

I002

RIGHTS IN PATENTS AND INVENTIONS (OTHER THAN GOVERNMENT CONTRACTS)

1. Background (Pre-Existing) Inventions and Patents. Seller grants to Buyer, and to Buyer's subcontractors, suppliers and customers in connection with goods or work being performed by Buyer, an irrevocable, nonexclusive, paid-up, worldwide license under any inventions, patents, industrial designs and mask works (whether domestic or foreign) owned or controlled by Seller at any time prior to or during the term of this contract, but only to the extent that such would otherwise interfere with Buyer's or Buyer's subcontractors', suppliers', or customers' use or enjoyment of goods or the work product or foreground inventions belonging to Buyer under this contract.

2. Foreground Inventions and Patents. All inventions conceived, developed, or first reduced to practice by, for, or with Seller in the course of any work which is performed under this contract and any patents resulting from such inventions (both domestic and foreign) shall be the property of Buyer. Seller will (i) promptly disclose all such inventions to Buyer in written detail and (ii) execute all papers, cooperate with Buyer and perform all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of Buyer.