

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teleflex Incorporated		12/27/2007	CORPORATION:
Technology Holding Company		12/27/2007	CORPORATION:
Technology Holding Company II		12/27/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Kongsberg Automotive Holding ASA		
Street Address:	Dyrmyrgata 45, P.O. Box 62		
City:	Kongsberg		
State/Country:	NORWAY		
Postal Code:	NO-3601		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3230915	T-FLEX	
CORRESPONDENCE DATA			
Fax Number:	2486451568		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 645-1483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Steven W. Hays		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
ATTORNEY DOCKET NUMBER:	065508.00037		
DOMESTIC REPRESENTATIVE			
Name:	Samuel J. Haidle		

CH \$40.00 3230915

900231252

**TRADEMARK
 REEL: 004844 FRAME: 0802**

Address Line 1: 450 West Fourth Street
Address Line 4: Royal Oak, MICHIGAN 48067

NAME OF SUBMITTER:	Samuel J. Haidle
Signature:	/Samuel J. Haidle/
Date:	08/16/2012

Total Attachments: 15

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GMS INTELLECTUAL PROPERTY ASSET TRANSFER AGREEMENT

This GMS INTELLECTUAL PROPERTY ASSET TRANSFER AGREEMENT ("IP Transfer Agreement"), dated as of December 27, 2007, is by and among Teleflex Incorporated, a Delaware corporation ("Seller"), Technology Holding Company, a Delaware corporation (a "Selling Subsidiary"), Technology Holding Company II, a Delaware corporation (a "Selling Subsidiary"), and Kongsberg Automotive Holding ASA, a company established under the laws of the Kingdom of Norway ("Buyer"). Seller, Buyer and each Selling Subsidiary are each individually referred to herein as a "Party," and collectively, as the "Parties."

WITNESSETH:

WHEREAS, Seller owns and conducts the Business directly, and indirectly through the Selling Subsidiaries and Acquired Companies, as an integrated business among the Teleflex Group Businesses;

WHEREAS, Seller and the Selling Subsidiaries own or Control certain intellectual property assets and rights used to conduct the Business prior to the Closing, which are transferable to Buyer with the sale of the Business by Seller to Buyer pursuant to a Purchase Agreement dated as of October 14, 2007 ("Purchase Agreement");

WHEREAS, Seller and Buyer are parties to the Purchase Agreement relating to the Business, including, without limitation, the Business conducted at the GMS Facilities as well as at other locations, which Purchase Agreement contemplates the execution of this IP Transfer Agreement by the Parties;

WHEREAS, pursuant to Buyer's purchase under the Purchase Agreement, certain rights and licenses, referred to as GMS Assets in said Purchase Agreement, shall be transferred by Seller and Selling Subsidiaries to Buyer; and

WHEREAS, Seller and Buyer have agreed to enter into this IP Transfer Agreement specifically assigning Intellectual Property assets comprising a portion of the GMS Assets identified in the Purchase Agreement and the Seller Disclosure Letter as GMS Assets to be sold and assigned to Buyer with the Business, and setting forth general descriptions and categories of GMS Assets to be sold, assigned or licensed to Buyer;

NOW THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and for other good and valuable consideration given by each Party hereto to the other, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto, for themselves, their successors and permitted assigns, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Specific Definitions. As used in this Agreement, the terms identified in Appendix A, attached hereto, shall have the meanings set forth or referred to in Appendix A.

Section 1.2 Incorporated Definitions. As used in this Agreement, the terms identified in Appendix B, attached hereto, shall have the meanings set forth in the Purchase Agreement.

Section 1.3 Other Definitions. Other defined terms may be defined elsewhere in the text of this IP Transfer Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

Section 1.4 Other Definitional Provisions.

(a) The words "hercof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include," "includes" or "including" (or any variation thereof) are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(b) References to specific Articles and Sections are to the Articles and Sections of this Agreement, unless specifically stated otherwise.

(c) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. All references to "dollars" or "\$" mean "U.S. dollars."

(d) All accounting terms not specifically defined herein shall, to the extent not inconsistent with the express terms of this Agreement, be construed in conformity with GAAP consistently applied.

(e) References to any United States legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than the United States be deemed to include what most nearly approximates in that jurisdiction to the United States legal term.

ARTICLE 2 ASSIGNMENTS, LICENSES AND FURTHER ASSURANCES

Section 2.01 Patent Assignment.

(a) Seller hereby assigns to Buyer its entire right, title and interest in and to the Patents listed in Schedule 2.01 including its entire interest in any and all causes of action and rights of recovery for past infringement of the Patents listed therein excluding however causes of action and rights of recovery to the extent related to any Excluded Liabilities.

(b) Each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to the Patents listed in Schedule 2.01 including its entire interest in any and all causes of action and rights of recovery for past infringement of the Patents listed therein excluding however causes of action and rights of recovery to the extent related to any Excluded Liabilities.

(c) Seller and each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to any Patents that are listed on Schedule 2.01 and which are held in the name of Acquired Companies, including its and their interest in any and all causes of action and rights of recovery for past infringement of the such Patents, excluding, however, causes of action and rights of recovery to the extent related to any Excluded Liabilities.

(d) Seller hereby agrees, on behalf of itself and each Selling Subsidiary and any other subsidiaries or Affiliates of the Teleflex Group Businesses to convey any GMS Assets comprising Patents that are contemplated to be transferred pursuant to the Purchase Agreement and this IP Transfer Agreement, which are later found through an audit performed by Buyer or Seller of the GMS Assets that were actually conveyed to have been omitted from the listing of GMS Assets set forth in the Purchase Agreement, Seller Disclosure Letter or this IP Transfer Agreement on the Closing Date.

Section 2.02 Non-Patented IP Assignment.

(a) Seller hereby assigns to Buyer all right, title and interest in and to any Invention Disclosures and the draft patent applications or provisional patent applications that are predominately used or predominately held for use in the conduct of the Business.

(b) Each Selling Subsidiary hereby assigns to Buyer all right, title and interest in and to the Invention Disclosures and any draft patent applications or provisional patent applications that are predominately used or predominately held for use in the conduct of the Business.

(c) Seller and each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to any Invention Disclosures and the draft patent applications or provisional patent applications that are held solely in the name of Acquired Companies.

(d) Seller hereby agrees, on behalf of itself and each Selling Subsidiary, and any other subsidiaries or Affiliates of the Teleflex Group Businesses, to convey any GMS Assets comprising Invention Disclosures or draft patent applications or provisional patent applications that are contemplated to be transferred pursuant to the Purchase Agreement and this IP Transfer Agreement, which are later found through an audit performed by Buyer or Seller of the GMS Assets that were actually conveyed to have been omitted from the listing of GMS Assets set forth in the Purchase Agreement, Seller Disclosure Letter or this IP Transfer Agreement on the Closing Date.

(e) Seller hereby assigns to Buyer its entire right, title and interest in and to the Owned Non-Patented Intellectual Property of the Business predominately held for use or predominately used in the conduct of the Business or associated predominately with the products and services of the Business, including its entire interest in any and all causes of action and rights of recovery for past infringement of the Owned Non-Patented Intellectual Property listed therein excluding however causes of action and rights of recovery to the extent related to any Excluded Liabilities.

(f) Each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to the Owned Non-Patented Intellectual Property of the Business predominately held for use or predominately used in the conduct of the Business or associated predominately with the products and services of the Business, including its entire interest in any and all causes of action and rights of recovery for past infringement of the Owned Non-Patented Intellectual Property listed therein excluding however causes of action and rights of recovery to the extent related to and Excluded Liabilities.

(g) Seller and each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to any Owned Non-Patented Intellectual Property of the Business that are solely held in the name of Acquired Companies and including its and their interest in any and all causes of action and rights of recovery for past infringement of the such Owned Non-Patented Intellectual Property excluding however causes of action and rights of recovery to the extent related to any Excluded Liabilities.

(h) Seller hereby agrees, on behalf of itself and each Selling Subsidiary and any other subsidiaries or Affiliates of the Teleflex Group Businesses to convey any GMS Assets comprising Owned Non-Patented Intellectual Property of the Business that are contemplated to be transferred pursuant to the Purchase Agreement and this IP Transfer Agreement, which are later found through an audit performed by Buyer or Seller of the GMS Assets that were actually conveyed to have been omitted from the listing of GMS Assets set forth in the Purchase Agreement, Seller Disclosure Letter or this IP Transfer Agreement on the Closing Date.

Section 2.03. Trademark Assignment.

(a) Seller hereby assigns to Buyer its entire right, title and interest in and to the Trademarks listed in Schedule 2.03, including, without limitation the trademark applications and registrations as set forth on Schedule 2.03, together with the goodwill attached to the assigned Trademarks including its entire interest in any and all causes of action and rights of recovery for past infringement of the Trademarks listed therein.

(b) Each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to the Trademarks listed in Schedule 2.03, including, without limitation the trademark applications and registrations as set forth on Schedule 2.03, together with the goodwill attached to the assigned Trademarks including its entire interest in any and all causes of action and rights of recovery for past infringement of the Trademarks listed therein.

(c) Seller and each Selling Subsidiaries hereby assigns to Buyer its entire right, title and interest in and to any Trademarks listed in Schedule 2.03, including, without limitation the trademark applications and registrations therefor, together with the goodwill attached to the assigned Trademarks that are held in the name of Acquired Companies including its interest in any and all causes of action and rights of recovery for past infringement of the such Trademarks.

(d) Seller hereby agrees, on behalf of itself and each Selling Subsidiary and any other subsidiaries or Affiliates of the Teleflex Group Businesses to convey any GMS Assets comprising Trademarks that are contemplated to be transferred pursuant to the Purchase Agreement and this IP Transfer Agreement, which are later found through an audit performed by Buyer or Seller of the GMS Assets that were actually conveyed to have been omitted from the listing of GMS Assets set forth in the Purchase Agreement, Seller Disclosure Letter or this IP Transfer Agreement on the Closing Date.

Section 2.04 Limited Use of Seller's Retained Marks on Tooling, Signage and Other Existing Materials.

(a) Seller or a Selling Subsidiary, as the case may be, has a proprietary interest in certain trademarks, trade names, and service marks historically used by Seller in connection with the Business as presently conducted that are not being transferred to Buyer herein, including, without limitation, the mark "TELEFLEX" and the other marks listed on Schedule 2.04(a) (hereinafter, the "Seller's Retained Marks"). The Parties recognize that the Business will have existing tooling, signage, supplies and other materials other than products that bear Seller's Retained Marks on the Closing Date (hereinafter, "Existing Materials").

(b) Seller and each Selling Subsidiary hereby grant to Buyer a royalty-free, non-exclusive license to use the Seller's Retained Marks on the Existing Materials for existing uses for a period of ninety (90) days from the Closing Date (hereinafter, the "Phase Out Period"). Such license rights are not transferable without the express consent of Seller. Buyer agrees that as of the Closing Date, it shall not produce, or have produced, any additional supplies of Existing Materials bearing the Seller's Retained Marks, without Seller's express permission.

(c) On expiration of the Phase Out Period, Buyer shall destroy all remaining Existing Materials in Buyer's inventory or control except those Existing Materials produced or held under a separate license or under authority from Seller, or Buyer shall remove the Seller's Retained Marks from such Existing Materials. At Seller's request, Buyer will give Seller satisfactory evidence of the destruction or removal. All use of the Seller's Retained Marks under the license of this Section 2.04 shall inure solely to the benefit of Seller. Buyer shall not claim any title or any proprietary right to the Seller's Retained Marks by virtue of the licenses granted above to Buyer. Buyer agrees to use the Seller's Retained Marks only to conduct the Buyer's Business and to provide goods and services which meet quality standards at least as great as those used by Seller on the Closing Date.

(d) Notwithstanding anything in this IP Transfer Agreement or the Purchase Agreement to the contrary, to the extent that the Seller's Retained Marks are Hard Tooled into any tooling transferred from Seller, a Selling Subsidiary or an Acquired Company to Buyer, Seller agrees to grant the following licenses. For the purposes of these licenses the term "Hard Tooled" shall mean incorporated into the tooling in a permanent manner where the tooling must be modified in order for the tooling not to bear the Seller's Retained Marks but shall not include, and nothing in this IP Transfer Agreement shall permit, Buyer to imprint, affix or mark in any way any Seller Retained Mark on any product manufactured by Buyer. For Hard Tooled tooling used to produce products sold by the Business as of the Closing Date and after the

Closing Date, Seller or a Selling Subsidiary, as the case may be, agrees to grant to Buyer a non-exclusive, royalty-free license to use such tooling for the production of products. Such licenses shall have a term extending until the end of the useful life of such Hard Tooled tooling. The license rights are transferable by Buyer with the transfer of the Hard Tooled tooling during the useful life of such tooling.

Section 2.05 Limited Use of Seller's Retained Marks for Disposition of Inventory.

(a) In consideration of the faithful performance by Buyer of the covenants and conditions contained in this Section 2.05 and subject to the termination provisions contained in Section 2.05(b) hereof, Seller or Selling Subsidiary, as the case may be, hereby grant to Buyer Licensees a limited, non-exclusive, world-wide, royalty-free license to use the Seller's Retained Marks solely in connection with the sale or disposition of the Inventory, without the right to sub-license, so long as Buyer Licensees meet the quality control standards set forth in Section 2.05(c). Seller or Selling Subsidiary, as the case may be, expressly reserves its or their ownership rights in the Seller's Retained Marks and shall continue to hold all rights in the Seller's Retained Marks. Buyer Licensees' use of the Seller's Retained Marks shall inure to the benefit of Seller.

(b) Subject to the termination provisions of this Section 2.05(b), this license granted pursuant to Section 2.05(a) shall terminate twelve (12) months from the Closing Date (hereinafter, the "Trademark License Term"). Seller may terminate the license set forth in Section 2.05(a) if Buyer Licensees breach any provision of Section 2.05(c) and fail to cure that breach within thirty (30) days after written notice thereof and said termination shall not be considered to be a material breach of this Agreement. Buyer Licensees shall be free to terminate the license set forth in Section 2.05(a), at any time, with or without cause, by providing thirty (30) days written notice of such intention to terminate to Seller. Buyer Licensees shall discontinue using the Seller's Retained Marks following expiration of the Trademark License Term or upon termination of the license granted in Section 2.05(a) pursuant to the terms of this Section 2.05(b).

(c) Quality Control.

(i) Buyer Licensees shall use the Seller's Retained Marks solely in connection with goods and services that are of at least the level of quality as the goods and services provided by Seller prior to the Closing Date. Buyer Licensees shall use the Seller's Retained Marks only on goods and services of sufficient quality that the use of the Seller's Retained Marks in connection with such goods and services will not reflect negatively on the goodwill associated with the Seller's Retained Marks nor otherwise dilute the value of the Seller's Retained Marks. Licensee shall use the Seller's Retained Marks only in the form designated by Seller, the currently used forms of which by Seller, Selling Subsidiaries or Acquired Companies shall be deemed approved, or as otherwise designated by Seller for the Trademark License Term of the license granted in Section 2.05(a). Buyer Licensees shall not use the Seller's Retained Marks in connection with any packaging, advertising, promotional, marketing or other written, audio or electronic materials, including but not limited to, use on websites or the internet (the "Materials Bearing Seller's Retained Marks") that are illegal or that would reflect negatively on the goodwill associated with the Seller's Retained Marks or

otherwise dilute the value of the Seller's Retained Marks or in connection with any products which are not Inventory.

(ii) Buyer Licensees shall promptly furnish to Seller upon request by Seller, without cost, copies of all Materials Bearing Seller's Retained Marks that use the Seller's Retained Marks and samples of all goods bearing the Seller's Retained Marks (including any material modifications of any such goods), in order to enable Seller to confirm that Buyer Licensees' use of the Seller's Retained Marks is proper and in accordance with the quality standards set forth herein. Upon notice by Seller, it shall have the right to inspect Buyer Licensees' facilities and business operations to confirm that Buyer Licensees' use of the Seller's Retained Marks is proper and in accordance with the quality standards set forth herein. Should Seller determine in good faith that any use by Buyer Licensees of the Seller's Retained Marks is not in accordance with the quality standards required hereunder, Seller may notify Buyer Licensees of such nonconformity and Buyer Licensees shall immediately make such changes as may be required to comply with the quality standards set forth in this Section 2.05(c). If Buyer Licensees fails to make such changes within thirty days (30) of Seller's written request, Seller may terminate the license set forth in Section 2.05(b), but such breach shall not be considered a material breach of this Agreement.

(iii) Buyer Licensees shall not use the Seller's Retained Marks in a manner that would materially impair the value of, or goodwill associated with, the licensed rights in the Seller's Retained Marks.

(iv) Buyer Licensees agrees with respect to the use of the Materials to display the following disclaimer:

The [] trademarks are owned by Teleflex Incorporated or its affiliates and are used under license. [Buyer Licensees] are not affiliated with Teleflex Incorporated or its affiliates.

Section 2.06 Assignment of Domain Names.

(a) Seller hereby assigns to Buyer its entire right, title and interest in and to the internet Domain Names as set forth in Schedule 2.06 including, without limitation any applications and registrations therefor including its entire interest in any and all causes of action and rights of recovery for past infringement of the Domain Name listed therein.

(b) Each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to the internet Domain Names as set forth in Schedule 2.06, including, without limitation any applications and registrations therefor including its entire interest in any and all causes of action and rights of recovery for past infringement of the Domain Names listed therein.

(c) Seller hereby agrees, on behalf of itself and each Selling Subsidiary and any other subsidiaries or Affiliates of the Teleflex Group Businesses to convey any GMS Assets comprising Domain Names that are contemplated to be transferred pursuant to

the Purchase Agreement and this IP Transfer Agreement, which are later found through an audit performed by Buyer or Seller of the GMS Assets that were actually conveyed to have been omitted from the listing of GMS Assets set forth in the Purchase Agreement, Seller Disclosure Letter or this IP Transfer Agreement on the Closing Date.

Section 2.07 Assignment of Copyrights.

(a) Seller hereby assigns to Buyer all right, title and interest in and to Copyrights in Owned Non-Patented Intellectual Property of the Business assigned pursuant to Sections 2.02(e) and (f), including, without limitation any applications and registrations therefor including its entire interest in any and all causes of action and rights of recovery for past infringement of the Copyrights.

(b) Each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to Copyrights in Owned Non-Patented Intellectual Property of the Business assigned pursuant to Section 2.02(e) and (f), including, without limitation any applications and registrations therefor including its entire interest in any and all causes of action and rights of recovery for past infringement of the Copyrights.

(c) Seller and each Selling Subsidiary hereby assigns to Buyer its entire right, title and interest in and to any Copyrights that are held solely in the name of Acquired Companies including its interest in any and all causes of action and rights of recovery for past infringement of the Copyrights.

(d) Seller hereby agrees, on behalf of itself and each Selling Subsidiary and any other subsidiaries or Affiliates of the Teleflex Group Businesses to convey any GMS Assets comprising Copyrights that are contemplated to be transferred pursuant to the Purchase Agreement and this IP Transfer Agreement, which are later found through an audit performed by Buyer or Seller of the GMS Assets that were actually conveyed to have been omitted from the listing of GMS Assets set forth in the Purchase Agreement, Seller Disclosure Letter or this IP Transfer Agreement on the Closing Date.

Section 2.08 License to Seller's Background IP Rights and Copyrights. Seller and Selling Subsidiaries hereby grant to Buyer Licensees a non-exclusive, limited, worldwide, royalty-free right and license, without the right to sublicense, under Seller's Background IP Rights for the Term of this Agreement to, make, have made, use, sell, offer to sell, import and export Current Products and Pipeline Products. Seller and Selling Subsidiaries hereby grant to Buyer Licensees a worldwide, royalty-free right and license, without the right to sublicense, under any Copyrights retained by Seller and used in connection with the Business, to reproduce and have reproduced the works of authorship (hereinafter, "Works") in whole or in part, distribute to the public by sale or other transfer of ownership copies of the Works or Derivative Works thereof, and perform or display the Works or Derivative Works thereof. The Parties agree that any Derivative Work shall be owned by the Party creating such Derivative Work.

Section 2.09 Retention of Documents by Buyer. Anything in this IP Transfer Agreement to the contrary notwithstanding, Buyer, Acquired Companies and subsidiaries and

Affiliates of each of them following the Closing have the right to retain and use documents and things that describe or contain any Non-Patented Intellectual Property that it rightfully in their possession after the Closing Date, provided that such copies and things are subject to the rights and limitations as specified in this IP Transfer Agreement and the confidentiality obligations set forth in the Document Confidentiality Agreement of even date herewith.

Section 2.10 Non-Assertion of Rights. Seller and Selling Subsidiaries agree not to assert claims of infringement or misappropriation against the Buyer, Acquired Companies or subsidiaries or Affiliates of each of them, or their customers, of any Seller's Background IP Rights due to the importation, exportation, manufacture, use, offer for sale or sale of Current Products or Pipeline Products covered by such Seller's Background IP Rights, provided that such Current Products or Pipeline Products are used by or for Buyer, Acquired Companies or subsidiaries or Affiliates of each of them, pursuant to the rights and limitations set forth in this IP Transfer Agreement.

ARTICLE 3 CONSIDERATION

Section 3.01 The assignments, transfers, covenants and licenses made herein to Buyer are made by Seller pursuant to its obligations under the Purchase Agreement and for the consideration set forth therein.

ARTICLE 4 REPRESENTATION AND WARRANTIES

Section 4.01 The Parties agree that all representations and warranties relating to matters contemplated herein are set forth in the Purchase Agreement.

ARTICLE 5 NOTICE

Section 5.01 Notice. All notices, requests, consents, or other communications permitted or required under this agreement must be in writing and will be deemed to have been given when personally delivered, or when sent if sent via facsimile (with receipt confirmed), or on the first business day after dispatch by reputable overnight carrier, or on the third business day after mailing by registered or certified first class mail (with receipt confirmed), to the following:

if to Buyer, to:

Kongsberg Automotive Holding ASA
Dyrmyrgata 45
P.O. Box 62
Kongsberg, Norway NO-3601
Attention: Olav Volldal, CEO
Facsimile No.: (47) 32 77 05 09

with a copy to (which shall not constitute notice):

Miller, Canfield, Paddock and Stone, P.L.C.
150 W. Jefferson, Suite 2500
Detroit, MI 48226
Attention: Richard A. Walawender
Facsimile No.: (313) 496-8450

if to Seller, to:

Teleflex Incorporated
155 South Limerick Road
Limerick, PA 19468
Attention: General Counsel
Facsimile No.: (610) 948-2011

with a copy to (which shall not constitute notice):

Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Attention: Craig Circosta
Facsimile No.: (215) 864-9747

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Party.

ARTICLE 6 MISCELLANEOUS

Section 6.01 Obligation to Disclose Technology. Seller and Selling Subsidiaries agree to transfer copies of documents and information requested by Buyer, as deemed reasonably necessary by Seller and Selling Subsidiaries within their sole discretion, as part of the Non-Patented Intellectual Property and to give full enabling effect to the assignments and licenses granted hereunder and to enable Buyer to conduct the Business as the Business was conducted by Seller on the Closing Date.

Section 6.02 Assignability.

(a) Buyer may not assign or transfer (by operation of law or otherwise) the rights granted to it pursuant to this IP Transfer Agreement or any interest, right or obligation herein or hereunder, in whole or in part without the prior written consent of Seller. Notwithstanding the foregoing, without securing such prior written consent from Seller, Buyer may assign or transfer the rights granted to it hereunder to a successor of all or substantially all of Buyer's business (whether by acquisition by another party of Buyer's capital stock or assets, merger, consolidation, or other reorganization, the succession by another party to Buyer's business by operation of law, as a consequence of any transaction that results in a change in the ownership or right of control of Buyer, or otherwise). Any attempted assignment in contravention of the above provision shall be void and ineffective. In the event of any assignment permitted hereunder, the applicable successor or assignee shall assume in a writing, delivered to the non-assigning party, all of the duties and obligations of the assignor hereunder.

(b) Seller may not assign or transfer (by operation of law or otherwise) the rights granted to it pursuant to this IP Transfer Agreement or any interest, right or obligation herein or hereunder, in whole or in part without the prior written consent of Buyer. Notwithstanding the foregoing, without securing such prior written consent from Buyer, Seller may assign or transfer the rights granted to it hereunder to a successor of all or substantially all of Seller's commercial segment (whether by acquisition by another party of Seller's capital stock or assets, merger, consolidation, or other reorganization, the succession by another party to Seller's commercial segment by operation of law, as a consequence of any transaction that results in a change in the ownership or right of control of Seller, or otherwise). Any attempted assignment in contravention of the above provision shall be void and ineffective. In the event of any assignment permitted hereunder, the applicable successor or assignee shall assume in a writing, delivered to the non-assigning party, all of the duties and obligations of the assignor hereunder.

Section 6.03 Counterparts. This IP Transfer Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

Section 6.04 Construction. To the extent that any term or condition of this IP Transfer Agreement is inconsistent with, or contradicts, any term or condition of the Purchase Agreement, the Purchase Agreement shall govern.

ARTICLE 7
TERM AND TERMINATION

Section 7.01 Term. This Agreement will terminate upon the expiration date of the last-to-expire of the intellectual property rights that are the subject of Article 2 above.

[Remainder of page intentionally left blank.]

WHEREFORE, the parties have signed this GMS INTELLECTUAL PROPERTY ASSET TRANSFER AGREEMENT.

Kongsberg Automotive Holdings ASA

Teleflex Incorporated

By: 

By: _____

Name: Raymond Bernya

Name: _____

Title: Attorney-in-Fact

Title: _____

Date: December 21, 2007

Date: December __, 2007

Technology Holding Company

Technology Holding Company II

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: December __, 2007

Date: December __, 2007

WHEREFORE, the parties have signed this GMS INTELLECTUAL PROPERTY ASSET TRANSFER AGREEMENT.

Kongsberg Automotive Holdings ASA

Teleflex Incorporated

By: _____

By: C. Jeffrey Jacobs

Name: _____

Name: C. Jeffrey Jacobs

Title: _____

Title: Treasurer

Date: December __, 2007

Date: December 27, 2007

Technology Holding Company

Technology Holding Company II

By: C. Jeffrey Jacobs

By: C. Jeffrey Jacobs

Name: C. Jeffrey Jacobs

Name: C. Jeffrey Jacobs

Title: President and Treasurer

Title: President and Treasurer

Date: December 27, 2007

Date: December 27 2007

Schedule 2.03

[Please see attached]

SCHEL .E 2.03

Case Number	Country	Name	Status	Application Number	Filing Date	Registration Number	Registration Date	Next Renewal Date	Assignee
79287-20002	United States of America	T-FLEX	Registered	78/558,091	2/1/05	3,230,915	4/17/07	4/17/17	Teleflex Fluid Systems Incorporated