

PUBLIC VERSION

Re: 657-077C

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, DC 20436

Before the Honorable Theodore Essex

IN THE MATTER OF

CERTAIN AUTOMOTIVE MULTIMEDIA
DISPLAY AND NAVIGATION SYSTEMS,
COMPONENTS THEREOF, AND PRODUCTS
CONTAINING SAME

Investigation No. 337-TA-657

**JOINT MOTION TO TERMINATE INVESTIGATION AS TO
RESPONDENTS PIONEER CORPORATION AND PIONEER
ELECTRONICS (USA) INC. BASED UPON SETTLEMENT AGREEMENT**

Pursuant to Commission Rules of Practice and Procedure 210.21(b) (19 C.F.R. § 210.21(b)), Complainant Honeywell International Inc. ("Honeywell" or "Complainant") and Respondents Pioneer Corporation and Pioneer Electronics (USA) Inc. (collectively, "Pioneer"), hereby jointly move to terminate this Investigation based upon the confidential License, Settlement and Release Agreement ("Settlement Agreement") submitted with the confidential motion. There are no other agreements, written or oral, express or implied, between Honeywell and Pioneer concerning the subject matter of this Investigation.

The Settlement Agreement includes Confidential Business Information within the meaning of 19 C.F.R. § 201.6. The parties, therefore, request that the Settlement Agreement be treated as Confidential Business Information under the protective order (Order No.1) in this Investigation. A public version of the Settlement Agreement is also being filed with a public version of the present motion pursuant to the requirements of Commission Rule 210.21(b), 19 C.F.R. § 210.21(b).

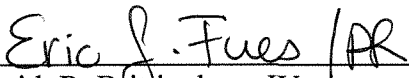
Complainant contacted the Commission Investigative Staff regarding this motion. The Staff will provide a response on the merits.

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Termination of this Investigation as to Pioneer is in the interest of the public and administrative economy. Accordingly, Honeywell and Pioneer respectfully request that the Administrative Law Judge issue an initial determination terminating this Investigation as to Pioneer on the basis of the confidential Settlement Agreement.

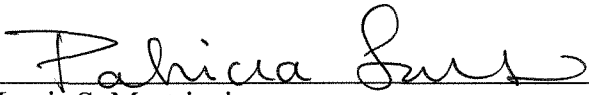
Dated: December 22, 2009

Respectfully submitted,



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IN THE MATTER OF

CERTAIN AUTOMOTIVE MULTIMEDIA
DISPLAY AND NAVIGATION SYSTEMS,
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CONTAINING SAME

Investigation No. 337-TA-657

**MEMORANDUM IN SUPPORT OF JOINT MOTION TO TERMINATE
INVESTIGATION AS TO RESPONDENTS PIONEER CORPORATION AND
PIONEER ELECTRONICS (USA) INC. BASED UPON SETTLEMENT AGREEMENT**

Complainant Honeywell International Inc. ("Honeywell" or "Complainant") and Respondents Pioneer Corporation and Pioneer Electronics (USA) Inc. (collectively, "Pioneer"), hereby submit this memorandum in support of their joint motion for partial termination of the above-captioned investigation based on the confidential License, Settlement and Release Agreement ("Settlement Agreement") submitted herewith.

The Settlement Agreement has been duly executed by authorized representatives of Honeywell and Pioneer and is now fully effective. Pursuant to Rule 210.21(b), 19 C.F.R. § 210.21(b), a true and accurate copy of the Settlement Agreement is attached hereto as Exhibit A. Exhibit A is a public version of the Settlement Agreement. In support of this motion, the parties state that there are no other agreements, written or oral, express or implied, between Honeywell and Pioneer concerning the subject matter of this investigation.

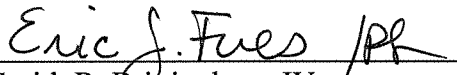
In view of the Settlement Agreement covering the patent-in-suit, there no longer exists a basis upon which to continue this investigation with respect to Pioneer. Furthermore, the termination of this investigation on the basis of the attached agreements poses no threat to the public interest. In these circumstances, Commission Rule 210.21 authorizes the ALJ to

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terminate an investigation. It is in the interest of the public and administrative economy to grant this motion. Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and 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); *Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 at 2 (July 13, 2000); *Certain Integrated Circuit Chipsets and Products Containing Same*, Inv. No. 337-TA-428, Order No. 16 at 5 (Aug. 22, 2000); *Certain Telephonic Digital Added Mainline Systems Components Thereof and Products Containing Same*, No. 337-TA-400, 1998 ITC LEXIS 31 (Feb. 12, 1998); *Certain Screen Printing Machines, Vision Alignment Devices Used Therein, and Component Parts Thereof*, Inv. No. 337-TA-394, 1997 ITC LEXIS 280 (Oct. 6, 1997). Accordingly, the parties urge that the joint motion to terminate this investigation as to Respondent Pioneer based upon a settlement agreement be granted.

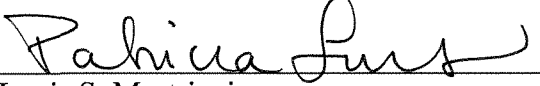
Dated: December 23, 2009

Respectfully submitted,



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Attorneys for Honeywell International Inc.

GPS710409

EXHIBIT A

LICENSE, SETTLEMENT AND RELEASE AGREEMENT

THIS LICENSE, SETTLEMENT AND RELEASE ("Agreement") is made by and among Pioneer Corporation, a corporation under the laws of Japan having its principal place of business at 1-1, Shin-Ogura, Saiwai-ku, Kawasaki-shi, Kanagawa 212-0031, Japan, Pioneer Electronics (USA) Inc., a corporation under the laws of the United States of America ("U.S.A.") having a place of business at 2265 East 220th Street, Long Beach, California 90810 (Pioneer Corporation and Pioneer Electronics (USA) Inc. and their Subsidiaries (as defined in Section 1.4, below) being collectively referred to as "Pioneer") and Honeywell International Inc., a corporation under the laws of the U.S.A. having its principal place of business at 101 Columbia Road, Morristown, NJ 07962, U.S.A. ("HII") acting through its Aerospace business having offices at 1944 East Sky Harbor Circle, Phoenix, Arizona 85034, U.S.A. and its licensing division, Honeywell Intellectual Property International ("HIPT"), having its principal place of business at 1140 West Warner Road, Tempe, Arizona 85284, U.S.A. (HII and its Subsidiaries being collectively referred to as "Honeywell"). Pioneer and Honeywell are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Honeywell and Pioneer are Parties to an investigation pending in the United States International Trade Commission ("ITC") No. 337-TA-657 relating to U.S. Patent Nos. 5,923,286; 6,289,277; 6,308,132; and 6,664,945 (the "First Investigation");

WHEREAS, Honeywell has made certain claims in the First Investigation asserting that Pioneer has infringed Honeywell's United States Patent Nos. 5,923,286; 6,289,277; 6,308,132; and 6,664,945 (collectively "the Honeywell GPS Patents");

WHEREAS, Pioneer has denied infringement of the Honeywell GPS Patents and asserted that the Honeywell GPS Patents are invalid and/or unenforceable;

WHEREAS, Pioneer and Honeywell are Parties to a complaint and request for investigation pending in the ITC Docket No. 2695 relating to U.S. Patent Nos. 5,365,448; 6,122,592 and 5,424,951 and the ITC is currently undertaking a review of such complaint (the

“Second Investigation”);

WHEREAS, Pioneer has made certain claims in the Second Investigation asserting that Honeywell has infringed Pioneer’s United States Patent Nos. 6,122,592 and 5,424,951 (collectively “the Pioneer GPS Patents”);

WHEREAS, if the ITC decides to initiate the Second Investigation, Honeywell plans to deny infringement of the Pioneer GPS Patents and further plans to assert that the Pioneer GPS Patents are invalid and/or unenforceable.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations herein undertaken, the sufficiency of which is hereby acknowledged, Pioneer and Honeywell agree as follows:

1. **Definitions**

As used herein, the terms below have the following meanings. Any such terms, unless the context otherwise requires, may be used in the singular or the plural or the present or past tense, depending upon the reference.

1.1 **Honeywell Patents** mean the U.S. Patents listed in Appendix A and all current and future patents (including divisionals, continuations, continuations-in-part, reissues, and re-examined patents) that claim priority directly or indirectly from any application in the chain of applications from which the U.S. Patents listed in Appendix A issued, and all foreign counterparts to any such patents and applications.

[REDACTED]

[REDACTED]

1.5 Pioneer Patents mean the U.S. Patents listed in Appendix B and all current and future patents (including divisionals, continuations, continuations-in-part, reissues, and re-examined patents) that claim priority directly or indirectly from any application in the chain of applications from which the U.S. Patents listed in Appendix B issued, and all foreign counterparts to any such patents and applications.

[REDACTED] or [REDACTED]

2. Licenses & Covenants

2.1 License Grant to Pioneer under Honeywell Patents. Subject to Pioneer's compliance with the terms and conditions of this Agreement, from the Effective Date until the last to expire of the Honeywell Patents, Honeywell grants to Pioneer a non-exclusive, non-transferable (except as provided in Section 6.3 and Section 11.3(i), below) fully paid-up license under the Honeywell Patents, with [REDACTED], to make and Have Made Licensed Products, and to use, sell, offer for sale, import and export Licensed Products

[REDACTED]

2.4 License Grant to Honeywell under Pioneer Patents. Subject to Honeywell's compliance with the terms and conditions of this Agreement, from the Effective Date until the last to expire of the Pioneer Patents, Pioneer grants to Honeywell a non-exclusive, non-transferable (except as provided in Section 6.4 and Section 11.3(i), below) fully paid-up license under the Pioneer Patents, with no [REDACTED] to make and Have Made Licensed Products, and to use, sell, offer for sale, import and export Licensed Products made or Hade Made by Honeywell, or sold under the "Honeywell" brand name or a brand belonging to Honeywell, provided that such Licensed Products sold under the "Honeywell" brand name or a brand belonging to Honeywell do not include the mere resale of a third party's products without any industrial intervention by Honeywell to result in the avoidance of royalty payments to Pioneer by a third party.

2.5 [REDACTED]

[REDACTED]

[REDACTED]

2.8 **Scope of License.** No license, either express or implied, is granted by either Party to the other hereunder with respect to any patent, trade secret, information or intellectual property rights except as expressly stated in this Section 2.

3. Releases

[REDACTED]

[REDACTED]

4. Compensation

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.5 Failure of ITC to Approve Settlement. Notwithstanding anything else stated in this Section 4 or anywhere else in this Agreement, in the event that the ITC Commissioners in the First Investigation or the Administrative Law Judge ("ALJ") in the Second Investigation does not grant the Joint Motions for Termination of Investigations (as defined in

Section 9.1, below) or the International Trade Commission ("ITC") Commissioners do not confirm the ALJ's granting of the Joint Motions for Termination of Investigations, despite the best efforts of the Parties to have the motions granted and confirmed, this Agreement shall become null and void ab initio and of no further effect with the sole exception that Pioneer shall return to Honeywell the monies paid by Honeywell under Section 4.1 above by wire transfer within thirty (30) days, with no deductions, at Pioneer's expense to Honeywell's account using instructions provided by Honeywell to Pioneer.

[REDACTED]

5. Transfer of Rights

5.1 **Transfer of Rights.** The licenses, releases and covenants-not-to-sue provided for in this Agreement shall bind any assignee or other person or legal entity to whom an ownership interest in the Honeywell Patents and Pioneer Patents, or any of them, may be conveyed or otherwise received expressly, by operation of law, or otherwise. The licenses, releases and covenants-not-to-sue provided for in this Agreement shall run with title to each of the Honeywell Patents and Pioneer Patents.

6. Term and Termination

[REDACTED]

[REDACTED]

[REDACTED]

6.3 Change of Control of Pioneer. Notwithstanding anything contained herein to the contrary, in the event of (i) a "Change of Control" of Pioneer or (ii) any acquisition by Pioneer of a third party's business to which this Agreement pertains, the rights granted hereunder shall not extend beyond the business unit in Pioneer exercising such rights prior to such Change in Control or such acquisition, and such rights shall be limited to the extent of such exercise prior to such Change in Control or making such acquisition. For purposes of this Section 6.3, "Change of Control" means (i) the acquisition of Pioneer by another entity by means of any transaction or series of related transactions including, without limitation, any reorganization, merger or consolidation or a sale of all or substantially all of the assets of Pioneer unless, in the case of any such transaction or sale, the stockholders of record of Pioneer as constituted immediately prior to such transaction or sale will, immediately after such transaction or sale (by virtue of securities issued as consideration for such company's securities or otherwise) hold at least 50% of the voting power of the surviving or acquiring entity in the same proportions among such stockholders as held by them immediately prior to such transaction or

(ii) a transaction or series of transactions in which a person or group of persons acquires beneficial ownership of more than 50% of the voting power of Pioneer.

6.4 Change of Control of Honeywell. Notwithstanding anything contained herein to the contrary, in the event of (i) a "Change of Control" of Honeywell or (ii) any acquisition by Honeywell of a third party's business to which this Agreement pertains, the rights granted hereunder shall not extend beyond the business unit in Honeywell exercising such rights prior to such Change in Control or such acquisition, and such rights shall be limited to the extent of such exercise prior to such Change in Control or making such acquisition. For purposes of this Section 6.4, "Change of Control" means (i) the acquisition of Honeywell by another entity by means of any transaction or series of related transactions including, without limitation, any reorganization, merger or consolidation or a sale of all or substantially all of the assets of Honeywell unless, in the case of any such transaction or sale, the stockholders of record of Honeywell as constituted immediately prior to such transaction or sale will, immediately after such transaction or sale (by virtue of securities issued as consideration for such company's securities or otherwise) hold at least 50% of the voting power of the surviving or acquiring entity in the same proportions among such stockholders as held by them immediately prior to such transaction or (ii) a transaction or series of transactions in which a person or group of persons acquires beneficial ownership of more than 50% of the voting power of Honeywell.

[REDACTED]

8. Representations, Acknowledgements and Warranties; Indemnification:

Limitation of Damages

[REDACTED] (i) [REDACTED]

[REDACTED]

8.5 Disclaimers by Honeywell. HONEYWELL MAKES NO REPRESENTATION TO PIONEER REGARDING THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE HONEYWELL PATENTS. THE HONEYWELL PATENTS

ARE LICENSED, COVENANTED AND RELEASED "AS IS". HONEYWELL MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND AND ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO THE (I) DESIGN, MANUFACTURE, ASSEMBLY, TESTING, SALE, OFFERING TO SELL, USE OR IMPORTATION OF PRODUCTS OR PORTIONS THEREOF, PROCESSES, OR SERVICES COVERED BY THE HONEYWELL PATENTS OR (II) USE, ACCURACY OR SUFFICIENCY OF THE HONEYWELL PATENTS. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.2, HONEYWELL HAS NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER HEREIN OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF HONEYWELL HAS BEEN MADE AWARE OF SUCH PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, AND EVEN IF HONEYWELL HAS BEEN MADE AWARE OF SUCH INFRINGEMENT. HONEYWELL SHALL NOT BE LIABLE TO PIONEER FOR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE ANY PATENT OR PRODUCT. HONEYWELL'S TOTAL LIABILITY IN THE AGGREGATE UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED THOUSAND UNITED STATES DOLLARS (US \$100,000.00).

8.6 Disclaimers by Pioneer. PIONEER MAKES NO REPRESENTATION TO HONEYWELL REGARDING THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE PIONEER PATENTS. THE PIONEER PATENTS ARE LICENSED, COVENANTED AND RELEASED "AS IS". PIONEER MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND AND ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO THE (I) DESIGN, MANUFACTURE, ASSEMBLY, TESTING, SALE, OFFERING TO SELL, USE OR IMPORTATION OF PRODUCTS OR PORTIONS THEREOF, PROCESSES, OR SERVICES COVERED BY THE PIONEER

PATENTS OR (II) USE, ACCURACY OR SUFFICIENCY OF THE PIONEER PATENTS. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1, PIONEER HAS NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER HEREIN OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF PIONEER HAS BEEN MADE AWARE OF SUCH PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, AND EVEN IF PIONEER HAS BEEN MADE AWARE OF SUCH INFRINGEMENT. PIONEER SHALL NOT BE LIABLE TO HONEYWELL FOR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE ANY PATENT OR PRODUCT. PIONEER'S TOTAL LIABILITY IN THE AGGREGATE UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED THOUSAND UNITED STATES DOLLARS (US\$100,000.00).

9. Dismissal of Investigations

9.1. As soon as practicable following the Effective Date, Honeywell and Pioneer shall jointly file, pursuant to Commission Rule 210.21, Joint Motions for Termination of Investigations as to Respondents Pioneer Corporation and Pioneer Electronics (USA) Inc. in the First Investigation and as to Respondent Honeywell in the Second Investigation Based on Settlement ("Joint Motions for Termination of Investigations"), with the United States ITC. The Parties shall use their best efforts to have the ITC Commissioners in the First Investigation and the Administrative Law Judge ("ALJ") in the Second Investigation ("the Investigations") grant the Joint Motions for Termination of Investigations and to have the ITC Commissioners confirm the ALJ's granting of the Joint Motions for Termination of Investigations, including, if required: (a) amending any Joint Motion for Termination of Investigation to meet any objections by the ALJ or ITC Commissioners; and (b) under Section 11.8, below, negotiating amendments to any provision of this Agreement that the ALJ or the ITC Commissioners determine to be prohibited

by, or invalid or unenforceable under, applicable law, or to have an illegal effect. Such Joint Motions for Termination of Investigations by and between Honeywell and Pioneer shall result in all claims being dismissed without prejudice and without any award of costs or fees.

9.2. The Protective Orders, if any, entered in the Investigations shall survive the filing of the Joint Motions for Termination of Investigations and shall be complied with per their terms. All Parties agree to return or certify in writing the destruction of all documents produced by the opposing parties in the Investigations, except as otherwise expressly agreed to by Honeywell and Pioneer, or as provided for in the Protective Orders.

10. Relationship of Parties. [REDACTED]

[REDACTED] This Agreement does not create the relationship of principal and agent between Honeywell and Pioneer for any purpose whatsoever. Notwithstanding Sections 3.1 and 3.2, this Agreement shall not be construed as constituting Pioneer and Honeywell as partners, joint ventures, or as creating any other form of legal association, franchise or arrangement which would impose liability upon one Party for the act or omission of the other Party. Neither Party is investing in or obtaining any debt or equity interest in the other Party under the terms of this Agreement. No Party is granted any express or implied right of authority by any other Party to assume or to create any obligation or responsibility on behalf of or in the name of any other Party, or to bind any other Party in any manner or thing whatsoever, except as otherwise expressly stated herein. This Agreement is not intended and shall not be construed to create any rights in any parties other than Honeywell and Pioneer and no other person shall assert any rights as a third party beneficiary hereunder.

11. Miscellaneous

[REDACTED]

[REDACTED]

11.2 Waiver. Acceptance by either Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless reduced to writing and executed by the Party making such waiver.

11.3 Assignment. (i) Neither this Agreement nor any rights, licenses, covenants, privileges, releases, dismissals granted under this Agreement or any of its duties or obligations hereunder shall be assignable or transferable (in insolvency proceedings, by mergers, by operation of law, by purchase or otherwise) by either Party except with the express prior written consent of the other Party. Any such purported assignment or transfer shall be void without such written consent. Both Parties shall have the right, without consent of the other Party, to transfer this and any rights granted under this Agreement in connection with an internal re-structuring or a sale of all or substantially all of its business or assets to which this Agreement pertains, subject to the Change of Control restrictions set forth in Sections 6.3 and 6.4, and with prompt written notice to the other Party. In the event assignment takes place in accordance with

this Section 11.3, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.

[REDACTED]

11.4 Integration and Modification. This Agreement together with the letter of intent executed by the Parties on November 27, 2009 sets forth the entire agreement and understanding between the Parties on the subject matter hereof and merges all prior discussions and negotiations between them. This Agreement may be modified only by an express writing signed by a duly authorized representative of each Party.

11.5 Survival. The Parties recognize and agree that the following provisions shall survive termination or expiration of this Agreement: Section 1 (Definitions), Section 4 (Compensation), Section 8 (Representations, Acknowledgements and Warranties; Indemnification; Limitation of Damages), Section 10 (Relationship of Parties), Section 11.1 (Confidentiality), Section 11.5 (Survival) and Section 11.6 (Governing Law).

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

11.7 Venue. The Parties hereby agree that any dispute arising out of or related to this Agreement and the Honeywell Patents or Pioneer Patents, including the construction, validity or enforceability thereof shall be brought exclusively in the United States District Court for the District of Delaware.

11.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of this Agreement is held to be prohibited by, or invalid or unenforceable under applicable law, or to have an illegal effect, the Parties shall re-negotiate in good faith an alternative valid and enforceable and legal provision that preserves the original spirit, purpose and economic intent of this Agreement.

11.9 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by facsimile transmission, commercial courier, or certified, registered or express mail, postage prepaid and return receipt requested. Any such notice shall be deemed given when so delivered personally or sent by express mail or commercial courier; or, if mailed certified or registered, two (2) business days after the date of deposit in the United States mail; or, if sent by facsimile transmission, when actually received; addressed as follows:

Notices to Pioneer Corporation shall be addressed to:

[REDACTED]

Notices to Pioneer Electronics (USA) Inc. shall be addressed to:

[REDACTED]

Notices to Honeywell shall be addressed to:

[REDACTED]

With copy to:

[REDACTED]

[REDACTED]

Notices requiring prompt or immediate attention shall be contemporaneously sent by facsimile transmission. Each Party may change its designated address by written notice to the other Parties.

11.10 Costs and Fees. Each Party will pay its own costs and attorneys' fees incurred in connection with this Agreement.

11.11 Counterparts. The Parties hereto may execute this Agreement in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original. Execution of the Agreement in this manner shall be as binding as if the Parties had executed this Agreement on the same page.

11.12 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11.13 Construction. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and it shall be deemed as prepared jointly by the Parties hereto.

11.14 English Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all version of this Agreement in any other language shall be for accommodation only and shall not be binding on the Parties. All communications and notices made or given pursuant to this Agreement shall be in the English language.

[REDACTED]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties on the dates indicated below.

Honeywell International Inc.
On behalf of itself and its Subsidiaries

[Redacted signature block for Honeywell International Inc.]

Pioneer Corporation
On behalf of itself and its Subsidiaries

[Redacted signature block for Pioneer Corporation]

Pioneer Electronics (USA) Inc.
On behalf of itself and its Subsidiaries

By: [Redacted signature block for Pioneer Electronics (USA) Inc.]

Appendix A
Honeywell Patents



**Appendix B
Pioneer Patents**



Appendix C
Pioneer Press Release

Pioneer Announces it has Reached Agreement with Honeywell

Pioneer Corporation (Pioneer) announced today that it has reached an agreement with Honeywell International Inc. (Honeywell), granting Honeywell the right to use Pioneer's patented technology for automotive and portable GPS navigation devices. The agreement also grants to Pioneer the right to use Honeywell's patented technology for navigation devices.

Pioneer recently filed a complaint with the International Trade Commission against Honeywell and Garmin International, Inc. (Garmin) for infringing Pioneer's GPS navigation patents, including U.S. Patent Nos. 5,424,951 and 6,122,592. Honeywell will be released from the matter while the investigation against Garmin will continue.

Pioneer recently received a favorable ruling from the Administrative Law Judge in a separate investigation at the ITC begun by Honeywell against Pioneer and others more than one year ago, where it was found that Pioneer products do not infringe any valid claim of the asserted Honeywell patents. The matter will now be terminated following ITC approval.

"Pioneer is pleased that the parties have agreed to settle their respective ITC investigations," said Kazumi Kuriyama, Executive Officer and General Manager of the Intellectual Property Division at Pioneer. "Pioneer has long been a leader in the area of GPS navigation technology and this agreement shows that Honeywell respects the intellectual property of Pioneer in the navigation field."

Pioneer Corporation is a leader in both navigation and optical disc technology and a preeminent manufacturer of high-performance audio, video and computer equipment for the home, car and business markets. Pioneer remains committed to the protection of its business operations through the active enforcement of its intellectual property rights.

END

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **JOINT MOTION TO TERMINATE INVESTIGATION AS TO RESPONDENTS PIONEER CORPORATION AND PIONEER ELECTRONICS (USA) INC. BASED UPON SETTLEMENT AGREEMENT AND MEMORANDUM IN SUPPORT THEREOF (PUBLIC VERSION)** was served as indicated, to the parties listed below, this 23rd day of December 2009.

The Honorable Marilyn R. Abbott
Secretary
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 112A
Washington, DC 20436
(VIA HAND DELIVERY - Original + 12 copies)


The Honorable Theodore R. Essex
Administrative Law Judge
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W.
Washington, DC 20436
(VIA HAND DELIVERY – 2 copies)

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