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18 Counsel for Plaintiff, Wells Fargo Bank, N.A.

19 UNITED STATES DISTRICT COURT  
 20  
 21 NORTHERN DISTRICT OF CALIFORNIA

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|--|---|
| <p>18 Unisys Corporation,<br/>         19<br/>         20 Plaintiff,<br/>         21 v.<br/>         22 Hynix Semiconductor, et al.,<br/>         23 Defendants.</p> | <p>Case No.: C06-02915-PJH<br/><br/> <b>STIPULATION OF DISMISSAL<br/>         AND [<del>PROPOSED</del>] ORDER AS TO<br/>         INFINEON TECHNOLOGIES AG<br/>         AND INFINEON TECHNOLOGIES<br/>         NORTH AMERICA CORP.</b></p> |
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 28 Stipulation of Dismissal as to Infineon Defendants  
 C06-02915-PJH

1 **STIPULATION**

2 The Parties hereto hereby stipulate to a dismissal of this action as to defendants Infineon  
3 Technologies AG and Infineon Technologies North America Corp., with prejudice, pursuant to Rule  
4 41(a)(2) of the Federal Rules of Civil Procedure. This stipulation is pursuant to a settlement  
5 agreement negotiated by the Parties, and the Parties agree that the Court should reserve jurisdiction to  
6 enforce the terms of that settlement agreement. Each Party shall bear its own costs and attorney's  
7 fees. This dismissal shall not apply to or affect any other defendant in this action. The dismissal is  
8 without prejudice to Plaintiffs' right to enforce the terms of the Settlement Agreement.  
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10 **IT IS SO STIPULATED AND AGREED.**

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13 Dated: December 2, 2009

LINDQUIST & VENNUM P.L.L.P.

14  
15 By: /s/ James P. McCarthy  
James P. McCarthy

16 Attorneys for Plaintiff

17 UNISYS CORPORATION

18  
19 Dated: December 2, 2009

KAYE SCHOLER LLP

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21 By: /s/ Julian Brew  
Julian Brew

22 Attorneys for Defendants

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24 INFINEON TECHNOLOGIES AG  
25 AND INFINEON TECHNOLOGIES  
26 NORTH AMERICA CORP.  
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**ATTESTATION OF FILING**

Pursuant to General Order 45.X.B, I hereby attest that I have obtained concurrence in the filing of this document from the parties listed above.

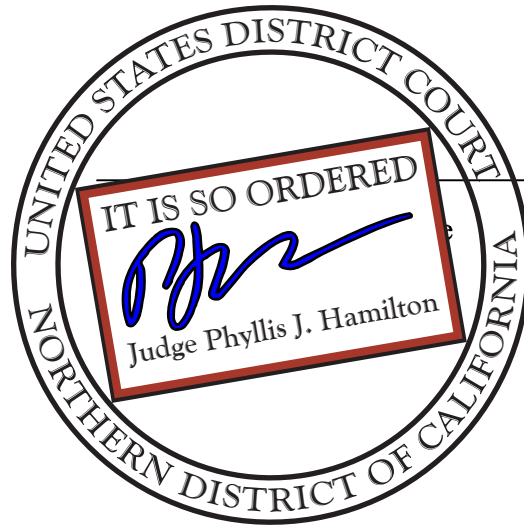
/s/ James P. McCarthy

James P. McCarthy

**[PROPOSED] ORDER**

PURSUANT TO THE STIPULATION OF THE PARTIES, IT IS SO ORDERED.

Dated: 12/8/09



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