

EXHIBIT D

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EXECUTION COPY

**FULLY PAID-UP
PATENT LICENSE AGREEMENT**

This Patent License Agreement ("Agreement"), dated and effective as of the 9th day of December, 2003, is made and entered into in duplicate originals by and between FORGENT NETWORKS, INC. ("Forgent") and its wholly-owned subsidiary, COMPRESSION LABS, INC. ("CLI"), each a corporation having its principal office and place of business at 108 Wild Basin Rd., Austin, TX 78746 (hereinafter jointly referred to as "Grantor") and MOTOROLA, INC., with principal offices located at 1303 E. Algonquin Road, Schaumburg, Illinois 60196 (hereinafter referred to as "Grantee"), acting on behalf of itself and in the interest of its Subsidiaries. Grantee and its aforesaid Subsidiaries are hereinafter singularly and jointly referred to as "Licensee."

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Article 4 - Release of MPEG-4 rights; Control of Litigation by Grantor, Etc.

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4.2 Licensee and its subsidiaries, including GI, hereby conveys, grants, assigns and otherwise

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releases to Grantor the sole, exclusive and unrestricted right and power to enforce, by licensing, litigation or otherwise, the Jointly Owned Patents in the JPEG Standard field of use from time to time, and to defend any action or actions, involving such field of use, without any accounting to or other rights of Licensee, GI or their respective subsidiaries and agree to execute such other documents as may be reasonably required from time to time by Grantor to make, in Grantor's sole judgment, the foregoing efficient and effective. Further, Licensee, on behalf of itself and on behalf of its subsidiaries, including GI, hereby agrees that Grantor shall have the full sole, exclusive and unrestricted right and power to license third parties and to initiate, control and pursue to judgment or settlement one or more actions under the Jointly Owned Patents, at Grantor's sole cost and expense, based upon the infringement thereof with respect to all fields of use, except the Broadcast Business and the MPEG-4 field of use, and the recovery or recoveries from such actions, whether by settlement or judgment, shall inure solely to the benefit of Grantor; and Licensee, GI and its subsidiaries shall have no interest in any such settlements or recoveries.

- 4.3 Except as hereinabove provided in this Article 4, the License and Co-Ownership Agreement, dated as of June 24, 1996, between Grantor and GI, as successor in interest to Charger Industries, Inc., as amended by that Amendment to License and Co-Ownership Agreement, dated as of July 1, 1997, between Grantor and GI, as successor in interest to Magnitude Compression Systems, Inc. and that Agreement Relating to License and Co-Ownership Agreement, dated effective as of January 25, 2002, between Grantor and GI shall continue in full force and effect, except as provided for herein.

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General Instrument Corporation,
for purposes of confirming its agreements
in Article 4 hereof

By: *Jeffrey S Roman*
Name: Jeffrey S Roman
Title: Executive VP

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