Signing Date, be entitled to receive the economic benefits derived by Seller under the respective Sold Contract, and Buyer shall be deemed to be Seller's agent for the purpose of completing, fulfilling and discharging all of Seller's existing obligations under such Sold Contract.

(e) The transfer and assignment of the Lease Agreement shall be made by way of an assignment and assumption (*Schuldbefreiende Vertragsübernahme*) of the Lease Agreement and all rights and obligations thereunder in each case effective as of the Signing Date. Contemporaneously herewith, Seller shall sublease that portion of the premises that is the subject matter of the Lease Agreement necessary for Seller to continue to conduct its business in Ulm pursuant to a sublease agreement (the "Sublease"); provided, however, that for so long as the waiver or consent of the landlord in respect of the transfer and assignment of the Lease Agreement and the Sublease has not been ob-

tained, Buyer shall, for the period following the Signing Date, sublease the premises that are the subject matter of the Lease Agreement necessary for Buyer to continue to conduct its business in Ulm from Seller.

1.3 Duties with Respect to the Sold Intellectual Property. Simultaneously with the execution of this Agreement, Seller and Buyer have executed the transfer notification (*Übertragungs- und Annahmeerklärung*) set forth in Exhibit 1.3 hereto regarding the transfer of title of the German trademarks and patents and foreign trademarks and patents, respectively (the "IP Rights"). Promptly after the Signing Date, Seller shall sign the registration form of the German Patent and Trademark Office as set forth in Exhibit 1.3 hereto and any other relevant notifications to foreign patent and trademark offices regarding IP Rights, and apply for the registration of and have recorded Buyer as the owner of the IP Rights with the German Patent and Trademark Office and the other relevant foreign patent and trademark offices.

1.4 Excluded Assets. Notwithstanding anything contained herein to the contrary, the Sold Assets in no event include any of the following assets, whether or not a balance sheet item (*aktiviert oder aktivierbar*), wherever located (collectively, "Excluded Assets"):

(a) all tangible assets (*Sachanlagen*, as such term is defined in Section 266(2)A.II. of the German Commercial Code) identified on Exhibit 1.4(a) hereto;

(b) all receivables and other assets (*Forderungen und sonstige Vermögensgegenstände*, as such term is defined in Section 266(2)B.II. of the German Commercial Code) of Seller other than the Sold Intercompany Receivables and receivables relating to a Sold Contract (the "Retained Receivables");

(c) all contracts to which Seller is a party identified on Exhibit 1.4(c) hereto (the "Excluded Listed Contracts");

(d) all contracts of Seller relating to the sale of goods or purchase of goods for resale ("Excluded Unlisted Contracts" and, together with the Excluded Listed Contracts, the "Excluded Contracts"); and

(e) all governmental grants identified on Exhibit 1.4(e) hereto (the "Sold Grants").

1.5 Assumed Liabilities.

(a) Subject to the terms of this Agreement, Seller hereby transfers and assigns, and Buyer agrees to assume from Seller all intercompany payables of Seller (*Verbindlichkeiten gegenüber verbundenen Unternehmen*, as such term is defined in Section 266(3)C.6. of the German Commercial Code) existing on or before June 28, 2002, all liabilities and obligations relating to the Transferred Employees (other than Transferred Employees objecting to their transfer to Buyer) and becoming due and payable after June 28, 2002 as well as all risks, liabilities and obligations relating to or resulting from Sold Assets (the "Assumed Liabilities").

(b) With respect to any Assumed Liabilities the assumption by Buyer of which is subject to the consent of a third-party creditor, Buyer and Seller shall each use their best efforts to obtain the required consent of the respective creditor before, on, or

immediately following the Signing Date. To the extent that the consent of the respective creditor under the respective Assumed Liability cannot be obtained, Buyer shall be deemed to be the Seller's agent for the purpose of discharging all of Seller's obligations under such Assumed Liabilities.

1.6 Retained Liabilities.

(a) Notwithstanding anything contained herein to the contrary, Assumed Liabilities shall not include the liabilities (*Verbindlichkeiten*, as such term is defined in Section 266(3)C. of the German Commercial Code) of Seller (other than the Assumed Liabilities), including in particular, without limitation, (i) the risks, liabilities and obligations relating to or resulting from Excluded Assets, (ii) all trade payables (*Verbindlichkeiten aus Lieferungen und Leistungen* as such term is defined in Section 266(3)C.4. of the German Commercial Code) of Seller other than trade payables relating to a Sold Contract (the "Retained Trade Payables"), and (iii) all liabilities and obligations relating to the Transferred Employees and becoming due and payable on or before June 28, 2002.

(b) Buyer shall pay Seller an amount equal to the liabilities for wage taxes and social security contributions payable by Seller in respect of the Transferred Employees (other than Transferred Employees objecting to their transfer to Buyer) for the period between January 1, 2002 and June 28, 2002, upon receipt of notice of payment thereof by Seller.

1.7 Update to Sold Assets and Assumed Liabilities. If and to the extent, after the Signing Date, Seller or Buyer become aware of or identify assets or liabilities of Seller that would have constituted Sold Assets or Assumed Liabilities respectively hereunder had such Seller or Buyer been aware of such assets or liabilities or had such assets or liabilities been identified as Sold Assets or Assumed Liabilities respectively prior to the Signing Date (including as a result of the fact that certain categories of Sold Assets and Assumed Liabilities are identified on the basis of May 31, 2002 balance sheets and may therefore differ from the assets and liabilities existing on June 28, 2002), such Party shall promptly provide the other with written notice of such matter. Promptly after delivery of such notice, Seller and Buyer shall arrange for the sale and transfer of such assets to or the assumption of such liabilities by Buyer in accordance with the terms hereof and without any additional consideration to be paid.

1.8 Receivables and Trade Payables. The economic benefits, obligations and risks (*wirtschaftliche Vorteile, Nachteile und Risiken*) in respect of the Retained Receivables and Retained Trade Payables shall be transferred to and assumed by Buyer as follows:

(a) in respect of each Retained Receivable, Buyer shall be entitled to receive from Seller an amount equal to the amount received by Seller from the respective third party promptly after such receipt by Seller and subject to any collection risks in respect of same; and

(b) in respect of each Retained Trade Payable, Buyer shall be obligated to pay to Seller an amount equal to the amount paid by Seller to the respective third party promptly after receipt of notice from Seller of payment thereof.

Section 1.8(a) shall also apply to future trade receivables relating to Excluded Contracts.

Article 2

Purchase Price; Payment of Purchase Price

2.1 Purchase Price.

(a) The purchase price (the "Purchase Price") for the Sold Assets and the assets described in Section 1.7 hereof, subject to the Assumed Liabilities and the liabilities described in Section 1.7 hereof, is EUR 29,797,000 (in words: Euros Twenty Nine Million Seven Hundred Ninety Seven Thousand).

(b) The Purchase Price is subject to Value Added Tax in accordance with applicable German tax laws.

2.2 Payment of the Purchase Price. The Purchase Price shall be paid by Buyer to Seller by September 30, 2002 (without incurring any interest thereon) as follows:

(a) the profits to be transferred by Seller to Buyer in respect of the fiscal year ended June 30, 2002 pursuant to the control and profit transfer agreement (*Beherrschungs- und Ergebnisabführungsvertrag*), dated as of August 12, 1998, by and between Buyer and Seller, shall be off set against the Purchase Price (the "Off-Set Amount"); and

(b) an amount equal to the difference between the Purchase Price and the Off-Set Amount shall be paid by Buyer to Seller to an account designated by Seller prior to September 30, 2002.

**Article 3
Employees**

The Parties agree that employees of Seller listed on Exhibit 3 hereto (the "Transferred Employees") shall automatically transfer from Seller to Buyer pursuant to Section 613a BGB on the Signing Date. The Parties shall cooperate with one another to ensure that (i) the Transferred Employees transfer to Buyer and not object to such transfer, and (ii) the employees of Seller that do not constitute Transferred Employees remain as employees of Seller.

**Article 4
Representations and Warranties**

Each Sold Asset is sold and each Assumed Liability is assumed "as is," and Seller does not give any representations, warranties or similar undertakings with respect thereto. All statutory representations and warranties are, to the extent permitted by law, excluded.

**Article 5
Miscellaneous**

5.1 Governing Law; Venue. This Agreement shall be governed by the laws of the Federal Republic of Germany. Venue for all disputes arising in connection with this Agreement shall be Frankfurt am Main, Germany.

5. DEZ. 2002 17:05

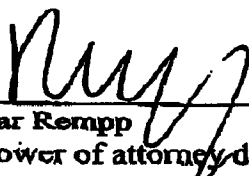
provisions hereof, and no amendment hereto shall be valid unless made in writing, stating expressly that it is intended to be a modification of this Agreement and duly and validly signed by each Party. This provision may only be modified in writing.

5.3 **Severability.** Should one or more provisions of this Agreement be invalid, the validity of the remaining provisions shall not be affected. The Parties agree that in such case the invalid provision shall be automatically amended to a provision which most closely resembles the intended economic objective of the invalid provision and that they will take all steps to legally effect the amended clause immediately.

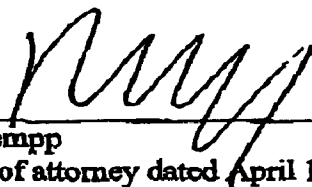
IN WITNESS WHEREOF, the Parties hereto have executed and delivered, or caused their duly authorized representatives to execute and deliver, this Agreement, including the Exhibits, on the date first written above.

Temic SDS GmbH

**Harman Becker Automotive Systems
(Becker Division) GmbH**



Ansgar Rempp
(by power of attorney dated June 27, 2002)



Ansgar Rempp
(by power of attorney dated April 11, 2002)

INTAKT WARENZEICHEN

1039 StarRec
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 1592 CORPORATE VOICE
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STATUS
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LC DE EM US CA CH DE EM JP JP JP MX MX MX NO US

ANM DATUM ANM NR
 25.05.95 38522177.3
 18.02.98 000752089
 22.04.00 1056215
 17.04.00 49902000
 21.10.99 39955504.2
 17.04.00 001612456
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REG DATUM REG NR
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WKLASSE I VERLAENGERUNG
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1) Firmen 2) Sitz 3) Gegenstand des Unternehmens	Grundkapital oder Stammkapital DM/EUR	Vorstand Präsident Geschäftsführer Geschäftsführer Abwickler	Prokurat	Rechtsverhältnisse	a) Tag der Eintragung und Umwidmung b) Bemerkungen
1 a. Temic SDS GmbH b. Ulm c. Die Forschung, Entwicklung, die Erbringung und Bereitstellung von Dienstleistungen und Beratung im Bereich Audio, Video, Telekommunikation, Multimedia und Herstellung, Verkauf und Vertrieb entsprechender Applikationen und Geräte im selben Bereich. Zur Erreichung ihrer Zwecke kann die Gesellschaft gleichartige oder ähnliche Unternehmenszweige im In- und Ausland errichten, anwerben, pachten, sich an solchen beteiligen oder deren Vertretung übernehmen, wie überhaupt sämtliche Geschäfte tätigen, die geeignet sind, die Gesellschaft zu fördern	3 Stammkapital EUR 30.000,00	6 Geschäftsführer Dr. Erich A. Gelger, *25.08.1947, Kämpfelbach Gerhard Nüssle, *07.06.1961, Blaugstein	5 Prokurist, vertretungsberechtigt gemeinsam mit einem Geschäftsführer oder einem weiteren Prokuristen: Wolfgang Richard Lindner, *02.07.1961, Löcherbach	6 Gesellschaft mit beschränkter Haftung. Gesellschaftsvertrag vom 22.07.1998, mehrfach geändert, zuletzt am 31.05.2002. Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer gemeinschaftlich oder durch einen Geschäftsführer in Gemeinschaft mit einem Prokuristen vertreten. Dr. Deller, Tschirner ist nicht mehr Geschäftsführer. Dr. Erich A. Gelger und Gerhard Nüssle sind zu Geschäftsführern bestellt. Der Geschäftsführer Dr. Erich A. Gelger ist als einzelnvertretungsberechtigt und befugt, die Gesellschaft bei der Vornahme von Rechtsgeschäften mit sich selbst oder als Vertreter eines Dritten uneingeschränkt zu vertreten. Die Gesellschaft hat mit der Firma „Becker GmbH“, Sitz: Karlsbad (Amtsgericht Karlsruhe, HRB 1995 E) am 12.08.1998 einen Beherrschungsvertrag abgeschlossen. Die Gesellschaftsvertrag vom 12.12.1998 hat diesem Unternehmensvertrag zugestimmt. Durch Verschmelzungsvertrag vom 31.05.2002 und den Zustimmungsbeschlüssen der Gesellschafterversammlungen vom 31.05.2002 ist die „TEMIC Sprachverarbeitung GmbH“, Sitz: Ulm (übertragende Gesellschaft), durch Übertragung ihres Vermögens als Ganzes durch Aufnahme mit der Gesellschaft verschmolzen. Die Gesellschafterversammlung vom 04.08.2002 hat die Änderung des Gesellschaftsvertrags in § 1 (Firma und Sitz) beschlossen. Der Sitz der Gesellschaft ist von Villingen-Schwenningen (eingetragene AG Villingen-Schwenningen HRB 2826) nach Ulm verlegt.	7 a. 24.07.2002 (Gbr) b. GesVertrag Bl. 122 Sb

Die unterstrichenen Teile der Eintragung (in Originalrot unterstrichen) sind in Verbindung mit den Lösungs- und Veränderungsvermerken gelöscht.

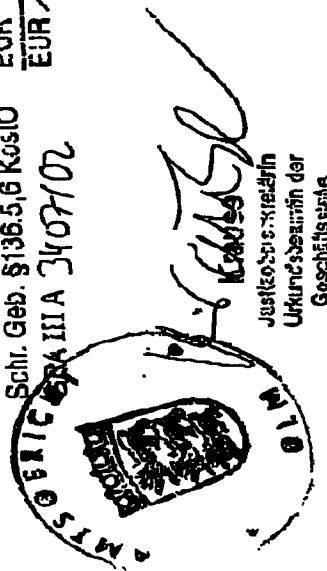
b.w.

Fortsetzung Rückseite

Beglaubigungsvermerk:
Die wörtliche Übereinstimmung dieses Bild-
abzugs mit der Urschrift wird bezeugt:

Amtsgericht
Registriergericht - Geschäftsstelle
Ulm (Donau), den 19. AUG. 2002

Kosten
Ger. Geb. §89 KosIO EUR 18,-
Schr. Geb. §136.5.6 KosIO EUR
EUR 18,-



Justizsekretärin
Urkundsbeamtin der
Geschäftsstelle

A

Declaration of Assignment of Patent and Acceptance Thereof

The undersigned Temic SDS GmbH, Roggenbachstraße 6, 78050 Villingen-Schwenningen, Germany hereby declares to be the owner of the trademark applications

"StarRec"
and
"CORPORATE VOICE", application number: 76/029750

registered with the US Patent Office.

With contract dated June 28, 2002, Temic SDS GmbH has transferred these trademark applications to Harman Becker Automotive Systems (Becker Division) GmbH, Im Stockmädle 1, 76307 Karlsbad, Germany and agrees to the registration of the transfer of the aforementioned trademark applications in the name of Harman Becker Automotive Systems (Becker Division) GmbH with the US Patent Office.

Date: June 28, 2002



Temic SDS GmbH

The undersigned Harman Becker Automotive Systems (Becker Division) GmbH hereby declares to have accepted the assignment of the trademark applications according to the provisions set forth in the contract dated June 28, 2002 and consents to the registration of the transfer.

Date: June 28, 2002



Harman Becker Automotive Systems (Becker Division) GmbH