

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-17-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101489562

10-17-2000
RECORDATION

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name NEC-Mitsubishi Electronics Display of America, Inc.

06 29 2000

Formerly _____

75 67 95 85

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name NEC Technologies, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1250 N. Arlington Heights Road

Address (line 2) _____

Address (line 3)

Itasca

City

IL/USA

State/Country

60143

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

10/13/2000 DBTRNE 00000075 100460 75679585

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 50.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002156 FRAME: 0460

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75679585"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2244349"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1443951"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kristin L. Kruska
Name of Person Signing

Kristin Kruska
Signature

8/31/00
Date Signed

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "Agreement") is made as of this 30th day of June, 2000 by and between NEC-Mitsubishi Electronics Display of America, Inc., a Delaware corporation ("Licensor"), and NEC Technologies, Inc., a Delaware corporation ("Licensee").

WHEREAS, Licensor is the sole and exclusive owner of all right, title and interest in and to the trademarks set forth on Schedule A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Licensee acknowledges that Licensor is the exclusive and sole owner of all right, title and interest in and to the Trademarks;

WHEREAS, Licensee desires to obtain a non-exclusive license from Licensor to use the Trademarks pursuant to the terms and conditions provided herein and for no other purpose;

WHEREAS, Licensor desires to license the right to use the Trademarks to Licensee pursuant to the terms and conditions provided herein and for no other purpose;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant.

(a) Trademarks. Subject to the terms and conditions contained herein, Licensor hereby grants Licensee a non-exclusive, royalty-free right to use the Trademarks in connection with the marketing, promotion and distribution of computer peripheral products and services, including but not limited to printers, projectors and plasma screen display monitors (such goods being referred to herein as "Licensee's Products"), in the United States and Canada.

(b) Licensee's Rights and the Scope Thereof. Nothing herein shall give Licensee any right, title or interest in or to the Trademarks, except the rights under this license for the duration hereof to use the Trademarks strictly as provided in sub-paragraph 1(a) above. Licensee will at no time assert any claim to any goodwill, reputation, or ownership of any of the Trademarks by reason of Licensee's licensed use thereof, or otherwise.

2. Duration of License Grant. This license shall remain in effect until terminated in accordance with Paragraph 3 herein.

3. Termination. Licensee's failure to observe in all material respects each of the terms and obligations enumerated herein constitutes a material breach of this Agreement. Upon such material breach, Licensor, in addition to any other legal or equitable remedies to which Licensor may be entitled, upon written notice to Licensee, may terminate this Agreement within sixty (60) days after Licensee receives written notice thereof. Upon such termination, Licensee shall discontinue all use of the Trademarks, and promptly certify in writing to Licensor that it has so discontinued all such use. Notwithstanding anything provided to the contrary herein, Licensee shall be permitted to sell any inventory displaying the Trademarks for a period of 180 days after the date hereof.

4. Use of the Trademarks. Licensee shall not knowingly violate any copyright, trademark or other proprietary right of any third party with respect to any product in connection with which the Trademarks are used. Licensee will not knowingly take, and to the extent reasonably within Licensee's power to control will not knowingly permit, any action or omission in derogation of any of the rights of Licensor in the Trademarks, either for the duration of this Agreement, or thereafter.

5. Indemnification. Licensee hereby indemnifies and holds Licensor harmless from all claims, demands, suits, actions, proceedings, costs, damages, expenses, or other disputes which relate directly to Licensee's activities pursuant to the license granted herein, including but not limited to the failure of Licensee to perform any of its obligations hereunder. Licensee shall promptly notify Licensor in writing of any such claim, demand, suit, action, proceeding or other dispute, and Licensee may defend and continue the defense of such, the costs of such defense to be borne equally by the parties. In this event, Licensor shall provide reasonable assistance to and cooperation with Licensee in conducting such defense, the costs of such assistance and cooperation to be borne equally by the parties. In any event, Licensor may if it so desires in its own discretion independently defend any such claim, demand, suit, action, proceeding or other dispute at its own expense through its own counsel, notwithstanding that the defense thereof may have been undertaken by Licensee.

6. Registration and Enforcement.

(a) Registration and any other protection for the Trademarks used in connection with Licensee's Products shall only be obtained by Licensor in its name and at its expense. Licensee shall furnish to Licensor any requested information about, and specimens illustrative of the manner of use of, the Trademarks by Licensee.

(b) Licensor shall take such steps as Licensor determines to be appropriate to obtain, maintain and enforce the Trademarks. Licensee shall promptly notify Licensor in writing of any actual or reasonably suspected infringement or misuse of any of the Trademarks, and Licensee will provide Licensor cooperation in taking appropriate action to the extent reasonably requested by Licensor at Licensor's expense. Any and all recoveries resulting

from such actions shall be applied first to reimburse Licensor for its out-of-pocket expenses incurred in such action, and the balance shall be divided equally between the parties.

7. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

8. Waiver and Survival. All rights and remedies of the parties, whether evidenced hereby or arising as a result of any other contract, agreement, instrument or law, shall be cumulative and may be exercised singularly or concurrently. It is expressly understood that in the event that either of the parties shall, on any occasion, fail to enforce any provision of this Agreement, including those provisions affecting termination, such failure shall not be deemed a waiver of the party's right to enforce such rights at any later time, and such failure shall not prevent enforcement of any of that party's other rights on any other occasion. The rights and obligations of the parties pursuant to this Agreement shall survive termination of this Agreement.

9. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all previous written or oral understandings, agreements, negotiations, commitments and any other writings or communications in respect of said subject matter. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by a fully authorized officer of each of the parties hereto.

10. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Licensor. Licensee may not assign or otherwise transfer any of its interests, rights, duties or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written approval of Licensor.

11. Governing Law. This Agreement shall be deemed to be made and entered into pursuant to the laws of the State of Illinois and the United States of America. In the event of any dispute hereunder, this Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Illinois and the United States of America. The place of jurisdiction for all disputes resulting from or arising out of this Agreement shall be Chicago, Illinois.

12. Construction. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of construction against either party shall apply to any term or condition of this Agreement.

13. Nature of Relationship. Nothing herein shall be construed to place the parties in a relationship of partners, joint venturers, or agent and principal, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

14. Notices. All communications, notices and exchanges of information contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed delivered either when personally delivered or on the next business day after one of the parties deposits the same in the United States mail, first class delivery, postage prepaid, or by registered or certified mail, return receipt requested, or by express mail, in all cases addressed to the other party at the respective address and to the attention of the respective person stated below, or to such other address or to the attention of such other person as either party may from time to time designate in writing:

To Licensor: NEC-Mitsubishi Electronics Display of America, Inc.
1250 N. Arlington Heights Road
Itasca, Illinois 60143

Attention: President

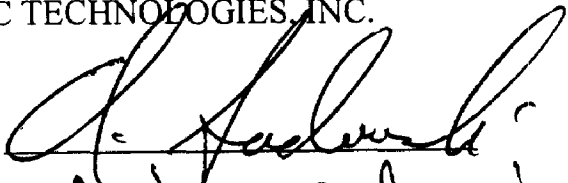
To Licensee: NEC Technologies, Inc.
1250 N. Arlington Heights Road
Itasca, Illinois 60143

Attention: General Counsel

15. Titles. Titles to the Paragraphs contained herein are for identification purposes only and are not to be construed as part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

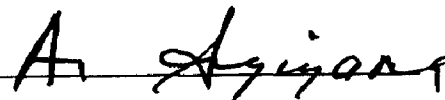
NEC TECHNOLOGIES, INC.

By: 

Name: Anthony Sadowski
Title: Gen-Counsel & Asst. Corp. Secretary

Date: 6-29-2000

NEC-MITSUBISHI ELECTRONICS
DISPLAY OF AMERICA, INC.

By: 

Name: A. Sugiyama
Title: President

Date: 6-29-2000

SCHEDULE A

TRADEMARKS

Trademark

Country/Registration No./Date

CHANNELLINK®

USA /Reg. No. 2244349/Reg. Date 5/11/99

CHANNELINK 2000 _{SM}

USA/Common law mark

MULTISYNC®

USA/Reg. No. 1443951/Reg. Date 6/23/87

MULTISYNC MAKES IT BETTER®

USA/Serial #75-679585/Reg.Date 12/21/99