# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IEE International Electronics and Engineering S.A.		109/30/2005	LIMITED LIABILITY COMPANY:

# **RECEIVING PARTY DATA**

Name:	Westlb AG, London Branch
Street Address:	25 Basinghall Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 5HA
Entity Type:	COMPANY:

# PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2806163	IEE
Registration Number:	2806162	IEE

# **CORRESPONDENCE DATA**

Fax Number: (414)271-5770

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ATTORNEY DOCKET NUMBER: 4577-00004

DOMESTIC REPRESENTATIVE

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Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Peter T. Holsen
Signature:	/peter t holsen/
Date:	10/28/2005
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# ALLEN & OVERY

Allen & Overy LLP

# PLEDGE OVER INTELLECTUAL PROPERTY **RIGHTS AGREEMENT**

Between

IEE INTERNATIONAL ELECTRONICS AND ENGINEERING S.A.

as Pledgor

WESTLB AG, LONDON BRANCH

30 September 2005

11767-01428 BK:3207874.3

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THIS PLEDGE OVER INTELLECTUAL PROPERTY RIGHTS ACREEMENT is dated September 2005 and is made

# BETWEEN

- IEE INTERNATIONAL ELECTRONICS AND ENGINEERING S.A. (formally known as Captis S.A., which changed its name to IEE International Electronics and Engineering S.A. (1) following its merger with the absorption of its subsidiary IEE International Electronics and Engineering S.A.) a limited liability company (société anonyme) organised and existing under the laws of Luxembourg, having its registered office at Zone Industrielle, in L-6468 Echtemach, registered with the Luxembourg trade and companies register under number B 101 661 (the Pledgor):
- WESTLB AG, LONDON BRANCH, a company organised and existing under the laws of (2) England, having its registered office at Woolgate Exchange, 25 Basinghall Street, London EC2V 5HA, United Kingdom, acting on its own behalf and, in its capacity as Security Agent, on behalf of each Finance Party (as defined in the Facilities Agreement, itself defined in Recital (B) below), the Pledgee and the Finance Parties being together the beneficiaries under the pledge created by this Agreement (the Picdgee):

# WHEREAS:

- The Pledgor is the owner of the Assets, as defined in Clause 1 1 hereof. (A)
- The Lenders (as defined in Clause 1.1) have agreed to make available to the Borrowers (as defined (B) in the Facilities Agreement defined hereafter) term loans and revolving on dits in a maximum aggregate amount of €105 million under a €105 million Facilities Agreement (the Facilities Agreement) dated 27 September 2005, between among others, the Pledgor, the Original Borrowers, the Original Guarantors, the Original Lenders (as such capitalised terms are defined therein) and WestLB, London Branch as Arranger, Facility Agent and Scourity Agent.
- As a condition to the first Utilisation (as defined in the Facilities Agreement) and as a security for (C) the due and punctual performance of the Secured Obligations (as defined in Clause 1.1) the Pledgor has agreed to pledge the Assets in favour of the Pledgee (acting on its own behalf and, in its capacity as Security Agent, on behalf of each Finance Party) under the terms of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

- DEFINITIONS AND INTERPRETATION J.
- Definitions 1.1
- Terms defined in the Facilities Agreement shall, subject to paragraph (b) below and unless the (a) contrary intention appears of the context otherwise requires, have the same meaning in this Agreement.
- In this Agreement, unless the contrary intention appears or the context chierwise requires: **(b)**

Assets mean the Intellectual Property Rights together with any and all present and future obligations and liabilities (whether contractual or not) owed to the Pledgor in respect of any of the Intellectual Property Rights, as well as any and all other moneys due and owing now or in the future to the Pledger arising from any and all legal relationships including without limitation, royalties prepayments, investments, insurance payments in connection with the Intellectual Property Rights.

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Business Day means a day on which banks are open for general business in Luxembourg.

Default Notice means any notice given pursuant to clause 24.26 (Acceleration) of the Facilities Agreement or any equivalent notice given by, subject to the terms and conditions of the Intercreditor Deed, a Mezzanine Lender or a PIK Lender

Intellectual Property Rights means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world, owned now (and as listed in Schedule 1 hereto) or in the future by the Pledgor.

Intercreditor Deed has the meaning given to it in the Facilities Agreement

Lenders has the meaning given to it in the Facilities Agreement.

Obligors has the meaning given to it in the Intercreditor Deed

Pledge has the meaning given to such term in Clauso 3(a).

Secured Obligations means any and all payment and repayment obligations and other liabilities, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Pledgor and of each Obligor under the Facilities Agreement owed to each of the finance Parties or any of them, together with all costs, charges and expenses incurred by each Finance Party in connection with the protection, preservation or enforcement of its rights under the Finance Documents (as defined in the Facilities Agreement).

Security Interest has the meaning given to it in the Facilities Agreement.

# 1.2 Interpretation

- (a) Clause headings are inserted for convenience of reference only and shall be ignored in construing this Agreement
- (b) A reference to a person in this Agreement includes its successors, transfer es and assignees save that with respect to the Pledgor the terms of Clause 16 of this Agreement shall apply.
- (c) A reference to any agreement includes a reference to such agreement as in my be amended, supplemented, restated and novated from time to time.
- (d) An amendment, supplement, novation, re-enactment, replacement, restaument, variation or waiver or the giving of any waiver, release or consent having the same commercial effect, which, each Party specifically agrees and acknowledges in relation to any agreement may include, without limitation:
  - any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used or any change in the currency in which such amount is made available or is outstanding;
  - (ii) any facilities provided in substitution for or in addition to the facilities originally made available thereunder,

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- (iii) any rescheduling of the indehtedness incurred thereunder whether in isolation or in connection with any of the foregoing;
- (iv) any substitution of any existing borrower thereunder for any other borrower and/or any addition of any new borrowers thereunder;
- (v) any substitution of any existing lender, agent, arranger, trustee or other provider of finance thereunder for any other person and/or any addition of any new lenders, agents, arrangers, trustees or other providers of finance;
- (vi) any increase to the margin, commitment commission, fees or other amounts payable thereunder; and
- (vii) any combination of any of the foregoing,

and amend and amended shall be construed accordingly.

- (e) Words importing the singular shall include the plural and vice-versa.
- (f) Defined terms denoting the singular shall include the plural and vice versa, words denoting one gender shall include all other genders and words denoting persons shall include firms and corporations and vice versa.
- (g) References in this Agreement to any statutory provisions shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.

# 2. INTERCREDITOR DEED

The terms of this Agreement are subject to the terms of the Intercreditor fleed.

# PLEDGE

- As security for the due and full discharge of the Secured Obligations, the P edger as full and beneficial owner of the Assets hereby pledges (effecte en nantissement) the Assets in favour of the Pledgee, and hereby irrevocably and unconditionally grants to the Pledgee, acting on its own behalf and on behalf of the Finance Parties (the Pledgee and the Finance Parties being together the beneficiaries under this Agreement) a first ranking security (subject to, for the avoidance of doubt, mandatory preference by law) over the Assets (the Pledge).
- (b) The Piedgee in its own name and as agent in the name and on behalf of the Finance Parties, hereby accepts the Piedge.
- (c) It is hereby agreed between the Pledgor and the Pledgoe that, until the service of a Default Notice the Pledgor shall be entitled to receive and retain any payment effected or to be effected in respect of the Intellectual Property Rights, subject to the terms of the Facilities Agreement and to applicable laws.
- (d) A certificate or determination by the Pledgee of any amount of the Secure: Obligations is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- (e) The security constituted by this Agreement shall be a continuing security and shall not be considered as satisfied or discharged or prejudiced by any intermediate payment, satisfaction, or settlement of any part of the Secured Obligations and shall be in addition to and shall not operate so as in any way to prejudice or affect or be prejudiced or affected by any security interest or other right or remedy

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which the Pledgee may now or at any time in the future have in respect of the Secured Obligations and shall remain in full force and effect until the confirmation by the Pledgee of the full discharge of the Secured Obligations.

The security constituted by the Pledge shall not be prejudiced by any time or indulgence granted to (f) any person, or any abstention or delay by the Pleagee in perfecting or enforcing any security interest or rights or remedies that the Pledgee may now or at any time in the future have from or against the Pledgor

### RIGHTS OF THE PLEDGEE 4.

The Pledgee shall not be liable for any failure to enforce, collect or realise the Secured Obligations, nor any collateral security or guarantee therefore, or any part thereof, or for any delay in so doing, nor shall the Pledgee be under any obligation to take any action whatsoever with regard thereto.

### PERFECTION OF THE PLEDGE 5

- Within one-month from the date of execution of this Agreement, the Pledger shall at the expense of 5 1 the Pledgor submit this Agreement for registration with (i) the Luxembourg Patents registry (Service national de propriété intellectuelle) for those Intellectual Property Rights which are patents registered, or for which an application for registration has been made, in Luxembourg, (ii) the BENELUX Trademark/Model and Design Bureau or any equivalent authority for those Intellectual Property Rights which are trademarks or model/designs registered, or for which an application for registration has been made, in the Benelux (Bureau Benelux des marques i Bureau Benelux des dessins ou modèles) and (iii) any equivalent authority for all the jurisdictions where the Intellectual Property Rights are registered or where an application for the registration of the Intellectual Property Rights has been made.
- The Pledgor will, at its own costs, take whatever other action is required for the creation and 5.2 perfection of the Pledge in any jurisdiction, including the execution of any transfer, conveyance, assignment or assurance to the Pledgee.

### **ENFORCEMENT** 6.

Following the service of a Default Notice, the Pledgee, without any demand, advertisement or notice of any kind, other than a formal notice given at least three (3) Business Days after the occurrence of an Event of Default (mise en demeure) will be entitled to exercise all its rights and powers by virtue of this Agreement in respect of the Assets, including but not limited to and to the extent permitted under the law(s) governing the enforcement of the Pledge:

- the acquisition of the full ownership of the Assets; and/or (i)
- the direct payment of any monics owing to the Pledgor in respect of the Assets. (ii)

For such purpose, the Pledgee shall take whatever action is required for the enforcement of the Pledge in any jurisdiction (Luxembourg or non Luxembourg).

### REPRESENTATIONS AND WARRANTIES OF THE PLEDGOR 7.

- The Pledgor represents and warrants to the Pledgee that: (a)
  - it is a company (société anonyme), duly incorporated, organised at d validly existing under (i) the laws of Luxembourg and it has the power to own its assets and carry on its business as it is being conducted;

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- (ii) it has the power to enter into, perform and deliver, and has taken all necessary actions to authorise its entry into, performance and delivery of, this Agreement and the Pledge created by this Agreement:
- (iii) the entry into and performance by it of, and the Pledge created by, this Agreement do not and will not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding upon it;
- (iv) it has full right and title to and will maintain in existence, the Assets and it will not take any action in respect of the Assets that would be expected to negatively affect the interest of the Pledgee therein in any respect including without limitation, that the Pledgor will not transfer the Assets unless otherwise permitted under the Facilities Agreement;
- (v) the Intellectual Property Rights owned by the Pledgor are those Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted and to the best of its knowledge, the Pledgor does not, in carrying its business, infringe any Intellectual Property Rights of any third party;
- (vi) to the best of its knowledge, no Intellectual Property Rights owned by the Pledgor are being infringed, nor is there any threatened infringement of any Intellectual Property Rights owned by the Pledgor;
- (vii) it will provide the Pledgee (promptly upon receipt) with a copy of any notice and/or document which could affect the interest of the Pledgee in respect of the Assets or the ability of the Pledgee to enforce its rights under this Agreement in any respect;
- (viii) it shall from time to time promptly execute, acknowledge, deliver, tile and register all such additional documents, instruments, agreements, certificates, consents and assurances and do all such other acts and things as the Pledgee may request from time to time in order to perfect the security constituted by this Agreement (including without limitation, providing a copy of its books and accounts to the Pledgee and any notice, document or other communication which is given or received by it in respect of the Assets which would be expected to affect this Pledge, the value of the Assets or the ability of the Pledgee to enforce this Agreement in any respect) and to exercise and enforce the rights and remedies under this Agreement or in respect of the Assets;
- it shall not permit or agree to the exercise by any person (other than the Pledgee) of, and hereby waives any right which it may have now or in the future, to assert, set off or counter claim against or with respect to the Assets;
- it will not create or knowingly permit to subsist any Security Interest (other than pursuant to this Agreement or as may be created by operation of law) over any of the Assets:
- (xi) it shall promptly notify the Pledgee of such information, reports and records in respect of the Assets as the Pledgee may reasonably request from time to time;
- (xii) it will not (except with the prior written consent of the Pledgee which shall not be unreasonably witheld) sell, transfer or otherwise dispose of any or all of its rights and/or obligations in respect of any of the Assets to any party, it being understood that the Pledgor may grant licence rights to third parties;
- (xiii) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Finance Parties under or in connection with the Pledge or have an adverse effect on the Assets and it shall take all

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actions which any of the Finance Parties may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Finance Parties (or any of them) under this Agreement, including against claims made by third parties;

- the Pledge creates in favour of the Pledgee in respect of all Secured Obligations a valid first (xiv) ranking security (gage) over the Assets (subject to, for the avoidance of doubt, mandatory preference by law), including, for the avoidance of doubt, the process is thereof, and is not subject to any prior or pari passu encumbrances:
- no claims or proceedings are pending or, to the knowledge of the Pledgor, threatened before (xv)any court or arbitration panel, in connection with the Assets; and
- the Pledge is not contrary to any law or court order applicable to the Pledgor and is not in breach of any agreement to which the Pledgor is a party or by which it may be bound.
- The representations, warranties and covenants in this Clause 7 are made on the date of this **(b)** Agreement and are deemed to be repeated from time to time for the entirety of the duration of this Agreement with reference to the facts and circumstances then existing.

### 8. ATTORNEY IN FACT

The Pledgor hereby irrevocably appoints and empowers the Pledgee, with full power of substitution, as its attorney-in-fact (mandataire), for the purpose of taking any action per nitted by this Agreement including, but not limited to, perfecting the Pledge, making any demand upon n or giving any notice to any third party liable towards the Pledgor in respect of the Assets (upon the service of a Default Notice or in case of any failure by the Pledgor to comply with its obligation; under this Agreement) in the name and on behalf of the Pledgor or otherwise, and generally to do all acts and things which the Pledgor is required to do and fails to do under the covenants and provisions of this Agreement, from time to time at the Pledgee's discretion, including the execution of any instrument and any other action which the Pledgee may in good faith reasonably deem necessary or advisable in respect of the preservation or enforcement of its rights under this Agreement.

### 9. RELEASE

The Pledger shall not be entitled to require the release of the Pledge or any additional collateral until all the Secured Obligations have been satisfied irrevocably and unconditionally in full (except if the Pledgee has agreed in writing to such release).

### 10. COVENANTS

- The Pledgor agrees to do and use all reasonable efforts promptly to cause to be done all such acts (B) and things as may be reasonably necessary to make the Pledge valid, binding and perfected and in case of enforcement of the Pledge, all such acts and things as may be reasonably necessary to enforce the Pledge, in all material respects whatever the jurisdiction in which the Assets are located (including without limitation those Intellectual Property Rights acquired after the date of this Agreement) and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental institutions having jurisdiction over any such sale or sales, all at the Pledgor's expense. Any expenses properly incurred by the Pledgee in that connection shall be for the account of the Pledgor and shall be paid promptly by the Pledgor to the Pledgee upon demand.
- (b) The Pledgor covenants and agrees that it will, if requested, use all reasonable efforts promptly to assist in the defence of the Pledgee's right, title and security in and to the Assets against the claims and demands of any and all other persons whosoever. It will, if requested, use all reasonable efforts

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promptly to defend the Pledgee's right to and security in any other property a any time after the date of this Agreement pledged to the Pledgee as part of the Assets.

### FURTHER ASSURANCES 11.

- The Pledgor agrees that at any time and from time to time upon the written request of the Pledgee, (a) the Pledgor shall execute and deliver such further documents and do such further acts and things as may reasonably be necessary in order to give effect to the purpose of this Agreement.
- Any cost or expense (including for the avoidance of doubt, legal fees, notatial fees and out of pocket (b) expenses) properly incurred by the Pledgee in connection with any such further document shall be for the account of the Pledgor and shall be paid promptly by the Pledgor to the Pledgee upon demand.

### LIABILITY 12.

- The Pleduce shall not be liable for any failure to collect or realise the Secured Obligations or any 12.1 collateral security or guarantee therefor, or any part thereof, or for any delay in so doing, nor shall the Pledgee be under any obligation to take any action whatsoever with regard thereto.
- The Pledgee shall not be liable for the loss or misdelivery of, or damage to, the Pledged Assets. 12.2 howsoever arising, save to the extent that such loss, misdelivery or damage is caused by the wilful misconduct or the gross negligence of the Pledgee or a servant or agent of the Pledgee. Any liability of the Pledgee shall not in any event exceed the value of the Assets, or the part of the Assets lost. misdelivered, or damaged.

### SEVERABILITY 13.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such profibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction

### NO WAIVER - CUMULATIVE REMEDIES 14.

- The Pledgee shall not by any act, delay, omission or otherwise be deemed to have waived any of its (a) rights or remedies under this Agreement and no waiver shall be valid unless in writing, signed by or on behalf of the Pledgee, and then only to the extent therein set forth. A we iver by or on behalf of the Pledgee of any right or remedy under this Agreement at any time shall not be construed as a bar to any right or remody which the Pledgee would otherwise have at any later time.
- No failure to exercise nor any delay in exercising on the part of the Pledge; any right, power or **(b)** privilege under this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the excraise of any other right, power or privilege.
- The rights and remedies provided in this Agreement are cumulative and may be exercised singly or (0) concurrently, and are not exclusive of any rights or remedies provided by law.

### WAIVERS - AMENDMENTS 15.

None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by or on behalf of the P edgor and the Pledgee.

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This Agreement and all obligations of the Pledgor thereunder shall be binding upon the successors and assigns of the Pledgor and shall, together with the rights and remedies of the Pledgee's under this Agreement, inure to the benefit of the Pledgee and their successors and assigns.

### ASSIGNMENT 16.

- The Pledgor may not assign or transfer all or any part of its rights or obligations under this 161 Agreement. The Pledgee may assign or transfer its rights and obligations under this Agreement together with all or part of its claims against the Pledgor, in accordance with the terms of the Facilities Agreement.
- In the event of an assignment, transfer or novation by a Finance Party to a new Finance Party of all 16.2 or any part of its rights and obligations under the Finance Documents, in accordance with the terms of the Finance Documents, the Pledgee and the Pledger hereby agree that, it such event, the Finance Parties shall preserve all of their rights under this Agreement as expressly permitted under article 1278 of the Luxembourg Civil Code, so that the Pledge shall be automatically (i.e. without any formality) transferred to the new Finance Party.

### NOTICES 17.

### 17.1 Communications in writing

- Except as specifically provided otherwise in this Agreement, any notice of other communication to (a) be made under or in connection with this Agreement will be in writing and will be made by letter or by facsimile transmission to the party or parties to be served.
- The address and facsimile number of each party to this Agreement for the purposes of Clause 17 I(a) (b) are:
  - the address and facsimile number shown immediately after its name on the signature pages (i) of this Agreement (in the case of any person who is a party as at the date of this Agreement);
  - the address and facsimile number notified by that party for this purpose to the Pledgee on or (ii) before the date it becomes a party to this Agreement (in the case of any person who becomes a party after the date of this Agreement); or
  - any other address and facsimile number notified by that party for this purpose to the Pledgee (iii) by not less than five (5) Business Days notice.
- Any notice to be served will be effective only if it is expressly marked for the attention of the (¢) department or officer (if any) specified in conjunction with the relevant address and facsimile number referred to in Clause 17.1(b).

### 17.2 Delivery

- Subject to Clause 17.2(b), a notice will be deemed to be given as follows: (a)
  - if by letter, when delivered personally or on actual receipt: and (i)
  - (ii) if by facsimile, when delivered
- A notice given under Clause 17.2(a) but received on a day which is not a Business Day or after (b) business hours in the place of receipt will only be deemed to be given or the next Business Day in that place.

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# 18. EXPENSES AND STAMP DUTY

The Pledgor shall indemnify and keep indemnified the Pledgee against any and all stamp duty, registration and similar taxes or charges which may be payable in connection with the entry into, performance or enforcement of this Agreement (including penalties for late payment (other than due to the gross negligence of the Pledgee)).

## 19. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by way of facsimile exchange of executed signature pages, all of which together shall constitute one and the same agreement.

# 20. HEADINGS

The headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

# 21. GOVERNING LAW; JURISDICTION

- 21.1 This Agreement shall be governed by, and construed in accordance with, the laws of Luxembourg.
- 21.2 Subject to the terms of Clause 6, the parties hereby submit to the exclusive jurisdiction of the Luxembourg courts in connection with any disputes arising under this Agre ament.

IN WITNESS WHEREOF, after all metters and items in this Agreement have been duly negotiated by the parties, each party has executed and delivered this Agreement in multiple originals by its duly authorised signatory(ics) as of the day and year first above written

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27 September 2005

The Picagon

IEE INTERNATIONAL ELECTRONICS AND ENGINEERING S.A.

Name:

Capacity: Fax number:

The Pledgec

acting on its own behalf and on behalf of the Finance Parties

WESTLB AG, LONDON BRANCH

Name:

Capacity:

Fax number: + 44 20 7020 7620

27 September 2005

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The Pledgor

IEE INTERNATIONAL ELECTRONICS AND ENGINEERING S.A.

Name

Capacity:

Fax number:

The Pledgee

acting on its own behalf and on behalf of the Finance Parties

WESTLB AG, LONDON BRANCH

Cupnerty: 47702027 Fax number: +44 20 7020 7620

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# SCHEDULE 1

# INTELLECTUAL PROPERTY RIGHTS

List follows

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# Patents to be maintained for 5 years at least

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Date: 29.09.2005

Frey last

office grost I. freyinger s.a. 234, route d'Arion P.O. Box 48 I.-8001 Strassen (Luxembourg)

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T-IEB-002/EM Registered	(e.)
74	Class(es)

Class 12: Vehicle safety systems, in particular systems for controlling restraint systems; sensors for use in the aforesaid paratus, in particular switches and keyboards for input apparatus, monitors. systems.

Class 42: Scientific and industrial research, in particular research in connection with sensor technology, input apparatus and vehicle safety; computer programming; engineering work; industrial design; maternal testing.

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Date: 29.09.2005

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office ernest & freyinger s.a. · 234, route d'Ailon I-O, Box 48 I-8001 Steasion (Luxenbourg)

AN: IEE S.A. (Luxenbourg) AG: IEE S.A. (Luxenbourg)		
20.01.2054		
20.01.2004		
23.07.2001		
LEE (STYL(SED)		
8		
T.IEE-001/US REGISTERED		
m		

Class 9: Sensors; sensors used in vehicle safety systems, including sensors used in control mechanisms for recention systems; input apparatus, including switches and keyboards for input apparatus; display units.

Class(es)

Class 12: Vehicle safety systems, including systems used in control mechanisms for retention systems; sensors used in such systems Class 42: Scientific and industrial research, including research in relation with sensory analysis, input apparatus and yehicle safety; creating computer programs for data processing; engineering services; industrial design; material testing.

T-IEE-001/EM REGISTERED	EM	IEE (WORD MARK)	26.01.2001 002057776	18.04.2002 002057776	26.01.2011	AN: IEE S.A. (Luxembourg) AG: IEE S.A. (Luxembourg)
Class(ea)	Class appar	Class 9 : Sensors, sensors for use in vehicle safety systems, in particular sensors for controlling restraint systems ; input apparatus, in particular switches and keyhoards for input apparatus; monitors.	cle safety systen hoards for input	as, in particular apparatus ; mor	sensors for contr titors.	olling restraint systems; input

Class 12: Vehicle safety systems, in particular systems for controlling restraint system, sensors for use in the aforesaid sys-

Class 42: Scientific and industrial research, in particular research in connection with sensor technology, input apparatus and vehicle safety; computer programming; engineeting work; industrial design; maternal testing.

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Date: 29.09.2005

L-8001 Strassen (Luxembourg)

office emest t. freylinger s.a.

234, route il Arlan

Class 42: Scientific and industrial research, including research in relation with sensory analysis, input apparatus and velicle Class 9: Sensors; sensors used in vehicle safety systems, including sensors used in control mechanisms for retention sys-Class 12: Vehicle safety systems, including systems used in control mechanisms for retention systems; sensors used in AN: (EE S.A. (Luxentdourg) AG: IEE S.A. (Luxembourg) AG: IEI: S.A. (Luxembourg) A.V. IEE S.A. (Luxembourg) safety ; creating computer programs for data processing ; engineering services ; industrial design ; material testing. icms; input apparatus, including switches and keyboards for input apparatus; display units. 20,01,2014 05.07.2011 02.10.2002 002291896 20.01.2004 2,806,163 76/289170 002291896 23.07.2001 05.07.2001 LUSENSE (WORD MARK) IEE (WORD MARK) such systems. Σ S T-I EE-003AUS T-IEE-WAEM REGISTERED RECISTERED Class(es)

consoles ; data loggers, electronic data logging apparatus ; sensors, in particular position sensors (including for beds, chairs, displays (for computers); personal digital assistants (PDAs); video games adapted for use with television receivers, gaines Class 9 : Telephone apparatus, mobile telephone apparatus; electronic pens; computers; computer peripheral devices; wheelchairs); cameras; hi-fi apparatus; interfaces.

Class 7: Electronic household appliances; blenders, electronic, for household purposes.

Class(es)

Class 10: Measuring strips for use in medicine (including for urine, blood); orthopaedic articles.

Ciess 28: Apparatus for electronic games other than those adapted for use with television receivers only.

Class 42: Scientific and industrial research, in particular research in connection with sensors technology, input apparatus and vehicle safety; computer programming; engineering work; industrial design; material testing.

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Date: 29,09.2005

	sehold purposes.	ectronic, for hou	ces; blenders, el	Class 7: Electronic household appliances; blenders, electronic, for household purposes	Class	Class(es)
AG: IEE S.A. (Luxembourg)		002292092	001292092			REGISTERED
AN: IEE S.A. (LUXEINBOURE)	95.07.2011	19.03.2003	05,07.2001	TACTONIC (WORD MARK)	E	T-IEE-005/EM

C-8001 Strassen (Luxembourg)

office ernest t. freylinger s.a. 234, routed Arting P.O. Box 48 Liass / : Electronic nousehold apphances ; Dienders, electronic, for nousehold purposes.

consoles; data loggers, electronic data logging apparatus; sersors, in particular position sensors (including for beds, chairs, Class 9 : Telephone apparatus, mobile telephone apparatus; electronic pens; computers; computer periphoral devices; displays (for computers); personal digital assistants (PDAs); video games adapted for use with television receivers, games wheelchairs); cameras; hi-fi apparatus; mterfaces.

Class 10: Measuring stups for use in medicine (including for urine, blood); orthopaedic articles, exclusively hearing aids for the deaf, and pants thereof.

Class 28: Apparatus for electronic games other than those adapted for use with television receivers only.

Class 42 : Scientific and industrial research, in particular research in connection with sensors technology, input apparatus and vehicle safety; computer programming; engineering work; industrial design; material testing.

**TRADEMARK** 

REEL: 003183 FRAME: 0689

Date: 29,09,2005

AN: IEE S.A. (Luxembovrg) AG: IEE S.A. (Luxettbourg) 11,05,2015 1.05.2005 PROTECTO ВX APPL, PENDING L-1171E-007/18X

Class(es)

I. 8001 Stassen (Luxembourg)

office erasst f. freylinger s.a.

234, route d'Arton P.O. Box 48

moteurs; commandes hydraufiques et pneumangeres pour machines et moteurs; compresseurs (machines); dispositifs parumatiques ou hydraufiques Classe 7 : Machines, moteurs et pompes à uir comprinté ; pisions d'amortisseurs (parties de machines) ; cúbles de commande de machines ou de pour le déplacement de pièces métalliques ou plastiques (parties de machines); pistons (parties de machines ou de moteuxs); pompes (parties de nachines ou de moteurs] Classe 9 : Appareils et instruments scientifiques, nautiques, géndésiques, photographiques, enématographiques, optiques, de pesage, de meswage, de formation. l'accumulation, le régisge ou la commande du courant électrique, appareits pour l'enregistrement, la transmission, la reproduction du son ou des images; supports d'encegistrement magnétiques, disques accustiques; distributeurs automatiques et mécanismes pour appareils à prépaiement; du temps : entegistmans de pression : inclinormètres : lasers non à usage médical ; mesureurs ; entegistreurs et mesureurs de pression ; cadars ; sonars unage médical ; avertisacurs autocratiques de collision entre piétons et véhicules ; caména vidén ; capseurs électriques et électroniques ; télecteurs ; detectants de collision, notamment entre pictons et véhicules; émelleurs de signaux électronsques; appareils pour l'erregistrement des distances et signalisation, de contrôle (inspection), de secours (sauvetage) et d'ensergnement, appareils et instruments pour la conduits, la distribution, la transcoisses emegistreuses, machines à calculer, équipement pour le traitement de l'information et les ordinateurs, extincteurs ; dispositifs de protection i oppareils électriques de surveillance ; résistances électriques ; processeurs [unités centrales de traitement]; errouits imprimés ; execuits intégrés ; personnelle contre les accidents ; disposité de pratection carporelle en cas d'accidents entre véhicules et piétons ; appareils pour l'analyse run à couplems (informatique]; logiciels (programmes enregistrés); logiciels d'malyse et de trailement de données pour systèmes de protection.

vélicides ; encuits hydrauliques pour véhicules ; coussins d'air gonfrants (dispositifs de securité pour automobiles) ; pare-choes de véhicules ; capots de moieurs pour véhicules ; capieurs pour véhicules ; capieurs de sécurité pour véhicules ; dispositif de motatisation d'éléments de carrosserie pour Classe 12 : Véhicules, appareits de locornotion par terre, par aur ou par eau ; dispositifs de sécurité pour automobiles ; avertisseurs de collision pour rélicules; dispositifs de sécurité pour piétons mégrés dans les véhicules.

Classe 13 : Explosifs, amorces, cartouches et poudres explosives, bouchons délonants ; capsules d'allumage ; capsules fulminantes autres que les runcis ; déforations ; disposátifs pyretechniques pour le déplacement de pièces métalliques eu plassiques.

conception de systèmes informatiques ; conception de dispositifs de sécurité électroniques pour véhicules, notamment en cas de collision avec les Classe 42 : Services technologíques ainsi que services de recherches et de conception y relatifs; services d'analyses et de recherches industrielles; piélom ; recherches en mécaraque ; recherches techniques ; études de projeis techniques ; expectises [trayaux d'Ingénieurs] ; étaboration [conception], installation, mise à jour, maintenance de logiciels ; recherche et dévalopperrant de minieaux produits (pour des tiers).

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Pake 6 of 7

I.-8001 Skrassen (Luxembourg)

office entest t. freylinger s.a. 234, route d'Arien P.O.IBox 48 Date: 29.09.2005

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Class(e!)	Classe 9: Apsignalitation, formation, 17: formation, 17: formation, 17: formation, 17: formation, 17: formation, 17: formation of formatical formation of formation of formation of formation of formatical formation of formation	9: Appareils et instruments ration, de corarble (inspecifion, Pacutualation, le régla inages; supporta d'enregist enegistreuses, machines à raiement); puecs [circuits ins.; enregistreurs de pressions; enregistreurs de contains dans : caméras vidés detection d'inieit en trois of there	Classe 9: Appareils et instruments screntifiques, nautiques, géodésques, photographiques, cinémalographiques, optiques, de pasage, de mesurage, de sagnatiation, de corarble (inspection), de secours (sauvetage) et d'enxeignement; appareils et instruments pour la conduite, la distribution, la transfort, l'accumulation, le réglage ou la commande du courant électrique; appareils pour l'enregistrement, la transmission, la reproduction du son par des inages; supports d'enregistrement magnétiques, disques acoustiques; distributeurs automatiques et nécanismes pour appareils à prépuiement, les des deraitement achieus à calculer, équipement pour le traitement de l'informatique et en écanismes pour appareils à prépuiement, les de traitement j; puces leircuits intégléss); circuits imprimés; circuits informatique]; capteurs de pression ; indicateurs de vitesse et/ou de distance; logiciels (programmes enregistres); programmes enregistres pour la reconnaissance et le traitement d'images en trois dimensions; appareils de nitre de bord ; appareils de localisation d'abiets en trois dimensions; appareils de localisation d'abiets en trois dimensions; appareils de localisation d'abiets en trois d'une solute de le le le la lette de le lette de la lette de la lette de la lette de la lette de lette de la	raphiques, cinémaograph : appareils et instruments sareils pour l'encegistienne infollieurs automatiques et fformation et les ordinateu ; interfaces informatique se eu/ou de distance; logic ions; logiciels d'identiffee de navigation pour véhicul	igues, optiques, de pesage, de mesurige, de pour la conduite, la distribution, la trans- nal, la transmission, la reproduction du son mécanismes pour appareils à prépuiement, ms, extincieurs ; processeurs [unités centra- lis eapteurs électroniques ; icapteurs électroniques ; icapteurs électroniques ; icapteurs diopignanties de la pesson- tion d'emplacement d'objets et de person- les fordinaieurs de bord]; appareils de

Casse 12 : Véticules; appareils de locomotion par terse, per air du par euu ; capteurs pour véticules ; dispositifs de localisation de l'emplacement des passagers et du conducte un dans les réficulens, dispositifs de pré-prentionnement ou de positionnements d'appuis-tête; dispositifs de pré-tension de contures de sécurité [dispositifs de sécurité]; dispositif de prévention des accidents pour véhicules [disponitifs de sécurité]; systèmes il nade au stationnement de vehicules ; dispositifs de sécurité pour réhicules par localisation d'objets dans et autour des véhicules.

localisation d'objets en trois dimensions pour véhicules (appareits pour l'acquisition et le traitement des données); appareits électriques et électron

ques de surveillance : détecteurs de distance et de positionnement d'objets et de personnes.

en inkonorque ; recherches techniques ; études de projets techniques ; expertises [travaux d'ingénieurs] ; élaboration [conception], installation, mise à conception de systèmes informatiques ; conception de dispositifs d'analyse et de traitement d'images en trais dimensions pour véhicules ; rechembes Classe 42 : Services technologiques ainsi que services de recherches et de conception y relatifs; services d'atalysis et de recherches mutusnielles; jour, maintenance de logiciels ; recherche et développement de nouveaux produits [paur des tiens].

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Date: 29.09.2005

Classe 9 : Appareils et instruments scientifiques, nactiques, géodésiques, photographiques, cinématographiques, optiques, de pesage, de mesurage, de A.N. IEE S.A. (Luxentbourg) AG: IEE S.A. (Luxembourg) 20,07,2015 20.07.2005 3D MLI SENSOR BX APPL. PENDING T-JEE-4009/31X

caisses emegistreuses, orachines à calculer, équipement pour le traisement de l'Information et Les ordinateurs; extincieurs ; processeurs funités centraou des images; supports d'entegistrement magnétiques, disques acoustiques; distributeurs automatiques et mécanismes pour apparaits à prépaiement; formation, l'accumulation, le réglage on la commande du courant électrique; appareits pour l'enregistrement, la transmission, la reproduciion du son condens neurs électriques ; compteurs ; connecteurs ; fils électriques ; contacts électriques ; undicaleurs (électricilé) ; capteurs électrisignalisation, de contrôle (inspection), de secours (sauvetage) et d'enseignement; appareils et instruments pour la conduite, la distribution, la transles de trailement] ; puces foircuits irrégrés] ; accouplements électuques ; balises luranceuses ; circuits impirades ; circuits intégrés ; commatateurs ; ques et électroniques ; détecteurs ; éstans de projection ; écrans Mogrescerts ; écrans vadéo ; tableaux d'affichage électroniques ; enregistreurs de pression ; capteurs de prosson ; enscigues lunúncusos ; undicaleurs de niveau d'eau, de pente, de perte électrique, de quantité, de tempéralure, de vilesse ; logiciels (programmes enregiantes) ; programmes enregisinés pour la gestion des éclairages, des affichages et des capteurs ; parneaux de signalisation lumineux; signalisation lummeuse.

d'éclainge ; appareils d'éclainage paur véhicules : appareils et installations d'éclainage ; tubes et films formeux pour l'éclainage ; tubes à décharges Classe II : Appareils d'éclairage, ampoutes d'indicateurs de direction pour véhicules ; films électroluminescents pour éclairage ; ampoules électroques pour l'éclairage ; réflecteurs de lampes ; réflecteurs pour véhicules.

pour véhicules ; labbaux de tord rétro-éclairés, électrolaminescents ou fluorescents pour véhicules ; commandes rátro-éclairées, électroliminescen Classe 12 : Véhicules, appareils de loccanction par terre, par aur ou par eau ; dispositifs de sécurité électroluminescents pour automobiles ; cagteurs les ou fluorescentes pour véhicules; dispositifs d'affichage pour véhicules.

conception de systèmes informatiques ; conception de dispositis étectrolumnescents, notamment pour véhicules ; recherches en urécanque ; recherches tectriques ; Etudes de projets techniques ; expertises (travaux d'ingénieurs) ; éjaboration (conception), ínskallation, mise à jour, framienance de Casse 42 : Services technologiques ainsi que services de recherches et de conception y relatifs; services d'analyses et de recherches industnelles; logiciels ; recherche et développement àc naureaux produits (pour des tiens).

number of cases; 10

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TRADEMARK REEL: 003183 FRAME: 0692

L-8001 Strassen (Luxembourg)

office erass t. freylinger sa.

234. route d'Anlan

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