

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.**

In the Matter of

**CERTAIN MACHINE VISION SOFTWARE,
MACHINE VISION SYSTEMS, AND
PRODUCTS CONTAINING SAME**

Inv. No. 337-TA-680

**Order No. 66: INITIAL DETERMINATION Terminating The Investigation
As To Respondent Rasco GmbH On The Basis Of A Consent Order And A
Settlement Agreement**

By publication of a notice in the *Federal Register* on July 16, 2009, pursuant to subsection (b) of section 337 of the Tariff Act of 1930, as amended, the Commission instituted this investigation to determine:

[W]hether there is a violation of subsection (a)(1)(B) of section 337 in the importation into the United States, the sale for importation, or the sale within the United States after importation of certain machine vision software, machine vision systems, or products containing same that infringe one or more of claims 1-6, 8, 12, 18-21, 24, 25, and 33-35 of U.S. Patent No. 7,016,539; 1, 11- 13, 21, 28-30, 39, 47, 54, and 55 of U.S. Patent No. 7,065,262; and claims 1-10 of U.S. Patent No. 6,959,112 [“the ‘112 patent”], and whether an industry in the United States exists as required by subsection (a)(2) of section 337.

74 Fed. Reg. 34589 (2009).

The complainants are: Cognex Corporation of Natick, Massachusetts; and Cognex Technology & Investment Corporation of Mountain View, California (collectively, “Cognex”). *Id.* Numerous companies were named as respondents, including Rasco GmbH

(“Rasco”) of Kolbermoor, Germany. *Id.* The Commission Investigative Staff (“Staff”) is also a party in the investigation. *Id.*

Pursuant to 19 C.F.R. § 210.21(b) & (c),¹ Cognex and Rasco filed a joint motion to terminate this investigation as to Rasco based on a consent order and settlement agreement. (Motion No. 680-65). The Staff filed a response in support of the joint motion. No other response was received. Indeed, the joint motion represents that the other respondents do not oppose it. *Jt. Mot.* at 2.

Attached to the joint motion are: a memorandum in support of the joint motion; a consent order stipulation; a proposed consent order;² and a settlement agreement, which is in the form of a patent license agreement.³ The consent order stipulation complies with the requirements of 19 C.F.R. § 210.21(c)(3)(i). *Consent Order Stip.* at 2-3. In satisfaction of 19 C.F.R. § 210.21(b)(1), movants state that there are no other agreements, written or oral, express or implied, between them concerning the subject matter of this investigation. *See Jt. Mot.* at 1-2.

¹ The Commission Rule relied upon addresses motions for termination of investigations in whole or in part, and provides that such motions may be granted by initial determination. *See* 19 C.F.R. § 210.21(a)(i).

² A revised proposed consent order was filed on May 7, 2010. The Staff’s response to the joint motion is based upon the revised proposed consent order, as is this Initial Determination.

³ In satisfaction of the Commission’s Rules of Practice and Procedure, movants filed confidential and public versions of their joint motion, including the patent license agreement. *See* 19 C.F.R. § 210.21(b)(1), (c)(1)(ii) (public versions required for certain filings). Copies of the patent license agreement, as well as the entire joint motion (including the consent order stipulation and original proposed consent order) are attached to this initial determination. A copy of the revised proposed consent order is also attached hereto. *See* 19 C.F.R. § 210.21(b)(2), (c)(1)(ii) (certain documents must be certified with an initial determination terminating an investigation in whole or in part).

The Commission's Rules provide that in the case of a proposed termination by settlement agreement, consent order, or arbitration agreement, the parties may file statements regarding the impact of the proposed termination on the public interest, and the Administrative Law Judge may hear argument, although no discovery may be compelled, with respect to issues relating solely to the public interest. The Administrative Law Judge is directed to consider and make appropriate findings regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the United States, and United States consumers. *See* 19 C.F.R. § 210.50(b)(2).

Movants argue that termination of the investigation as to Rasco, on the terms requested in the joint motion, will simplify and streamline the issues without causing prejudice to any party, and will be in the interest of the public and administrative economy. *See* Jt. Mot. at 2. The Staff believes that the joint motion provides an acceptable basis upon which to terminate the investigation as to Rasco. *See* Staff Resp. at 1. Furthermore, termination of litigation under these circumstances as an alternative method of dispute resolution is generally in the public interest.

Accordingly, it is the INITIAL DETERMINATION of the undersigned that Motion No. 680-65 is granted. This investigation is terminated as to Rasco GmbH. Inasmuch as other respondents remain, this investigation is not terminated in its entirety.

Pursuant to 19 C.F.R. § 210.42(h), this initial determination shall become the determination of the Commission unless a party files a petition for review of the initial determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders on its own motion a review of the initial determination or certain issues

contained herein.

Carl C. Charneski

Carl C. Charneski
Administrative Law Judge

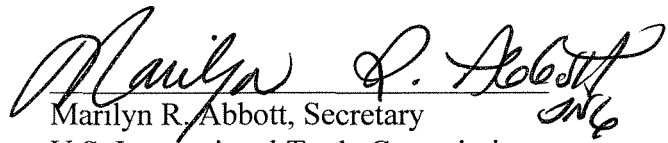
Issued: May 26, 2010

CERTAIN MACHINE VISION SOFTWARE, MACHINE VISION SYSTEMS, AND PRODUCTS CONTAINING SAME

INV. NO. 337-TA-680

PUBLIC CERTIFICATE OF SERVICE

I, Marilyn R. Abbott, hereby certify that the attached **ORDER NO. 66** has been served by hand upon the Commission Investigative Attorney, Kevin Baer, Esq., and the following parties as indicated, on MAY 27 2010.



Marilyn R. Abbott, Secretary
U.S. International Trade Commission
500 E Street, SW, Room 112A
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CERTAIN MACHINE VISION SOFTWARE, MACHINE VISION SYSTEMS, AND PRODUCTS CONTAINING SAME

INV. NO. 337-TA-680

**FOR RESPONDENTS: RASCO GmbH,
VISICS CORP., MVTEC SOFTWARE
GmbH , MVTEC LLC AND DAIICHI
JITSUGYO VISWILL CO., Ltd.,
DAIICHI JITSUGYO (AMERICA), INC.
AND RESOLUTION TECHNOLOGY,
INC., SUBTECHNIQUE, INC, OMRON
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**UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.**

**Before the Honorable Carl C. Charneski
Administrative Law Judge**

In the Matter of

CERTAIN MACHINE VISION SOFTWARE,
MACHINE VISION SYSTEMS, AND
PRODUCTS CONTAINING SAME

Investigation No. 337-TA-680

**JOINT MOTION TO TERMINATE INVESTIGATION
AS TO RESPONDENT RASCO GMBH BASED
UPON CONSENT ORDER AND SETTLEMENT AGREEMENT**

Pursuant to Commission Rules of Practice and Procedure 210.21(b) and (c) (19 C.F.R. § 210.21(b) and(c)), Complainants Cognex Corporation and Cognex Technology & Investment Corporation (collectively, "Cognex" or "Complainants") and Respondent Rasco GmbH ("Rasco") hereby jointly move to terminate this investigation as to Rasco based upon the confidential Settlement Agreement, Consent Order Stipulation and Proposed Consent Order submitted concurrently herewith.

The Settlement Agreement includes Confidential Business Information within the meaning of 19 C.F.R. § 201.6. Complainants and Rasco, therefore, request that the Settlement Agreement be treated as Confidential Business Information under the Protective Order (Order No. 1) in this Investigation. The Commission, the Administrative Law Judge and the Commission Investigative Attorney are being served with an unredacted version of the confidential Settlement Agreement and counsel for non-settling respondents in this Investigation are being served with a confidential version of this Settlement Agreement that is unredacted as to everything except the financial terms of the settlement. There are no other agreements, written


or oral, express or implied, between Complainants and Rasco concerning the subject matter of this Investigation.

The Consent Order Stipulation contains the admissions, waivers, statements, and other requirements pursuant to Commission Rule 210.21(c)(3). Complainants and Respondent Rasco submit that entry of the Proposed Consent Order will simplify and streamline the factual issues in this investigation without causing any prejudice to the remaining respondents. Further, termination of this investigation as to Respondent Rasco is in the interest of the public and administrative economy.

Complainants and Rasco have consulted with counsel for the remaining respondents and the Commission Investigative Attorney regarding this Motion. The non-settling Respondents do not oppose termination of the Investigation as to Rasco. The Commission Investigative Attorney will provide the position of the Office of Unfair Import Investigations after reviewing the attached papers in more detail.

Accordingly, Complainants and Rasco respectfully request that the Administrative Law Judge issue an initial determination terminating this investigation as to Rasco on the basis of the confidential Settlement Agreement as well as the Consent Order Stipulation and Proposed Consent Order.

Dated: April 30, 2010

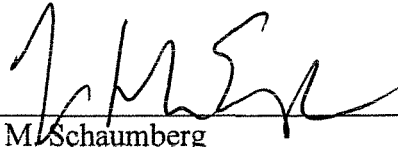


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Jitsugyo (America), Inc., Resolution Technology,
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Respectfully submitted,



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Cognex Technology & Investment Corp.*

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UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

Before the Honorable Carl C. Charneski
Administrative Law Judge

In the Matter of

CERTAIN MACHINE VISION SOFTWARE,
MACHINE VISION SYSTEMS, AND
PRODUCTS CONTAINING SAME

Investigation No. 337-TA-680

**MEMORANDUM IN SUPPORT OF JOINT MOTION TO
TERMINATE INVESTIGATION AS TO RESPONDENT RASCO GMBH
BASED UPON CONSENT ORDER AND SETTLEMENT AGREEMENT**

Pursuant to Commission Rule of Practice and Procedure 210.21(b) and (c) (19 C.F.R. § 210.21(b) and (c)), Complainants Cognex Corporation and Cognex Technology & Investment Corporation (collectively, "Cognex" or "Complainants") and Respondent Rasco GmbH ("Rasco") hereby submit this memorandum in support of the joint motion to terminate this investigation as to Rasco based upon the confidential Settlement Agreement and Consent Order Stipulation and Proposed Consent Order submitted herewith.

The Consent Order Stipulation contains the admissions, waivers, statements, and other requirements pursuant to Commission Rule 210.21(c)(3). Complainants and Rasco submit that entry of the Proposed Consent Order will simplify and streamline the factual issues in this investigation without causing any prejudice to the remaining respondents. Further, termination of this investigation as to Rasco is in the interest of the public and administrative economy.

The confidential Settlement Agreement has been duly executed by authorized representatives of Complainants and Rasco 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 confidential Settlement Agreement is attached as Confidential Exhibit A. Confidential Exhibit A contains Confidential

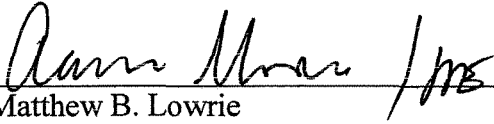
Business Information subject to the Protective Order in this investigation. In compliance with Rule 210.21(b), a public version of Confidential Exhibit A is also being filed with the public version of this motion. There are no other agreements, written or oral, express or implied, between Complainants and Respondent Rasco GmbH concerning the subject matter of this Investigation.

In light of Complainants' ongoing efforts to negotiate settlement agreements with the other respondents, disclosure of the financial terms of this settlement agreement would be prejudicial to the Complainants and would give respondents an unfair bargaining advantage. See *Certain Variable Speed Wind Turbines and Components Thereof*, Inv. No. 337-TA-641, Order No. 14 (Oct. 15, 2008) (holding that disclosure of the financial terms of a settlement could be harmful to complainant and unfairly advantage the respondents); *Certain Silicon Microphone Packages and Products Containing Same*, Inv. No. 337-TA-629, Order No. 9 (May 2008) (denying disclosure of the financial terms of license agreements and reasoning that "the public interest favors settlement to avoid needless litigation and to conserve public and private resources."); *Certain Semiconductor Integrated Circuits Using Tungsten Metallization and Products Containing Same*, Inv. No. 337-TA-648, Order No. 30 (Dec. 23, 2008) (granting Complainants' motion for a protective order preventing disclosure of a full, unredacted version of the settlement agreement between complainants and a settling respondent to the non-settling respondents). In view of these concerns and the precedent on point, the financial terms of the confidential agreement accompanying the confidential version of this motion remain redacted. Complainants request permission to provide the non-settling Respondents with only a confidential version of the Settlement Agreement that has only the financial terms redacted.

The same prejudice to Complainants that would follow from disclosure of this financial information to the non-settling respondents is not present regarding the Commission, the Administrative Law Judge ("ALJ") or the Commission Investigative Attorney. Accordingly, Complainants and Rasco submit a fully unredacted copy of the Settlement Agreement to the Commission, the ALJ and the Commission Investigative Attorney.

In view of the Consent Order Stipulation and the attached confidential Settlement Agreement there no longer exists a basis upon which to continue this Investigation with respect to Rasco. Termination of this Investigation as to Rasco is in the interest of the public and administrative economy. 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 (November 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 (August 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 joint motion to terminate this investigation as to Rasco should be granted.

Dated: April 30, 2010

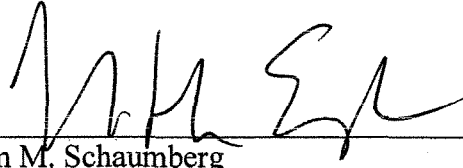


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Respectfully submitted,



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Counsel for Complainants Cognex Corp. and Cognex Technology & Investment Corp.

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UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

Before the Honorable Carl C. Charneski
Administrative Law Judge

In the Matter of

CERTAIN MACHINE VISION SOFTWARE,
MACHINE VISION SYSTEMS, AND
PRODUCTS CONTAINING SAME

Investigation No. 337-TA-680

CONSENT ORDER STIPULATION

WHEREAS, the U.S. International Trade Commission ("Commission" or "ITC") on July 16, 2009 (74 Fed. Reg. 34589), instituted this Investigation under Section 337 of the Tariff Act of 1930, as amended (19 U.S.C. § 1337), based upon the allegations contained in the complaint filed by Complainants Cognex Corporation and Cognex Technology & Investment Corporation (collectively, "Cognex" or "Complainants"), and Cognex now alleges infringement of Claims 1-4, 6, 18-21, and 24 of U.S. Patent No. 7,016,539 ("the '539 Patent"), and/or Claims 1, 12, 13, 21, 28, and 29 of U.S. Patent No. 7,065,262 ("the '262 Patent");

WHEREAS, Rasco GmbH ("Rasco") is willing to accept entry of the Consent Order submitted concurrently herewith by the Commission and agrees to all waivers and other provisions as required by 19 C.F.R. § 210.21; and

WHEREAS, Rasco agrees to all terms set forth in the Consent Order.

IT IS HEREBY STIPULATED by Rasco as follows:

1. Upon entry of this Consent Order, Rasco shall not sell for importation, import into the United States or sell in the United States after importation, or knowingly aid, abet, encourage, participate in, or induce the sale for importation, importation into the United States or sale in the United States after importation of certain machine vision software, machine vision

systems, and products containing same that infringe any of Claims 1-4, 6, 18-21, 24 of the '539 Patent, and/or Claims 1, 12, 13, 21, 28, 29 of the '262 Patent, except under consent or license from Complainants, its successors or assignees.

2. The entry of this Consent Order is for settlement purposes only and does not constitute an admission by Rasco that it has violated any of Complainant's intellectual property rights or that any unfair act has been committed, nor does it constitute a determination as to a violation of section 337 of the Tariff Act of 1930.

3. The Commission has *in rem* jurisdiction over the accused machine vision software, machine vision systems, and products containing same that are the subject of the complaint in this Investigation, the Commission has *in personam* jurisdiction over Rasco for purposes of this Stipulation and proposed Consent Order, and the Commission has subject matter jurisdiction in this Investigation.

4. Rasco expressly waives all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order.

5. Rasco will cooperate with and will not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210.

6. The enforcement, modification and revocation of the Consent Order will be carried out pursuant to Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210, which are specifically incorporated herein by reference.

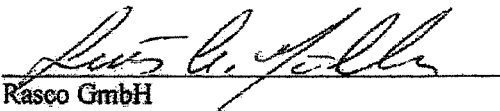
7. The Consent Order shall not apply with respect to any claim of an intellectual property right that has expired or been found or adjudicated invalid or unenforceable by the

Commission or a court or agency of competent jurisdiction, provided that such finding or judgment has become final and nonreviewable.

8. Rasco will not seek to challenge the validity of the '539 Patent or the '262 Patent in any administrative or judicial proceeding to enforce the Consent Order.

IT IS SO STIPULATED.

Date: 29 April 2010


Rasco GmbH

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Tel.: +49-8031-2337-0
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UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

Before the Honorable Carl C. Charneski
Administrative Law Judge

In the Matter of

CERTAIN MACHINE VISION SOFTWARE,
MACHINE VISION SYSTEMS, AND
PRODUCTS CONTAINING SAME

Investigation No. 337-TA-680

[PROPOSED] CONSENT ORDER

The U.S. International Trade Commission ("Commission" or "ITC") on July 16, 2009, (74 Fed. Reg. 34589), instituted the above-captioned Investigation under Section 337 of the Tariff Act of 1930, as amended, (19 U.S.C. § 1337) based upon the allegations contained in the complaint filed by Complainants Cognex Corporation and Cognex Technology & Investment Corporation (collectively, "Cognex" or "Complainants"), which allege unfair acts in the importation into the United States, the sale for importation and the sale within the United States after importation of certain machine vision software, machine vision systems, and products containing same by Respondent Rasco GmbH ("Rasco") that are alleged to infringe Claims 1 – 6, 8, 12, 18 – 21, 24, 25 and 33 – 35 of U.S. Patent No. 7,016,539 ("the '539 Patent"), Claims 1, 11, 12, 13, 21, 28 29, 30, 39, 47, 54 and 55 of U.S. Patent No. 7,065,262 ("the '262 Patent") and/or Claims 1- 10 of U.S. Patent No. 6,959,112 ("the '112 Patent") (collectively, "patents-in-suit").

Rasco has executed a Consent Order Stipulation in which they agree to the entry of this Consent Order and to all waivers and other provisions as required by Commission Rule of Practice and Procedure 210.21(c) (19 C.F.R. § 210.21(c)). Rasco has filed a Motion for Termination of the Investigation based upon a Consent Order.

IT IS HEREBY ORDERED THAT:

1. Upon entry of this Consent Order, Rasco shall not sell for importation, import into the United States or sell in the United States after importation, or knowingly aid, abet, encourage, participate in, or induce the sale for importation, importation into the United States or sale in the United States after importation of certain machine vision software, machine vision systems, and products containing same that infringe any of Claims 1 – 6, 8, 12, 18 – 21, 24, 25 and 33 – 35 of the '539 Patent, Claims 1, 11, 12, 13, 21, 28 29, 30, 39, 47, 54 and 55 of the '262 Patent and/or Claims 1- 10 of the '112 Patent except under consent or license from Complainants, its successors or assignees.

2. This Consent Order shall be applicable to and binding upon Rasco, its officers, directors, agents, servants, employees, and all persons, firms, successors, assigns, or corporations acting or claiming to act on behalf of Rasco or under the direction or authority of Rasco.

3. Rasco waives all rights to seek judicial review or otherwise challenge or contest the validity of this Consent Order.

4. Rasco shall cooperate with and shall not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210.

5. Rasco shall not seek to challenge the validity of the asserted claims of the patents-in-suit in any administrative or judicial proceeding to enforce the Consent Order.

6. If any claim of the patents-in-suit is held invalid, or unenforceable by a court or agency of competent jurisdiction, in a final decision, no longer subject to appeal, this order shall become null and void as to any such invalid or unenforceable claims.

7. This Investigation is hereby terminated with respect to Rasco. Rasco is hereby dismissed as named respondents in this Investigation provided, however, that enforcement, modification, or revocation of this Consent Order shall be carried out pursuant to 19 C.F.R. § 210.76 of the Commission's Rules of Practice and Procedure. In determining whether Rasco is in violation of this Consent Order, the Commission may infer facts adverse to Rasco if Rasco fails to provide adequate or timely information. The Commission may impose a penalty as provided in 19 U.S.C. § 1337. The Commission's assessment of any such penalty shall have the force of a judgment and liability for payment of such penalty shall accrue upon administrative assessment by the Commission.

BY ORDER OF THE COMMISSION

COGNEX709910-2.doc

REDACTED

PATENT LICENSE AGREEMENT

This Agreement is made as of April 30, 2010 (the "Effective Date") between Cognex Corporation, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Licensor") on behalf of itself and its wholly-owned subsidiary Cognex Technology & Investment Corporation and Rasco GmbH, a corporation organized and existing under the laws of Germany ("Licensee").

WHEREAS, the parties are presently involved in an investigation instituted by the U.S. International Trade Commission entitled *Certain Machine Vision Software, Machine Vision Systems and Products Containing Same*, Inv. No. 337-TA-680 ("the 680 Investigation");

WHEREAS, Licensor is the Complainant and Licensee is a Respondent in the 680 Investigation;

WHEREAS the 680 Investigation involves allegations of infringement of the Licensed Patents (defined below) by the Respondents, including Licensee;

WHEREAS, Licensor owns the Licensed Patents listed in Exhibit A; and

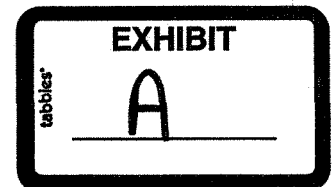
WHEREAS, Licensee desires to obtain a license under such Licensed Patents;

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Article 1 – Definitions

As used in this Agreement, the following terms shall have the meaning specified in this Article 1.

- 1.1. "Licensed Product" means any product manufactured by or for Licensee, and sold, leased, or otherwise disposed of or put into service by Licensee that:
 - 1.1.1 upon use includes any invention covered by any of the Licensed Patents in force at the time of such manufacture or use, or
 - 1.1.2 includes when sold, leased or put into use, or the use of which employs, any invention covered by any of the Licensed Patents in force at the time of such sale, lease or use.
- 1.2. "Licensed Patents" shall mean Licensor's patents listed on Exhibit A, all foreign counterparts of such patents and patent applications, any U.S. and foreign patent applications claiming the priority benefit from such patents and applications, and



any continuations, continuations-in-part, and/or divisionals thereof, as well as any reissues or reexaminations thereof.

- 1.3 "Reporting Period" shall be the then current time period for which reports of sales are due. In this agreement, the reporting period shall be the then-current calendar year. The first Reporting Period shall commence on the Effective Date of this Agreement and close on December 31, 2010.

2. License Grant

2.1.

- 2.2. In consideration of the promise to make the payment recited herein, Licensor fully and forever releases and discharges Licensee and individuals serving as Licensee's attorneys, representatives, officers, directors, or employees, from any and all past, present and future claims, actions, demands, debts, liabilities or causes of action, of whatever kind or nature, known or unknown, asserted or unasserted, which Licensor has, ever had or may hereafter have, arising out of, connected with or relating to the Licensed Patents. The release provided for in this Section shall extend to any current or future subsidiary or supplier of the Licensed Products. Nothing in this release shall waive, release or affect any rights or obligations of the parties hereto created or affirmed by this Patent license Agreement.

2.3.

3. Royalties

- 3.1. In consideration of the license granted, Licensee shall pay Licensor the following royalty payment:

3.1.1.;

3.1.2

REDACTED**4. Term and Termination****4.1.**

4.2. In the event Licensee fails to comply with any term of this Agreement, Licensor shall have the option to give Licensee a written notice of intent to terminate the licenses granted by Licensor hereunder. If Licensee has not cured such failure within thirty (30) days of the effective date of such notice of intent to terminate, Licensor shall have the option to give Licensee immediately-effective written notice of termination and the licenses and rights granted by Licensor hereunder shall terminate. Nothing in this provision nor any acceptance by Licensor of any cure of Licensee's failure made pursuant to this provision shall act as a waiver of the provisions of Section 3.1.2 hereof.

4.3. The effective date of any notice given under this Section 4 shall be the date of recipient's receipt thereof.

5. Payments**5.1****5.2****5.3****6. Reports and Records**

6.1 Licensee shall deliver reports to Licensor within sixty (60) days of the end of each Reporting Period, containing information concerning the immediately preceding Reporting Period, as further described in Section 6.2.

6.2 Each report delivered by Licensee to Licensor shall contain at least the following information for the immediately preceding Reporting Period:

- (i) the number of Licensed products sold or delivered by Licensee to independent third parties; and
- (ii)

If no amounts are due to Licensor for any Reporting Period, the report shall so state.

6.3

7.

7.1 Licensor warrants and represents to Licensee that it has the full right, title and interest to the Licensed Patents and has the unencumbered legal right to grant the licenses and rights granted herein.

8. Miscellaneous Provisions

8.1.

8.2. Nothing contained in this Agreement or otherwise shall be construed as:

8.2.1. Requiring the filing of any patent application, the securing of any patent, or the maintenance of any patent in force in any jurisdiction; or

8.2.2. A warranty or representation that any manufacture, sale, lease, use or importation of any product will be free from infringement of any patents,

other than those under which, and to the extent to which, licenses or immunities are in force hereunder; or

- 8.2.3. A warranty or representation by Licensor as to the validity or scope of any of the Licensed Patents or otherwise as to any other patent; or
 - 8.2.4. An agreement to bring or prosecute actions or suits against third parties for infringement; or
 - 8.2.5. An obligation to furnish any manufacturing or technical information or assistance; or
 - 8.2.6. Conferring any right to use in advertising, publicity, or otherwise any name, trade name or trademark or any contraction, abbreviation or simulation thereof; or
 - 8.2.7. Conferring by implication, estoppel or otherwise upon any grantee any license or other right under any patent, except the licenses and rights expressly granted to Licensee; or
 - 8.2.8. An obligation upon Licensor to make any determination as to the applicability of any of the Licensed Patents to any product of Licensee; or
 - 8.2.9. Creating any form of partnership, joint venture or any form of mutual undertaking under which the acts of one party hereto are chargeable in any manner to the other party; or
 - 8.2.10. Creating any form of license under any copyrights, mask work rights, or trade secret rights of Licensor.
- 8.3. Licensor makes no representation, extends no warranty of any kind, and assumes no responsibility whatever with respect to the manufacture, sale, lease, use, export, or importation of any product, or part thereof, by Licensee, or any direct or indirect supplier or vendee or other transferee of Licensee, other than the licenses, immunities, rights and warranties expressly granted herein.
- 8.4. Any payments, statement, notice, request or other communication hereunder shall be deemed sufficiently given to the addressee when sent by certified mail to the address for each respective party specified below each party's signature, or to such other address of which one party may provide written notice to the other during the term of this Agreement.
- 8.5. No waiver of any default, expressed or implied, made by either party hereto shall be binding upon the party making such waiver in the event of a subsequent default.

- 8.6. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or in any written agreement between the parties executed subsequent to the date of execution hereof, and signed by a proper duly authorized representative of the party to be bound thereby.
- 8.7 The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts (without regard to its conflict of law principles) and of the United States of America. Further, the parties acknowledge and agree that proper venue and jurisdiction shall lie in appropriate state or federal courts in Suffolk County, Massachusetts, U.S.A.. Each party hereby irrevocably submits to the jurisdiction of such courts and waives any objection as the venue or forum thereof.
- 8.8 This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Facsimile signatures by authorized agents of either party of this Agreement shall be considered as having the same effect as original signatures.

REDACTED

7

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

LICENSEE:

Luis A. Moller

By: LUIS A. MOLLER

Title: MANAGING DIRECTOR

Date: 29 April 2010

Address: **Rasco**
Rasco GmbH
Geigelsteinstr. 6, 83059 Kolbermoor, Germany
Tel.: +49-8031-2337-0
Fax: +49-8031-2337-102

LICENSOR:

COGNEX Corporation

By: *[Signature]*

Title: VP-legal

Date: 29-4-2010

Address: One Vision Drive
Natick, MA USA 01760

Exhibit A

U.S. Patent No.	Title
7,016,539	Method for Fast, Robust, Multi-Dimensional Pattern Recognition
7,065,262	Fast High-Accuracy Multi-Dimensional Pattern Inspection

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **JOINT MOTION AND MEMORANDUM IN SUPPORT TO TERMINATE INVESTIGATION AS TO RESPONDENT RASCO GMBH BASED UPON CONSENT ORDER AND SETTLEMENT AGREEMENT (PUBLIC)** was served as indicated, to those listed below, this 30th day of April 2010:

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 + 6 copies)


The Honorable Carl C. Charneski
Administrative Law Judge
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 317-G
Washington, DC 20436
(VIA HAND DELIVERY – 2 copies)

Kevin Baer, Esq.
Investigative Attorney
Office of Unfair Import Investigations
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 401-G
Washington, DC 20436
(VIA ELECTRONIC MAIL)

**COUNSEL FOR MVTEC SOFTWARE GMBH, MVTEC LLC,
RASCO GMBH, VISICS CORPORATION, DAICHI JITSUGYO
VISWILL Co., LTD., DAICHI JITSUGYO (AMERICA), INC., RESOLUTION
TECHNOLOGY, INC., OMRON CORPORATION, AND SUBTECHNIQUE, INC.**

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vascarrunz@foley.com)**



ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P.
1200 Seventeenth Street, N.W., Fifth Floor
Washington, DC 20036

5-100

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

Before the Honorable Carl C. Charneski
Administrative Law Judge

In the Matter of

CERTAIN MACHINE VISION SOFTWARE,
MACHINE VISION SYSTEMS, AND
PRODUCTS CONTAINING SAME

Investigation No. 337-TA-680

[PROPOSED] CONSENT ORDER

Revised proposed order: May 7, 2010

The U.S. International Trade Commission ("Commission" or "ITC") on July 16, 2009, (74 Fed. Reg. 34589), instituted the above-captioned Investigation under Section 337 of the Tariff Act of 1930, as amended, (19 U.S.C. § 1337) based upon the allegations contained in the complaint filed by Complainants Cognex Corporation and Cognex Technology & Investment Corporation (collectively, "Cognex" or "Complainants"), which allege unfair acts in the importation into the United States, the sale for importation and the sale within the United States after importation of certain machine vision software, machine vision systems, and products containing same by Respondent Rasco GmbH ("Rasco") that are alleged to infringe Claims 1 – 4, 18 – 21, and 24 of U.S. Patent No. 7,016,539 ("the '539 Patent"), and/or Claims 1, 12-13, 21, and 28-29, of U.S. Patent No. 7,065,262 ("the '262 Patent")(collectively, "patents-in-suit").

Rasco has executed a Consent Order Stipulation in which they agree to the entry of this Consent Order and to all waivers and other provisions as required by Commission Rule of Practice and Procedure 210.21(c) (19 C.F.R. § 210.21(c)). Rasco has filed a Motion for Termination of the Investigation based upon a Consent Order.

IT IS HEREBY ORDERED THAT:

1. Upon entry of this Consent Order, Rasco shall not sell for importation, import into the United States or sell in the United States after importation, or knowingly aid, abet, encourage, participate in, or induce the sale for importation, importation into the United States or sale in the United States after importation of certain machine vision software, machine vision systems, and products containing same that infringe any of Claims 1-4, 18 - 21, and 24 of the '539 Patent, and/or Claims 1, 12-13, 21, and 28-29 of the '262 Patent except under consent or license from Complainants, its successors or assignees.

2. Rasco waives all rights to seek judicial review or otherwise challenge or contest the validity of this Consent Order.

3. Rasco shall cooperate with and shall not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210.

4. Rasco shall not seek to challenge the validity of the asserted claims of the patents-in-suit in any administrative or judicial proceeding to enforce the Consent Order.

5. If any claim of the patents-in-suit is held invalid, or unenforceable by a court or agency of competent jurisdiction, in a final decision, no longer subject to appeal, this order shall become null and void as to any such invalid or unenforceable claims.

6. This Investigation is hereby terminated with respect to Rasco. Rasco is hereby dismissed as named respondents in this Investigation provided, however, that enforcement, modification, or revocation of this Consent Order shall be carried out pursuant to 19 C.F.R. § 210.76 of the Commission's Rules of Practice and Procedure. In determining whether Rasco is in violation of this Consent Order, the Commission may infer facts adverse to Rasco if Rasco

fails to provide adequate or timely information. The Commission may impose a penalty as provided in 19 U.S.C. § 1337.

BY ORDER OF THE COMMISSION

COGNEX710410-2

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **LETTER TO SECRETARY ABBOTT ENCLOSING A [PROPOSED] CONSENT ORDER TO THE JOINT MOTION TO TERMINATE AS TO RESPONDENT RASCO GMBH (PUBLIC)** was served as indicated, to those listed below, this 7th day of May 2010:

The Honorable Marilyn R. Abbott
Secretary
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 112A
Washington, DC 20436
(VIA ELECTRONIC FILING)


The Honorable Carl C. Charneski
Administrative Law Judge
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 317-G
Washington, DC 20436
(VIA HAND DELIVERY – 2 copies)

Kevin Baer, Esq.
Investigative Attorney
Office of Unfair Import Investigations
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 401-G
Washington, DC 20436
(VIA ELECTRONIC MAIL - Kevin.Baer@usitc.gov)

**COUNSEL FOR MVTEC SOFTWARE GMBH, MVTEC LLC,
RASCO GMBH, VISICS CORPORATION, DAIICHI JITSUGY
VISWILL Co., LTD., DAIICHI JITSUGYO (AMERICA), INC., RESOLUTION
TECHNOLOGY, INC., OMRON CORPORATION AND SUBTECHNIQUE, INC.**

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