

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

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IMATION CORP., :
 :
 Plaintiff, :
 :
 v. :
 :
 KONINKLIJKE PHILIPS ELECTRONICS :
 N.V., U.S. PHILIPS CORPORATION, :
 and PHILIPS ELECTRONICS NORTH :
 AMERICA CORPORATION, :
 :
 Defendants. :

Civil No. 07-3668 (DWF/AJB)

CONSENT JUDGMENT

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KONINKLIJKE PHILIPS ELECTRONICS :
 N.V., U.S. PHILIPS CORPORATION and :
 PHILIPS ELECTRONICS NORTH :
 AMERICA CORPORATION, :
 :
 Counterclaim and Third-Party :
 Plaintiffs, :
 :
 v. :
 :
 IMATION CORP., :
 :
 Counterclaim Defendant, :
 :
 -and- :
 :
 MOSER BAER INDIA LIMITED, GLOBAL :
 DATA MEDIA FZ-LLC, MBI :
 INTERNATIONAL FZ-LLC, MBI :
 INTERNATIONAL SERVICES PRIVATE :
 LIMITED, MBI I INDIA MARKETING :
 PRIVATE LIMITED, GLYPHICS MEDIA :
 INC., and MEMOREX PRODUCTS, INC., :
 :
 Third-Party Defendants. :
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WHEREAS, Imation Corporation filed a Complaint for Declaratory Judgment against Koninklijke Philips Electronics N.V., U.S. Philips Corporation, and Philips Electronics North America Corporation (collectively, “Philips”); Philips filed Counterclaims and Third-Party Complaint against Imation, Memorex Products, Inc., Moser Baer India Limited (“Moser Baer”), as well as the “GDM Entities” (Global Data Media FZ-LLC, MBI International FZ-LLC, MBI International Services Private Limited, MBI I India Marketing Private Limited and Glyphics Media Inc.); and Moser Baer filed Counterclaims against Philips; and

WHEREAS, Philips, Imation, Memorex, the GDM Entities, and Moser Baer, *i.e.*, the Parties, entered into a confidential Settlement Agreement effective July 1, 2009;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. With respect to this action, the Court has jurisdiction over the subject matter and the Parties.
2. All claims, counterclaims, and third-party claims asserted in this litigation are hereby **DISMISSED WITH PREJUDICE**, subject to the terms of the confidential Settlement Agreement.
3. Philips has represented that it owns the entire right, title, and interest in and to U.S. Patent Nos. 4,962,493, 4,972,401, 4,999,825, 5,023,856, 5,418,764, 4,807,209, 6,538,982, and 6,952,388.
4. The Parties have expressly reserved and agreed to the reservation of certain rights, respectively, specifically in Section 7 of the Settlement Agreement. In the event of future disputes between or among the Parties or their privies, the Parties agree, and it is

hereby ordered, that this Stipulation and Consent Judgment shall not be asserted or construed to bar by *res judicata* or any other operation of law any of Imation, Memorex, the GDM Entities, or Moser Baer's defenses, affirmative defenses, claims, or counterclaims, including but not limited to non-infringement, invalidity, unenforceability, inventorship, and misuse, that were raised or could have been raised in this litigation.

5. Philips shall bear its own costs and the costs of its own attorney fees and Philips shall not be responsible for the costs or attorney fees of Imation, Memorex, the GDM Entities, or Moser Baer.

6. The United States District Court for the District of Minnesota shall retain jurisdiction to enforce the confidential Settlement Agreement between the Parties.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: February 12, 2010

s/Donovan W. Frank
DONOVAN W. FRANK
United States District Judge