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December 12, 2012

VIA OVERNIGHT COURIER


The Honorable E. James Gildea
Administrative Law Judge
U.S. International Trade Commission
500 E Street, S.W., Room 317
Washington, DC 20436

Re: *Certain Wireless Consumer Electronics Devices and Components Thereof*
Inv. No. 337-TA-853

Dear Judge Gildea:

Enclosed please find two double-sided copies of the **JOINT MOTION TO TERMINATE THE INVESTIGATION WITH RESPECT TO RESPONDENTS SIERRA WIRELESS, INC. AND SIERRA WIRELESS AMERICA, INC. (PUBLIC VERSION)** which is being submitted in the above-referenced investigation.

Respectfully submitted,



James C. Otteson

Enclosures

UNITED STATES INTERNATIONAL TRADE COMMISSION

WASHINGTON, D.C.

Before the Honorable E. James Gildea
Administrative Law Judge

In the Matter of

**CERTAIN WIRELESS CONSUMER
ELECTRONICS DEVICES AND
COMPONENTS THEREOF**

Investigation No. 337-TA-853

PUBLIC VERSION

**JOINT MOTION TO TERMINATE THE INVESTIGATION WITH RESPECT TO
RESPONDENTS SIERRA WIRELESS, INC. AND
SIERRA WIRELESS AMERICA, INC.**

Pursuant to Commission Rule 210.21(b), Complainants Technology Properties Limited LLC (“TPL”), Phoenix Digital Solutions LLC (“PDS”) and Patriot Scientific Corporation (“PTSC”) (collectively, “Complainants”), and Respondents Sierra Wireless, Inc. and Sierra Wireless America, Inc. (collectively, “Sierra Wireless”), move to terminate this Investigation with respect to Sierra Wireless, on the basis of the attached redacted confidential MMP Portfolio License Agreement and attachments.

For the reasons set forth in the Memorandum of Points and Authorities submitted herewith, Complainants and Sierra Wireless respectfully request that the motion be granted and that the Investigation be terminated as to Sierra only.

Pursuant to Ground Rule 2.2, counsel for Complainants and Sierra Wireless conferred with the Staff and all other parties regarding the substance of this motion two days prior to its filing. Staff and all other parties indicated that they would take a position on the motion after reviewing the papers.

Dated: December 12, 2012

Respectfully submitted,

/s/James C. Otteson

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*Counsel for Respondents
Sierra Wireless, Inc. and Sierra Wireless
America, Inc.*

UNITED STATES INTERNATIONAL TRADE COMMISSION

WASHINGTON, D.C.

Before the Honorable E. James Gildea
Administrative Law Judge

In the Matter of

**CERTAIN WIRELESS CONSUMER
ELECTRONICS DEVICES AND
COMPONENTS THEREOF**

Investigation No. 337-TA-853

PUBLIC VERSION

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF JOINT MOTION
TO TERMINATE THE INVESTIGATION WITH RESPECT TO RESPONDENTS
SIERRA WIRELESS, INC. AND SIERRA WIRELESS AMERICA, INC.**

Pursuant to Commission Rule 210.21(b), Complainants Technology Properties Limited LLC (“TPL”), Phoenix Digital Solutions LLC (“PDS”) and Patriot Scientific Corporation (“PTSC”) (collectively, “Complainants”), and Respondents Sierra Wireless, Inc. and Sierra Wireless America, Inc. (collectively “Sierra Wireless”), move to terminate this Investigation with respect to Sierra Wireless on the basis of the attached redacted confidential MMP Portfolio License Agreement. The parties request that this Joint Motion be granted.

Commission Rule 210.21(b) provides, in relevant part:

An investigation before the Commission may be terminated as to one or more respondents pursuant to section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement.

The attached redacted MMP Portfolio License Agreement (with attachments) has been executed by the parties. There are no other agreements, written or oral, express or implied between the parties concerning the subject matter of this investigation.

Settlement agreements are generally within the public interest. *See, e.g., Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 at 2 (July 12, 2000). The parties

respectfully submit that the attached redacted confidential MMP Portfolio License Agreement will not have any adverse effect on the public health and welfare or competitive conditions in the United States.

For the reasons set forth above, Complainants and Sierra Wireless respectfully request that the joint motion to terminate with respect to Sierra Wireless be granted pursuant to 19 C.F.R. § 210.21(b).

Dated: December 12, 2012

Respectfully submitted,

/s/James C. Otteson

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*Counsel for Respondents
Sierra Wireless, Inc. and Sierra Wireless
America, Inc.*

MMP PORTFOLIO LICENSE AGREEMENT

between

PHOENIX DIGITAL SOLUTIONS

and

SIERRA WIRELESS, INC.

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LICENSE AGREEMENT

This Agreement is entered into by and between PHOENIX DIGITAL SOLUTIONS LLC, a Delaware limited liability company having its principal place of business at 701 Palomar Airport Road, Suite 170, Carlsbad, CA 92011-1045 (hereinafter sometimes "Licensor") and **SIERRA WIRELESS, INC.**, a Canadian corporation with its principal place of business at 13811 Wireless Way, Richmond, British Columbia V6V 3A4, Canada (hereinafter sometimes "Sierra Wireless").

RECITALS

Licensor has the exclusive right to license and otherwise commercialize a portfolio of patents known as the MMP Portfolio ("Licensed Patents"); and,

Licensee is engaged in the design, development, manufacture, marketing, and/or sale of various products which rely on microprocessor technology; and,

Licensor and Sierra Wireless and Sierra Wireless America, Inc. are parties to a lawsuit captioned *Technologies Properties Limited LLC ("TPL"), Phoenix Digital Solutions LLC, and Patriot Scientific Corporation ("PTSC") v. Sierra Wireless, Inc. and Sierra Wireless America, Inc.*, cv-12-03878 (NDCA) and an International Trade Commission Investigation On Certain Computers and Computer Peripheral Devices and Components Thereof and Products Containing the Same, 337-TA-853, (collectively, "the Litigations"); and

Licensor and Sierra Wireless wish to enter into an agreement authorizing Licensee to practice the inventions covered by the MMP Portfolio for certain applications and fields of use.

NOW THEREFORE, for and in consideration of the following covenants, the parties agree as follows:

1. DEFINITIONS

1.1. "Licensee" means **SIERRA WIRELESS, INC.** as well as any entity (i) over which **SIERRA WIRELESS, INC.** has Control, and (ii) which is either scheduled at Addendum A hereof titled "Schedule of Affiliates," or is a newly created entity resulting from reorganization(s) of assets of entities scheduled at Addendum A, and (iii) so long as such Control is continuously maintained.

"Control" means (i) ownership or control of greater than fifty percent (50%) of the equity securities representing the right to vote for the election of directors or other managing authority of such entity, or (ii) in the event the entity does not have outstanding securities, the ability of an entity to



Handwritten initials for Licensor and Licensee. The Licensor initials are a stylized 'V' or 'W' shape. The Licensee initials are 'JAY'.

direct the policies and management that guide the ongoing activities of another entity so as to increase its benefits and limit its losses from that other entity's activities; including specifically, the ability of a party hereto to direct the management of an entity to comply with the terms of this Agreement, where such entity claims to benefit from this Agreement by virtue of its relationship to such party.

- 1.2. "Licensed Patents" means the patents and applications scheduled at Addendum B entitled "Schedule of Licensed Patents," together with the subject matter of any other patent or application issued or pending which (i) is a continuation, divisional, continuation in part, reissue, or reexamination, non-US counterpart or the like of any of the scheduled patents or applications, and (ii) shares a priority date with any of the scheduled patents or applications and (iii) is licensable by Licensor.

"Patent Country" means a country in which a Licensed Patent is in force.

- 1.3. "Make" or "Made" means the assembly, manufacture, or creation of copies by Licensee or by Licensee's contractors under Licensee's authorization or permission, where Licensee furnishes the design, specifications, working drawings, and the like.
- 1.4. "Sell" or "Sold" means to sell, supply, offer for sale, import, rent, lease or otherwise dispose of in exchange for money or other form of compensation or consideration.
- 1.5. "Implementation" means an integrated circuit, printed circuit board, processing module, or other such subassembly containing a microprocessor.
- 1.6. "Licensed Product" means a single System or Subsystem or Module, bearing a Licensee Brand.
- 1.6.1. "System" means a complete, ready-to-use, final, End User Market product that contains an Implementation and has its own User Interface.
- 1.6.2. "Subsystem" means an Implementation Sold to an End User Market.
- 1.6.3. "Module" means a board-level Implementation Sold to an Intermediate Market for incorporation into an End User Market product.
- 1.6.4. "Licensee Brand" means a Brand (indicating primary origin and primary point of service, and not merely a source of manufacture or licensed technology) currently owned and controlled, or subsequently originated and owned or controlled, by Licensee. For the avoidance of doubt, a Licensed Product may bear a third party Brand in

addition to a Licensee Brand. "Brand" means a characteristic that serves to identify a particular product.

- 1.7. "User Interface" means the aggregate of means by which people (any end user) interact with a particular machine system, for the purpose of enabling the machine to stand alone rather than being inserted as a component into a system. The User Interface provides means of input, allowing the users to manipulate a system, and means of output, allowing the system to produce the effects of the users' manipulation.
- 1.8. "End User Market" means a market for the ultimate end use and consumption of a product, and is not an Intermediate Market.
- 1.9. "Intermediate Market" means a commercial market for the temporary use of a product, for the purpose of integrating such product into other products or systems prior to resale (for example, by a value added reseller or systems integrator).
- 1.10. All Licensed Products shall be deemed to be either a "Consumer Product," intended primarily for retail sale to individuals for personal, recreational, or non-business use; or, a "Commercial Product," intended primarily for business, institutional, military, or government use.
- 1.11. "Spare Part" means a piece of hardware used solely for the repair of a Licensed Product on which all royalties and fees under this Agreement have been paid.
- 1.12. "Licensed Trademark" means the marks and symbols scheduled at Addendum C.

2. GRANT OF LICENSE

- 2.1. Subject to the terms of this Agreement, Licensor hereby grants to Licensee a worldwide, non-exclusive license under the Licensed Patents in order to Make, use and Sell Licensed Products and Spare Parts.
- 2.2. Licensor hereby grants to Licensee a non-exclusive, worldwide license to use the Licensed Trademarks, to mark Implementations, Spare Parts and Licensed Products (and collateral associated therewith). Licensee shall not use any mark, name, or symbol resembling or suggesting an identity related to Licensor other than the Licensed Trademarks.

3. COMMERCIALIZATION

- 3.1. Commercialization and end-user support of all products sold or otherwise distributed hereunder are Licensee's



sole responsibility.

- 3.2. Products sold or otherwise distributed hereunder and bearing Licensed Trademarks will meet or exceed reasonable industry standards and expectations of quality and workmanship, and all such Licensed Trademark usage will be in accordance with established US practices for the protection of trademark and service mark rights. Whether Licensee elects to use or not to use Licensed Trademarks is entirely at Licensee's sole discretion and option, and is an election that shall not affect any of the patent license rights provided to Licensee in this Agreement.

4. PAYMENTS AND REPORTS

- 4.1. Rates. The following running royalty ("Licensed Product Royalty") is applicable to Licensed Products but not to Implementations and Spare Parts:

- 4.1.1. One and eight-tenths percent (1.8%) of the Net Sales of Consumer Products; and,

- 4.1.2. Seven and two-tenths percent (7.2%) of the Net Sales of Commercial Products.

"Net Sales" means an amount equal to gross sales of Licensed Products (less returns and allowances attributable to sales) manufactured, sold, used, or sold for resale or use within a Patent Country.

The rates and time periods provided for in this Agreement above represent weighted averages of relative values and expiration dates, and were selected by the parties to avoid the difficulty and expense of implementing a matrix of multiple rates, expiration dates, and products. Licensee shall have the right to arrange and implement at any time a matrix of rates, expiration dates, and products that individually and accurately reflect all factors that are relevant to the calculation of reasonable royalties.

- 4.2. Past Licensed Product Royalties.

- 4.2.1. Contemporaneously with the execution and delivery hereof, Licensee shall deliver to Licensor a complete Schedule of Licensed Products as Addendum D to this Agreement, detailing the annual quantities and sales (or other distribution) for each model number of Licensed Product in a Patent Country for the Licensee's last six fiscal years ending prior to the Effective Date of this Agreement.

- 4.2.2. No later than ____ 2012, Licensee shall pay to Licensor as a License Fee an amount equal to all unpaid Licensed Product Royalties of



_____ Million Dollars (\$_____), in satisfaction of the Licensed Product Royalties for the Licensed Product activity scheduled at Addendum D. Upon receipt of such License Fee, Licensor releases all Licensed Product activity scheduled at Addendum D under the Licensed Patents.

4.3. Future Licensed Product Royalties. Within forty-five days after the close of each of Licensee's fiscal quarters ending after the Effective Date of this Agreement, Licensee shall:

4.3.1. Update the attached Addendum D Schedule of Licensed Products by submitting to Licensor an accurate and complete MMP Portfolio Licensing Program Electronic Royalty Reporting Form to reflect, as indicated therein, all previously unreported sales or other distribution of Licensed Products in all Patent Countries; and with respect to such sales; and

4.3.2. Pay to Licensor the applicable Licensed Product Royalty.

4.4. Payment Instructions. The gross amount of all payments due Licensor hereunder shall be paid in US dollars on or before the due date in "same day" funds by wire transfer to the accounts designated from time to time by Licensor:



Licensee shall be responsible for compliance with all non-US rules and regulations applicable to this transaction, and Licensee shall pay as an additional royalty all taxes, charges, and duties thereon (except US State and Federal income taxes levied on Licensor) as well as any amounts required to be withheld or deposited with non-US governmental agencies. All payments are non-refundable. Excess payments (as applicable) may be applied to the next payment due. Interest is due on all late payments (greater than 90 days) and will be calculated at the lower of (a) 1.5% per month, or (b) the maximum legal rate, until paid.

Handwritten initials in blue ink for the Licensor, appearing as 'ML'.

Handwritten initials in blue ink for the Licensee, appearing as 'CM'.

5. BOOKS AND RECORDS

5.1. Licensee shall keep complete and detailed books and records of all transactions involving Licensed Products.

5.2. For a period of five years the parties will maintain all material received pursuant to the Agreement, as confidential and will not use or disclose it other than in conjunction with the enforcement of this Agreement.

However this covenant shall not extend to any form of the material which is either independently developed, acquired by Licensor from a source entitled to possess and disclose such, or which is or becomes available from a non-confidential source. The parties shall maintain the terms of this agreement as confidential until six years after all Licensed Patents expire, and shall make no disclosure thereof except by a party (a) to its banks, advisors, accountants, and any potential bona fide purchasers of any business or assets pertaining to the subject matter hereof and to the extent reasonably necessary and on a confidential basis which is no less restrictive than the terms and conditions contained herein to its; (b) to its suppliers, customers and contract manufacturers to the extent necessary to evidence the scope of this Agreement and on a confidential basis which is no less restrictive than the terms and conditions contained herein; and (c) pursuant to a valid discovery order or subpoena from a court of competent jurisdiction where a protective order establishing and maintaining the confidentiality hereof is in place; and (d) as otherwise required by law, including, but not limited to, the requirements under the securities laws of any country.

6. REPRESENTATIONS AND WARRANTIES

6.1. Licensor represents and warrants that:

- 6.1.1. Licensor has the exclusive right to grant this license, and the authority to enter into and perform under it; and
- 6.1.2. The Licensed Patents comprise all the MMP Portfolio patents as currently marketed by or on behalf of Licensor; and
- 6.1.3. Licensor is not aware of the infringement by Licensee of any patents licensable by Licensor, PTSC or TPL (or their affiliates) other than the Licensed Patents and the Fast Logic Portfolio. Licensee maintains it is in no way admitting infringement of either the Licensed Patents or the Fast Logic Portfolio.

6.2. Licensor makes no representation or warranty regarding the validity or enforceability of any of the Licensed Patents and shall for no purpose have any liability with respect to the refund or return of any royalties or fees paid hereunder or in conjunction herewith, nor shall Licensor have any obligation hereunder to proceed with the prosecution of any pending patent application.

6.3. Licensee represents and warrants that the information provided at Addendum D hereof complies with the requirements of Section 4.2.1., above. Furthermore, Licensee acknowledges that Licensor has relied upon Licensee's representation and warranty above in entering into this Agreement and settling any dispute associated with Licensee's furnishing of Licensed Products.

7. TERM AND TERMINATION

7.1. The term of this Agreement shall extend through the expiration date of the last Licensed Patent issued by the United States Patent Office.

7.2. Licensee shall have the option to extend this Agreement with respect to transactions involving Licensed Products outside the United States at a commercially reasonable royalty schedule for an additional term corresponding to the expiration dates of the non-US patents.

7.3. Failure to pay or perform any obligation hereunder within the time prescribed shall constitute an event of default. Failure to cure any default within thirty days after receipt of written notice describing the non-performance (ten days with respect to non-payment of funds) shall entitle the party giving such notice to terminate or suspend all or any portion of this

Agreement.

8. NOTICES

8.1. Notices required under this Agreement shall be in written English and shall be deemed to be duly given and received when delivered in person, or by facsimile transmission and confirmed by Federal Express or certified mail, postage prepaid, to the respective party at the following address:

TO LICENSOR	TO LICENSEE
c/o MMP Compliance Department Alliacense Limited LLC 20883 Stevens Creek Boulevard Suite 100 Cupertino, CA 95014	Sierra Wireless, Inc. 13811 Wireless Way Richmond, British Columbia V6V 3A4 Canada Attn: Legal Department
Tel: +1-408-446-4222 Fax: +1-408-446-5444	Fax: 1-604-231-1103

- 8.2. Either party may change its designated notice address by giving the other party written notice.
- 8.3. Licensee shall cause all Licensed Products, marketing brochures, data sheets, etc. delivered after the date of this Agreement to be marked with appropriate references to the Licensed Patents. In the alternative, Licensee may discharge its obligation to mark by compliance with the virtual marking provision of 35 U.S.C. § 287(a).

9. DISPUTE RESOLUTION

9.1. All rights and obligations under this Agreement shall be resolved as if all persons and all transactions related to this Agreement had their legal residence, situs, and employment in Santa Clara County, California. Within 15 days after written notice of the dispute, members of the senior management of the parties shall meet and exercise their best efforts to resolve any dispute under the Agreement. If unresolved, then in the event of a legal or administrative proceeding, the cost of translating into English all discoverable materials, and of providing contemporaneous translation of all live testimony shall be borne by the party submitting any such materials or testimony in any language other than English.

10. GENERAL

 Licensee 

- 10.1. Time is of the essence under this Agreement that represents the final understanding between the parties and supersedes all prior agreements between them regarding the Licensed Patents. The parties shall execute and deliver all such further instruments, and do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.
- 10.2. The failure of any provision of this Agreement by virtue of its being construed as invalid or otherwise unenforceable shall render the entire Agreement cancelable at the option of the party asserting the enforceability of the said provision.
- 10.3. No right is granted to transfer (other than as provided for below), sub-license, or grant any rights under this Agreement to any third party. This Agreement shall not be transferred by Licensee by assignment, merger or other means, whether expressly or by operation of law, without a "Transfer" of such rights in accordance with this Agreement.

A Transfer shall be effective only to the extent that it is made in conjunction with a disposition of all or a business unit/line of Licensee's business involving Licensed Products ("Transferred Business"), and Licensee: (i) gives Licensor 5 days prior written notice thereof; (ii) divests itself of all rights hereunder incident to the Transferred Business; and (iii) remains responsible for and assures the performance of all of Licensee's obligations hereunder by such transferee, but only until such time as transferee enters into its own Corresponding Agreement.

"Corresponding Agreement" means a license agreement under the Licensed Patents on fair, reasonable and non-discriminatory terms; provided however that a Corresponding Agreement shall not require additional payment from the Transferee for the rights granted hereunder and shall contain terms identical hereto with respect to the Transferred Business.

Any purported transfer shall be cancelable on 30 days written notice by Licensor in the event such transferee fails to enter into a Corresponding Agreement within 90 days of any such transfer.

Licensee's rights shall continue (i) if there is a transfer of the License Agreement or the Licensed Patents, and (ii) with respect to its businesses other than a Transferred Business.

- 10.4. All rights and privileges arising in connection herewith shall for all purposes be deemed to be subject to the terms and provisions hereof, and the



faithful performance thereof.

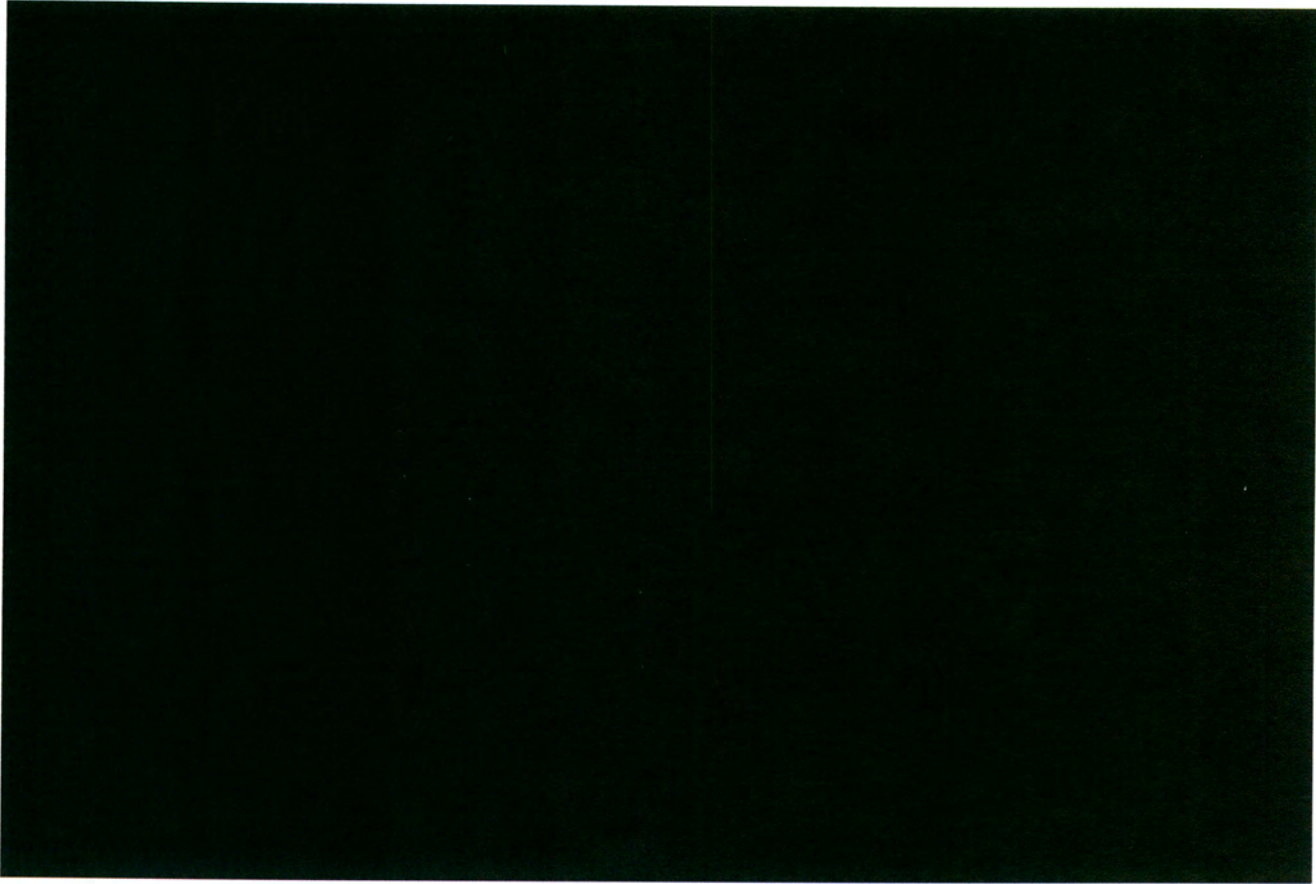
- 10.5. This Agreement together with its Addenda represent the entire agreement between the parties with respect to the subject matter thereof, and may be modified only by a written instrument signed by all parties and/or their successors and assigns.
- 10.6. Within five (5) court days following the receipt by Licensor of the Licensee Fee specified at Section 4 (or of the Purchase Price specified at Section 2 of the Lump Sum Addendum, if attached) hereof, (a) Licensor shall cause its counsel to execute and file the motion in the form set forth in Addendum F1 dismissing with prejudice all claims between the Parties in the Northern District of California Action; and (b) the Parties shall cause their respective counsel to execute and file a joint motion to terminate the ITC investigation (and accompanying memorandum of points and authorities in support thereof) in the forms set forth in Addendum F2.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the dates indicated below.

LICENSOR	LICENSEE
Phoenix Digital Solutions LLC	SIERRA WIRELESS, INC.
 Carlton M. Johnson, Manager	 Signatory
Date: 11/26 2012	Date: 26 Nov 2012

X X X X X X X X





Initials for Licensor ML Licensee DAJ

ADDENDUM B
SCHEDULE OF LICENSED PATENTS

Country	Patent #	Filing	App #	Issue	Title
US	5,440,749	03-Aug-89	07/389,334	08-Aug-95	High Performance, Low Cost Microprocessor with Combination Stack and Register Architecture
US	5,530,890	07-Jun-95	08/480,206	25-Jun-96	High Performance, Low Cost Microprocessor
US	5,530,890 C1	16-Jan-09	90/009,388	01-Mar-11	High Performance, Low Cost Microprocessor
US	5,659,703	07-Jun-95	08/482,185	19-Aug-97	Microprocessor System With Hierarchical Stack And Method Of Operation
US	5,809,336	07-Jun-95	08/484,918	15-Sep-98	High Performance Microprocessor Having Variable Speed System Clock
US	6,598,148 C1	21-Sep-06	90/008,227	06-Sep-11	High Performance Microprocessor Having Variable Speed System Clock
US	6,598,148 C1	29-May-09	90/010,562	06-Sep-11	High Performance Microprocessor Having Variable Speed System Clock
US	5,809,336 C1	19-Oct-06	90/008,306	15-Dec-09	High Performance Microprocessor Having Variable Speed System Clock
US	5,809,336 C1	17-Nov-06	90/008,237	15-Dec-09	High Performance Microprocessor Having Variable Speed System Clock
US	5,809,336 C1	30-Jan-07	90/008,474	15-Dec-09	High Performance Microprocessor Having Variable Speed System Clock
US	5,809,336 C2	24-Aug-09	90/009,457	23-Nov-10	High Performance Microprocessor Having Variable Speed System Clock
US	5,784,584	07-Jun-95	08/484,935	21-Jul-98	High Performance Microprocessor Using Instructions That Operate Within Instruction Groups
US	5,784,584 C1	15-Nov-06	90/008,225	21-Jul-09	High Performance Microprocessor Using Instructions That Operate Within Instruction Groups
US		19-Oct-06	90/008,299	21-Jul-09	High Performance Microprocessor Using Instructions That Operate Within Instruction Groups
US	5,604,915	07-Jun-95	08/485,031	18-Feb-97	Data Processing System Having Load Dependent Bus Timing
US	5,440,749 C1	31-Mar-08	90/009,034	07-Jun-11	High Performance, Low Cost Microprocessor Architecture
US	5,440,749 C1	16-Jan-09	90/009,389	07-Jun-11	High Performance, Low Cost Microprocessor Architecture
US	5,440,749 C1	30-Apr-09	90/010,520	07-Jun-11	High Performance, Low Cost Microprocessor Architecture
IR	0870226	04-Oct-96	96934069.4	21-May-03	RISC Microprocessor Architecture
JP	JP 3739797	04-Oct-96	1996-515848	11-Nov-05	RISC Microprocessor Architecture
JP	3955305	22-Aug-05	2005-240441	11-May-07	RISC Microprocessor Architecture
JP	4859816	10-Oct-06	2006-276881	11-Nov-11	RISC Microprocessor Architecture
UK	0870226	04-Oct-96	96934069.4	21-May-03	RISC Microprocessor Architecture
JP		12-Nov-08	2008-290229		RISC Microprocessor Architecture
JP		15-Jun-09	2009-141967		RISC Microprocessor Architecture
US		31-Oct-07	11/981,278		Using Breakpoints for Debugging In a RISC Microprocessor Architecture
US	6,598,148	29-Jul-98	09/124,623	22-Jul-03	High Performance Microprocessor Having Variable Speed System Clock
DE	DE 69033568.7	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
EPO	EP 0786730	14-Mar-97	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
FR	0786730	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
IT	0786730	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
JP	JP 2966085	02-Aug-90	02-511130	25-Oct-99	High Performance, Low Cost Microprocessor
NL	0786730	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
UK	0786730	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
US		06-Oct-95	60/005,408		RISC Microprocessor Architecture

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ADDENDUM C
SCHEDULE OF LICENSED TRADEMARKS



ADDENDUM D
SCHEDULE OF LICENSED PRODUCTS

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ADDENDUM F
LUMP SUM ADDENDUM

This Addendum is entered into by and between PHOENIX DIGITAL SOLUTIONS LLC ("Licensor") and **SIERRA WIRELESS, INC.** ("Licensee") to supplement that certain License Agreement contemporaneously entered into and shall be deemed to be a part thereof. Defined terms not defined herein shall have the meaning ascribed to them in the License Agreement.

1. 

2. Upon payment by Licensee and receipt by Licensor of the Purchase Price as provided for herein:
- 2.1. The Effective Date shall be established, and shall be the date of such receipt.
 - 2.2. All Licensed Products Made, used, Sold, leased or otherwise disposed of by Licensee, in the past, present, or future shall be deemed: (i) to have been made a part of the Schedule of Licensed Products (including but not limited to those listed at Addendum D hereof); and (ii) to have had all Licensed Product Royalty payment obligations (under Section 4 of the License Agreement) paid thereon, and completely and fully satisfied such that the license granted under section 2.1 is a fully paid-up, irrevocable, perpetual license with respect to such Licensed Products.
 - 2.3. Licensor hereby releases all past Licensed Product activity under the Licensed Patents. Notwithstanding the fact that this Section 2.3 nor this Agreement nor any Addendum hereto, does not contain nor shall be deemed to contain, for any purpose whatsoever, a general release, Licensor hereby waives all rights it may have arising under Section 1542 of the California Civil Code which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OF OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
 - 2.4. Licensor and its successors and assigns hereby irrevocably covenant never to sue or commence, prosecute, or participate in, or to assist or aid any person or entity to commence or prosecute, any

action, claim or proceeding against any party based on the alleged infringement (whether direct or indirect) of the Licensed Patents by Licensed Products. This covenant is intended to run with the Licensed Patents. Therefore, if Licensor assigns any Licensed Patent, the assignee must agree to comply with and honor this covenant.

- 2.5. Sections 4.1, 4.2, 4.3 and 5.1 of the License Agreement shall be deleted in their entirety.
- 2.6. Sections 7.1 and 7.2 of the License Agreement shall be deleted in their entirety and the following shall be substituted in lieu thereof: "7.1. The term of this Agreement shall extend through the latest expiration date of any Licensed Patent issued any place in the world."

- 2.7. The following shall be added to Section 10.3 of the License Agreement:

"The rights, licenses, and immunities of any such transferee (or of any successor in interest to the ownership or control of such transferee) shall be limited to the Licensee's level of business and Licensed Products as of the effective date of the transfer plus reasonable growth in the level of business thereafter and including modifications, derivatives, updates and enhancements to products of Licensed Products thereafter, and shall for no purpose be deemed to extend to any further or other activities of such transferee or affiliate."

- 2.8. Section 1.1., subsection (ii) of the License Agreement shall be deleted and the following shall be substituted in lieu thereof:

"(ii) which is either scheduled at Addendum A hereof titled "Schedule of Affiliates," or is an After-Acquired Entity, or is a newly created entity resulting from reorganization(s) of assets of entities scheduled at Addendum A and/or After-Acquired entities; and"

"After-Acquired Entity" means, an entity acquired by Licensee after the Effective Date (a) that would otherwise have qualified as a "Licensee" entity on the Effective Date of this Agreement if it had been scheduled at Addendum A hereof, and (b) either (i) the annual sales of which is less than or equal to [REDACTED] at the time of its acquisition by Licensee, or (ii) for which a "Supplement" has been paid by **SIERRA WIRELESS, INC.** and received by Licensor.

"Supplement" means an additional, lump sum payment,



calculated according to fair, reasonable, and non-discriminatory terms.

Within sixty days following the acquisition by Licensee of any entity for which the payment of a Supplement would be required, the parties shall pursue for such entity a license under the Licensed Patents via the conduct of a good faith negotiation.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the date of the last signature below.

LICENSOR Phoenix Digital Solutions LLC	LICENSEE SIERRA WIRELESS, INC.
 Carlton M. Johnson, Manager	 Signatory
Date: 11/26/2012	Date: 26 Nov 2012

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ADDENDUM G
MOTION TO DISMISS AND MOTION TO TERMINATE

F1 - MOTION TO DISMISS
DISMISSAL WITH PREJUDICE

Please take notice that, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Plaintiffs Technology Properties Limited LLC, Phoenix Digital Solutions LLC and Patriot Scientific Corporation voluntarily dismisses Defendant **SIERRA WIRELESS, INC. AND SIERRA WIRELESS AMERICA, INC.** ("SIERRA") with prejudice, the Defendant having served neither an answer nor a motion for summary judgment.

ORDER

Having considered Plaintiff Technology Properties Limited LLC, Phoenix Digital Solutions LLC, and Patriot Scientific Corporation's ("Plaintiff") Notice of Voluntary Dismissal the Court finds that good cause exists for granting the notice. The Notice of Voluntary Dismissal is GRANTED. All claims asserted by Plaintiff against Defendant **SIERRA** are hereby dismissed with prejudice. Each party will bear its own costs and attorneys' fees.

F2 - MOTION TO TERMINATE
JOINT MOTION TO TERMINATE THE INVESTIGATION WITH RESPECT TO RESPONDENT SIERRA WIRELESS, INC., AND SIERRA WIRELESS AMERICA, INC.

Pursuant to Commission Rule 19 C.F.R. § 210.21(b), Complainant Technology Properties Limited LLC, Phoenix Digital Solutions LLC and Patriot Scientific Corporation ("Complainant") and Respondent **SIERRA WIRELESS, INC., AND SIERRA WIRELESS AMERICA, INC.** ("SIERRA") hereby move to terminate this investigation with respect to **SIERRA**, on the basis of the attached confidential MMP Portfolio License Agreement.

For the reasons set forth in the Memorandum of Points and Authorities submitted herewith, the moving parties respectfully request that the motion be granted and that the investigation be terminated as to **SIERRA** only.

Pursuant to Ground Rule 2.2, counsel for Complainant has notified all other parties regarding the substance of this motion prior to its filing.

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF JOINT
MOTION TO TERMINATE THE INVESTIGATION WITH RESPECT TO
RESPONDENT SIERRA WIRELESS, INC., AND SIERRA WIRELESS AMERICA,
INC.

Pursuant to Commission Rule 19 C.F.R. § 210.21 (b), Complainant Technology Properties Limited LLC ("TPL") and Respondent **SIERRA WIRELESS, INC., AND SIERRA WIRELESS AMERICA, INC.** ("**SIERRA**") have moved to terminate this investigation with respect to **SIERRA**, on the basis of the attached confidential MMP Portfolio License Agreement. The parties request that this Joint Motion be granted. Additionally, the parties request that the procedural schedule be suspended with respect to Sierra pending a ruling on the motion to terminate, so that the parties and the Administrative Law Judge need not address the pending and upcoming items with respect to Sierra.

Commission Rule 210.21(a) provides, in relevant part:
Any party may move at any time prior to the issuance of an initial determination on violation of section 337 of the Tariff Act of 1930 for an order to terminate an investigation in whole or in part as to any or all of the respondents.

The attached confidential MMP Portfolio License Agreement has been executed by the parties. There are no other agreements, written or oral, express or implied between the parties concerning the subject matter of this investigation.

Settlement agreements are generally within the public interest. See, e.g., Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same, Inv. No. 337-TA-431, Order No. 11 at 2 (July 12, 2000). Termination based on a settlement agreement is routinely granted. See, e.g., Certain Safety Eyewear and Components Thereof, Inv. No. 337-TA-433, Order No. 37 at 2 (Nov. 3, 2000). The parties respectfully submit that the attached confidential MMP Portfolio Agreement will not have any adverse effect on the public health and welfare or competitive conditions in the United States.

For the reasons set forth above, the parties respectfully request that the joint motion to terminate with respect to **SIERRA** be granted pursuant to 19 C.F.R. 210.21(b).

X X X X X X X



Phoenix Digital Solutions, LLC
1120 Sanctuary Parkway
Suite 325
Alpharetta, GA 30009
voice 678-893-8757
fax 678-893-8758

26 November 2012

David G. McLennan
Chief Financial Officer, Secretary
Sierra Wireless, Inc.
13811 Wireless Way
Richmond, BC V6V 3A4
Canada
Email: dmclennan@sierrawireless.com

RE: Sierra Wireless - PDS / MMP Portfolio License Agreement

Mr. McLennan:

This will confirm our conversations regarding section 8.3 of the MMP Portfolio License Agreement. PDS does not interpret and will not enforce this provision to require marking where to comply would be impracticable or commercially unreasonable. Moreover, PDS would not regard a breach of this provision as a material breach of the MMP Portfolio License Agreement ("Agreement"). This assurance supersedes any provision that may appear to the contrary in the Agreement.

As we understand Sierra Wireless' objection to this provision, in order to comply with the marking provisions of section 8.3, Sierra Wireless would need to revise the products and/or packages for tens of thousands of different products.

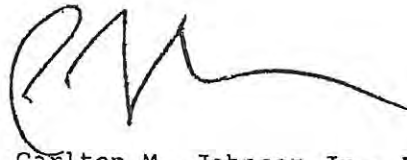
The cost of revising the products and packaging for such a large number of products would be comparable to the cost of the license itself. PDS agrees that this would be impracticable and/or commercially unreasonable.

PDS does request that Sierra Wireless use commercially reasonable efforts to mark its products with the MMP patent portfolio patent numbers to the same extent that it marks its products with Sierra Wireless patent numbers. Presumably, Sierra Wireless has such a policy and would

Mr. McLennan
26 November 2012
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agree to treat MMP patent portfolio patent marking in such a
fashion.

Sincerely,



Carlton M. Johnson Jr., Esq.

Accepted:



Sierra Wireless, Inc.

26 Nov 2012

Date



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