

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN COMPUTING OR GRAPHICS
SYSTEMS, COMPONENTS THEREOF, AND
VEHICLES CONTAINING SAME**

Inv. No. 337-TA-984

**ORDER No. 49: INITIAL DETERMINATION GRANTING JOINT MOTION TO
TERMINATE INVESTIGATION AS TO RESPONDENT TEXAS
INSTRUMENT BASED ON SETTLEMENT AGREEMENT AND
GRANTING JOINT MOTION TO LIMIT SERVICE OF THE
SETTLEMENT AGREEMENT**

(August 2, 2016)

I. INTRODUCTION

On July 26, 2016, Complainant Advanced Silicon Technologies LLC (“Advanced Silicon”) and Respondent Texas Instruments Inc. (“TI”) (collectively, the “Settling Parties”) filed a joint motion pursuant to 19 C.F.R. § 210.21(b) to terminate TI by settlement. (Motion Docket No. 984-055.) The motion includes a request to stay the procedural schedule as to TI. Concurrently, the Settling Parties also filed a joint motion to limit service of the confidential Settlement Agreement. (Motion Docket No. 984-054.) On July 29, 2016, the Commission Investigative Attorney (“Staff”) filed a response supporting the Joint Motion to Terminate and the Joint Motion to Limit Service. No other responses were filed.

II. STANDARDS OF LAW

Under Commission Rule 210.21(a)(2),

Any party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement

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19 C.F.R. § 210.21(a)(2). Commission Rule 210.21(b)(1) further specifies that the motion to terminate must include: (1) copies of the licensing or other settlement agreement; (2) any supplemental agreements; and (3) a statement that there are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of the investigation. *See* 19 C.F.R. § 210.21(b)(1). In addition, the Rule requires that the motion must include a public version of any licensing or other settlement agreement containing confidential business information. *See id.* Commission Rule 210.21(b)(1) also provides that, “[o]n motion for good cause shown, the administrative law judge may limit the service of the agreements to the settling parties and the Commission investigative attorney.” *See id.*

Pursuant to Commission Rule 210.50(b)(2), I must also consider and make appropriate findings regarding the effect of the proposed settlement on the public interest. *See* 19 C.F.R. § 210.50(b)(2).

III. DISCUSSION

The Settling Parties filed a public version of the motion to terminate that includes a redacted version (*i.e.*, public version) of the Settlement and Licensing Agreement (Exhibit A, hereto). Additionally, the Settling Parties filed a confidential version of the Settlement and Licensing Agreement (Exhibit B, hereto). (EDIS Doc. ID No. 586695) The Settling Parties also represented that “there are no other agreements, written or oral, express or implied, between the Settling Parties concerning the subject matter of this Investigation.” (Motion to Terminate at 2.) Accordingly, I find that the requirements of Commission Rule 210.21(b)(1) have been met.

With regard to the public interest, I have reviewed the pleadings filed in connection with the *Motion to Terminate* and do not find any information indicating that termination of this investigation on the basis of the Settlement Agreement is contrary to the public health and

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welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers. To the contrary, I find that termination of TI is in the public interest and will conserve public and private resources. *See, e.g., Certain Consumer Elecs., Including Mobile Phones and Tablets*, Inv. No. 337-TA-839, Order No. 35, 2013 WL 453756, *2 (Feb. 4, 2013) (“[T]ermination of litigation under these circumstances as an alternative method of dispute resolution is generally in the public interest and will conserve public and private resources.”). The Staff agrees. (Staff Response at 4.)

With regard to the Settling Parties’ request to limit service of the confidential Settlement and Licensing Agreement to the Settling Parties and the Staff, I find good cause exists to grant said request. First, the Settlement and Licensing Agreement includes Confidential Business Information as defined in Commission Rule 201.6(a). Second, the disclosure of the precise terms of the Settlement and Licensing Agreement to non-settling respondents could discourage settlements. *Certain Light-Emitting Diodes and Prods. Containing Same*, Inv. No. 337-TA-785, Order No. 37A, 2012 WL 3766680, at *1 (Aug. 29, 2012) (citations omitted). Accordingly, service of the confidential Settlement and Licensing Agreement shall be limited to the Settling Parties and the Staff.

With regard to the Settling Parties’ request to stay the procedural schedule as to TI, I note the request was granted via email on July 28, 2016.

IV. CONCLUSION

For the reasons above, it is my Initial Determination to GRANT the Joint Motion to Terminate (Motion Docket No. 984-055). Respondent TI is hereby terminated from this investigation. Additionally, the Joint Motion to Limit Service is also GRANTED (Motion

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Docket No. 984-054). Service of the confidential version of the Settlement and Licensing Agreement shall be limited to the Settling Parties and the Staff.

This Initial Determination, along with any supporting documentation, is hereby certified to the Commission. 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 herein.

SO ORDERED.

A handwritten signature in cursive script, reading "Thomas B. Pender", with a long horizontal flourish extending to the right.

Thomas B. Pender
Administrative Law Judge

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EXHIBIT A

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Settlement and License Agreement

This Settlement and License Agreement ("Agreement") is made as of July 25, 2016 ("Effective Date") between Texas Instruments Incorporated, a Delaware corporation with its principal place of business at 12500 TI Boulevard, Dallas, Texas 75243 ("TI") and Advanced Silicon Technologies LLC, a Delaware limited liability company with its principal place of business at 118 Maplewood Ave, Box 8 Portsmouth, New Hampshire 03801 ("AST"). As used herein, "Party" refers to either AST or TI, and "Parties" refers to AST and TI collectively.

WHEREAS, TI desires to acquire a non-exclusive license and covenant not to sue [REDACTED] and to resolve any disputes related thereto.

WHEREAS, the United States International Trade Commission ("ITC") instituted Investigation No. 337-TA-984 against TI and others on January 28, 2016, based upon a Complaint filed by AST on December 28, 2015 (the "Investigation"), and whereas AST also brought suit against TI in the District of Delaware captioned *Advanced Silicon Technologies LLC v. Texas Instruments Inc.*, Civil Action No. 15-cv-1175-RGA (the "District Court Action", filed December 21, 2015) (the Investigation and the District Court Action, collectively, the "Lawsuits");

WHEREAS, TI initiated three IPRs before the Patent Trials and Appeal Board captioned *Texas Instruments Incorporated v. Advanced Silicon Technologies LLC*, IPR2016-01108; *Texas Instruments Incorporated v. Advanced Silicon Technologies LLC*, IPR2016-01178; *Texas Instruments Incorporated v. Advanced Silicon Technologies LLC*, IPR2016-011266 on U.S. Patents Nos. 8,933,945; 6,339,428, 6,546,439, respectively (collectively, the "IPRs") and

WHEREAS the Parties desire to settle the Lawsuits, resolve the IPRs, and enter into this Agreement providing for a full, final, complete and global settlement of the Lawsuits, resolution of the IPRs, and for certain releases, licenses and covenants not to sue, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1.0 Definitions.

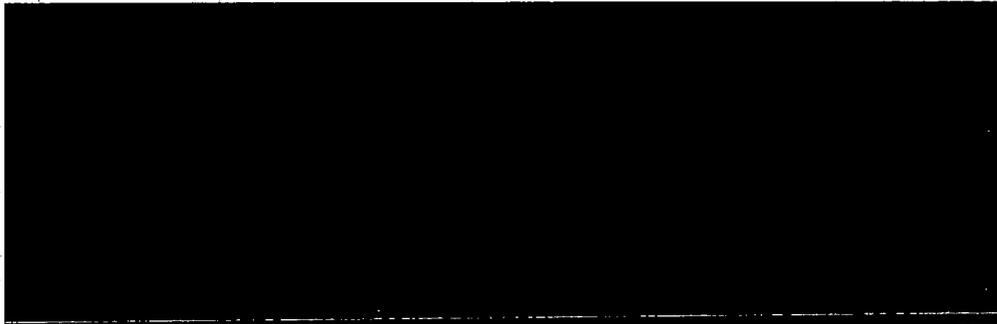
"Affiliate" means, with respect to a person, corporation or other entity, any other person, corporation or entity that directly or indirectly controls, is controlled by, or is under common control with such corporation or entity. For purposes of this definition, "control" means the ownership, directly or indirectly, of fifty percent (50%) or more of

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the voting equity of such entity, but such person, corporation or other entity shall be an Affiliate only for as long as such control exists.



_____ means any suit, action or proceeding in any jurisdiction or forum, including but not limited to civil courts, administrative agencies such as the Patent Trial and Appeals Board, and/or alternative dispute resolution such as arbitration, anywhere in the world, which suit, action or proceeding relates to or involves the AST Patents (except for (a) an action or proceeding brought or commenced to address an alleged material breach of this Agreement and (b) an action or proceeding brought by TI in response to an action or proceeding alleging infringement of any of the AST Patents on the basis, in whole or in part, of a TI product) that is initiated or assisted by TI or its Affiliates against AST or its Affiliates for the life of this Agreement.



_____ SETTLEMENT AND LICENSE AGREEMENT
BETWEEN ADVANCED SILICON AND TI

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[REDACTED]

2.0 LICENSE, COVENANT AND RELEASE.

[REDACTED]

2.2 Covenants.

2.2.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

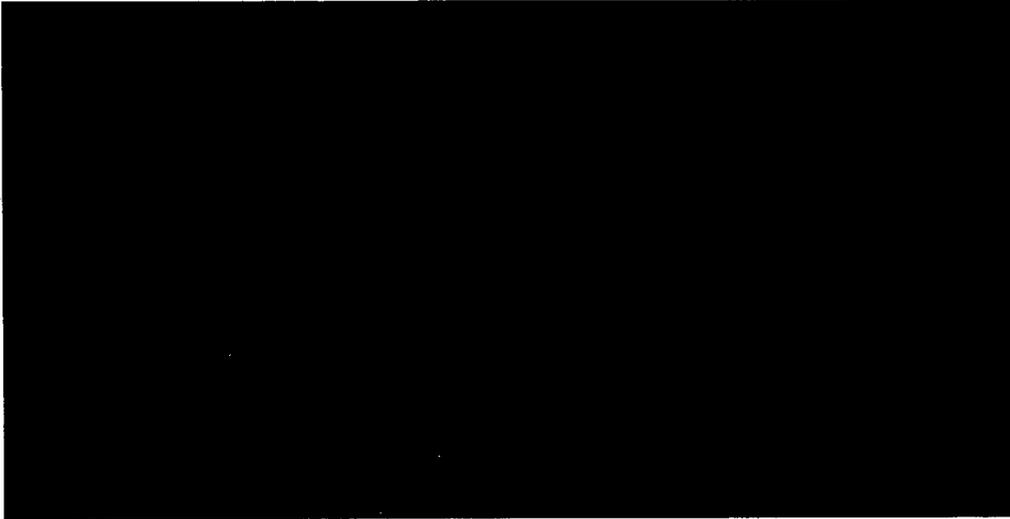
2.3 Releases

2.3.1

[REDACTED]

**[REDACTED] SETTLEMENT AND LICENSE AGREEMENT
BETWEEN ADVANCED SILICON AND TI**

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2.3.2



2.4 Unknown Claims. The Parties, having specific intent to release the identified potential claims described in the foregoing Sections 2.1, 2.2 and 2.3, whether known or unknown, hereby acknowledge and expressly waive the provisions of Section 1542 of the California Civil Code (and similar provisions in other jurisdictions, whether by statute or common law), which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his settlement with debtor.”

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2.5 Agreement Obligations Not Released. Notwithstanding any of the foregoing in this Section 2, neither the release to TI and its Affiliates in Section 2.3.1 herein, nor the release to AST and its Affiliates in Section 2.3.2 herein, releases any Party from its respective obligations under this Agreement or prevents any Party from enforcing the terms and conditions of this Agreement against the other.

2.6 Dismissals.

2.6.1 Termination of the Investigation. AST shall file a motion to terminate the Investigation with the International Trade Commission, as and to the extent it relates to TI and its Affiliates, substantially in the form attached hereto as Exhibit B

2.6.2 Dismissal of the District Court Action. AST shall dismiss all claims brought in the District Court Action with prejudice [REDACTED] by filing a stipulation or notice of dismissal substantially in the form attached hereto as Exhibit C, or in such other form as required for approval by the Court to effectuate the dismissal.

2.6.3 Withdrawal of Pending IPRs. [REDACTED] TI shall withdraw, or seek leave to withdraw, the IPRs currently pending before the Patent Trials and Appeal Board captioned *Texas Instruments Incorporated v. Advanced Silicon Technologies LLC*, IPR2016-01108; *Texas Instruments Incorporated v. Advanced Silicon Technologies LLC*, IPR2016-01178; *Texas Instruments Incorporated v. Advanced Silicon Technologies LLC*, IPR2016-011266.

2.6.4 No Admissions. TI makes no admission of infringement or liability by the negotiation, execution, or performance of this Agreement.



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3.0 CONSIDERATION.

3.1

[REDACTED]

[REDACTED]

3.2

[REDACTED]

3.3

[REDACTED]

4.0 WARRANTIES.

4.1 Due Authorization. Each Party warrants and represents that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder and consummate the transactions contemplated herein.

4.2

[REDACTED]

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[REDACTED]

4.3

[REDACTED]

4.4

[REDACTED]

4.5 **Patents.** AST represents and warrants to TI that Exhibit A lists (i) each and every patent and patent application in all jurisdictions worldwide that are, as of the date of this Agreement, owned by AST, or to which AST has a right to assert a claim of infringement or to grant licenses.

5.0 TERM AND TERMINATION.

5.1 **Term.** This Agreement shall not be binding on the Parties until it has been signed below by both Parties, at which time it shall be deemed effective as of its Effective Date.

[REDACTED]

5.2

[REDACTED]

6.0 ASSIGNABILITY.

6.1

[REDACTED]

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6.2



6.3



6.4 Rights Run with Patents. All license rights and covenants contained herein shall run with the AST Patents and shall be binding on any successors-in-interest or assigns thereof. AST shall not assign, or grant any right under, any AST Patent to any other party unless such assignment or grant is subject to all of the terms and conditions of this Agreement applying to the AST Patents.

6.5 Inurement. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their permitted successors and assigns.

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6.6 Null assignments. Any attempted assignment or grant in contravention of Sections 6.1-6.5 shall be null and void.

7.0 CONFIDENTIALITY.

7.1 Non-disclosure. The terms of this Agreement and all correspondence relating to this Agreement are confidential. The Parties shall keep terms and particulars of this Agreement confidential and no Party shall now or hereafter disclose such terms and particulars to any third party except:



7.2 Press Release. Following termination of the Investigation as to TI, either Party may issue a press release stating that (a) AST and TI have resolved the dispute between them and (b) the Lawsuits and the IPRs as to TI have been terminated and dismissed. TI may make any statement it deems appropriate to satisfy its various public reporting obligations.

7.3



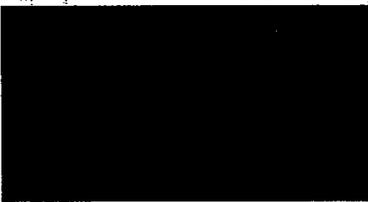
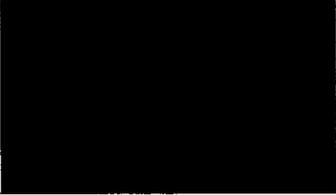
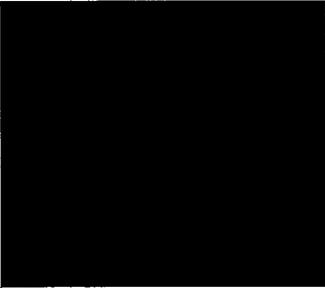
8.0 NOTICES.

8.1 Delivery. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered (i) upon receipt if delivered by hand, (ii) the next business day after being sent by prepaid, nationally-recognized, overnight air

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courier, (iii) five (5) business days after being sent by registered or certified airmail, return receipt required, postage prepaid, or (iv) upon transmittal when transmitted by confirmed telecopy (provided that such notice is followed notice pursuant to any of (i) – (iii) above).

8.2 Address. All notices shall be addressed as follows:

<p><i>For TI:</i></p> 	<p><i>With a copy to (which shall not constitute notice):</i></p> 
<p><i>For AST:</i></p> 	<p><i>With a copy to (which shall not constitute notice):</i></p> 

9.0 MISCELLANEOUS.

9.1 Third Party Infringement Actions. AST has no obligation hereunder to institute any action or suit against any third party for infringement of any of the AST Patents, or to defend against any action challenging the validity of the AST Patents. TI has no right to institute any action against any third party for infringement of any AST Patent.

9.2 Independent Contractors. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other. There is no fiduciary duty or special relationship of any kind between the Parties to this Agreement. Each Party expressly disclaims any reliance on any act, word, or deed of the other Party in entering into this Agreement.

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9.3 Implied Licenses. Unless expressly set forth elsewhere in this Agreement, nothing herein shall be construed as conferring any right to a license or to otherwise use any patent, patent application, trademark, service name, service mark, trade dress, trade secret or other intellectual property belonging to TI.

9.4 Severability. If any portion of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the remainder of the Agreement shall continue in force and, if needed, the Parties or a court of competent jurisdiction shall substitute suitable provisions having like economic effect and intent.

9.5 Amendment. This Agreement cannot be modified, terminated or amended in any respect orally or by conduct of the Parties. Any termination, modification, or amendment may be made only by a writing signed by all Parties. No waiver of any provision shall be binding in any event unless executed in writing by the Party making the waiver.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which constitute one and the same instrument.

9.7 Drafting. Each Party and counsel have reviewed and approved this Agreement, and accordingly any presumption or rule of construction permitting ambiguities to be resolved against the drafting party shall not be employed in the interpretation or application of this Agreement.

9.8 Interpretation. The headings inserted in this Agreement are for reference only and are not intended to form any part of the operative portion of this Agreement, and they shall not be employed in the interpretation or application of this Agreement.

9.9 [REDACTED]

9.10 Integration. This Agreement sets forth the entire understanding of the Parties with respect to the AST Patents, and replaces any prior oral or written communications, discussions or agreements between them.

9.11 [REDACTED]

9.12 LIABILITY. EXCEPT AS PROVIDED EXPLICITLY HEREIN, IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY OR ANY OTHER PERSON OR ENTITY (UNDER CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER THEORY) FOR SPECIAL, INDIRECT, EXEMPLARY, [REDACTED] SETTLEMENT AND LICENSE AGREEMENT BETWEEN ADVANCED SILICON AND TI

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INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OPPORTUNITIES OR SAVINGS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT.

9.14 **Bankruptcy.** The Parties acknowledge and agree that the AST Patents are "intellectual property" as defined in Section 101(35A) of the United States Bankruptcy Code (the "Code"), as the same may be amended from time to time, that have been licensed hereunder in a contemporaneous exchange for value. AST acknowledges that if AST, as a debtor in possession or a trustee in bankruptcy in a case under the Code, rejects this Agreement, TI may elect to retain its rights under this Agreement as provided in Section 365(n) of the Code. Upon written request from TI to AST (as applicable) or the bankruptcy trustee of AST's election to proceed under Section 365(n), AST (as applicable) or the bankruptcy trustee shall comply in all respects with Section 365(n), including, without limitation, by not interfering with the rights of TI as provided by this Agreement.

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IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties to be effective as of the Effective Date.

**TEXAS INSTRUMENTS
INCORPORATED**



**ADVANCED SILICON
TECHNOLOGIES LLC**

By: _____

Name: _____

Its: _____

Dated: _____

Execution Copy

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties to be effective as of the Effective Date.

**TEXAS INSTRUMENTS
INCORPORATED**

**ADVANCED SILICON
TECHNOLOGIES LLC**

By: _____

Name: _____

Its: _____

Dated: _____



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**EXHIBIT A:
AST Patents**

**██████████ SETTLEMENT AND LICENSE AGREEMENT
BETWEEN ADVANCED SILICON AND TI**

**Advanced Silicon Technologies LLC
Patent Portfolio**

Family ID	Country	Status	Type	Publication Type	Grant No.	Title	Issue Date	Issue Date
	US	Granted	Patent	Granted Patent	6055650	PROCESSOR CONFIGURED TO DETECT PROGRAM PHASE CHANGES AND TO ADAPT THERETO	4/6/1998	4/25/2000
	US	Granted	Patent	Granted Patent	6097400	METHOD AND APPARATUS FOR ANTI-ALIASING POST RENDERING OF AN IMAGE	6/1/1998	8/1/2000
	US	Granted	Patent	Granted Patent	6140674	BURIED TRENCH CAPACITOR	7/27/1998	10/31/2000
	US	Granted	Patent	Granted Patent	5918062	MICROPROCESSOR INCLUDING AN EFFICIENT IMPLEMENTATION OF AN ACCUMULATE INSTRUCTION	1/28/1998	6/29/1999
	US	Granted	Patent	Granted Patent	6085208	LEADING ONE PREDICTION UNIT FOR NORMALIZING CLOSE PATH SUBTRACTION RESULTS WITHIN A FLOATING POINT ARITHMETIC UNIT	3/27/1998	7/4/2000
	US	Granted	Patent	Granted Patent	6085212	EFFICIENT METHOD FOR PERFORMING CLOSE PATH SUBTRACTION IN A FLOATING POINT ARITHMETIC UNIT	3/27/1998	7/4/2000
	US	Granted	Patent	Granted Patent	6088715	CLOSE PATH SELECTION UNIT FOR PERFORMING EFFECTIVE SUBTRACTION WITHIN A FLOATING POINT ARITHMETIC UNIT	3/27/1998	7/11/2000
	US	Granted	Patent	Granted Patent	6094668	FLOATING POINT ARITHMETIC UNIT INCLUDING AN EFFICIENT CLOSE DATA PATH	3/27/1998	7/25/2000
	US	Granted	Patent	Granted Patent	6115733	METHOD AND APPARATUS FOR CALCULATING RECIPROALS AND RECIPROCAL SQUARE ROOTS	5/8/1998	9/5/2000
	US	Granted	Patent	Granted Patent	6131104	FLOATING POINT ADDITION PIPELINE CONFIGURED TO PERFORM FLOATING POINT-TO-INTEGER AND INTEGER-TO-FLOATING POINT CONVERSION OPERATIONS	3/27/1998	10/10/2000
	US	Granted	Patent	Granted Patent	6223198	METHOD AND APPARATUS FOR MULTI-FUNCTION ARITHMETIC	8/14/1998	4/24/2001
	US	Abandoned	Patent	Granted Patent	6256653	MULTI-FUNCTION BIPARTITE LOOK-UP TABLE	1/29/1998	7/3/2001
	US	Granted	Patent	Granted Patent	6381625	METHOD AND APPARATUS FOR CALCULATING A POWER OF AN OPERAND	2/12/2001	4/30/2002
	US	Granted	Patent	Granted Patent	6397238	METHOD AND APPARATUS FOR ROUNDING IN A MULTIPLIER	2/12/2001	5/28/2002

Advanced Silicon Technologies LLC
Patent Portfolio

Family ID	Country	Status	Type	Publication Type	Grant No.	Title	Filing Date	Issue Date
	US	Granted	Patent	Granted Patent	6490607	SHARED FP AND SIMD 3D MULTIPLIER	10/12/1999	12/3/2002
	US	Granted	Patent	Granted Patent	6297835	METHOD AND APPARATUS FOR PROCESSING DATA AS DIFFERENT SIZES	10/5/1998	10/2/2001
	US	Granted	Patent	Granted Patent	6321314	METHOD AND APPARATUS FOR RESTRICTING MEMORY ACCESS	6/9/1999	11/20/2001
	US	Granted	Patent	Granted Patent	6329701	SEMICONDUCTOR DEVICE COMPRISING COPPER INTERCONNECTS WITH REDUCED IN-LINE DIFFUSION	10/4/1999	12/11/2001
	US	Granted	Patent	Granted Patent	6339428	METHOD AND APPARATUS FOR COMPRESSED TEXTURE CACHING IN A VIDEO GRAPHICS SYSTEM	7/16/1999	1/15/2002
	US	Granted	Patent	Granted Patent	6351222	METHOD AND APPARATUS FOR RECEIVING AN INPUT BY AN ENTERTAINMENT DEVICE	10/30/1999	2/26/2002
	US	Granted	Patent	Granted Patent	6405303	MASSIVELY PARALLEL DECODING AND EXECUTION OF VARIABLE-LENGTH INSTRUCTIONS	8/31/1999	6/11/2002
	US	Granted	Patent	Granted Patent	6529999	COMPUTER SYSTEM IMPLEMENTING SYSTEM AND METHOD FOR ORDERING WRITE OPERATIONS AND MAINTAINING MEMORY COHERENCY	10/27/1999	3/4/2003
	US	Granted	Patent	Granted Patent	6546439	METHOD AND SYSTEM FOR IMPROVED DATA ACCESS	12/9/1998	4/8/2003
	US	Granted	Patent	Granted Patent	6630935	GEOMETRIC ENGINE INCLUDING A COMPUTATIONAL MODULE FOR USE IN A VIDEO GRAPHICS CONTROLLER	4/21/2000	10/7/2003
	US	Granted	Patent	Granted Patent	6657634	DYNAMIC GRAPHICS AND/OR VIDEO MEMORY POWER REDUCING CIRCUIT AND METHOD	2/25/1999	12/2/2003
	US	Granted	Patent	Granted Patent	6686924	METHOD AND APPARATUS FOR PARALLEL PROCESSING OF GEOMETRIC ASPECTS OF VIDEO GRAPHICS DATA	2/2/2000	2/3/2004
	US	Granted	Patent	Granted Patent	6717941	METHOD AND APPARATUS FOR EARLY TERMINATION OF FRAME DATA	2/2/2000	4/6/2004
	US	Granted	Patent	Granted Patent	6717989	VIDEO DECODING APPARATUS AND METHOD FOR A SHARED DISPLAY MEMORY SYSTEM	11/3/1999	4/6/2004
	US	Granted	Patent	Granted Patent	6728584	SYNCHRONIZATION AND MIXING OF MULTIPLE STREAMS AT DIFFERENT SAMPLING RATES	9/2/1998	4/27/2004

Advanced Silicon Technologies LLC
Patent Portfolio

Family ID	Country	Status	Type	Publication Type	Grant No.	Title	Billing Date	Issue Date
	US	Granted	Patent	Granted Patent	6432817	TUNGSTEN SILICIDE BARRIER FOR NICKEL SILICIDATION OF A GATE ELECTRODE	12/7/2000	8/13/2002
	US	Granted	Patent	Granted Patent	6730587	TITANIUM BARRIER FOR NICKEL SILICIDATION OF A GATE ELECTRODE	12/7/2000	5/4/2004
	US	Granted	Patent	Granted Patent	6731294	VECTOR ENGINE WITH PRE-ACCUMULATION BUFFER AND METHOD THEREFORE	4/21/2000	5/4/2004
	US	Granted	Patent	Granted Patent	6737222	DUAL DAMASCENE PROCESS UTILIZING A BI-LAYER IMAGING LAYER	6/19/2001	5/18/2004
	AU	Unfiled	Application	Application	2911502A			
	US	Granted	Patent	Granted Patent	6745318	METHOD AND APPARATUS OF CONFIGURABLE PROCESSING	8/18/1999	6/1/2004
	US	Granted	Patent	Granted Patent	6750920	METHOD AND APPARATUS FOR ADJUSTING BIAS AND AMPLITUDE OF A VIDEO SIGNAL	3/16/1999	6/15/2004
	US	Granted	Patent	Granted Patent	6754234	METHOD AND APPARATUS FOR ASYNCHRONOUS FRAME SYNCHRONIZATION	5/21/1999	6/22/2004
	US	Granted	Patent	Granted Patent	6766100	METHOD AND APPARATUS FOR MULTI-TV TUNER DISPLAY OF VIDEO INFORMATION	10/19/2000	7/20/2004
	US	Granted	Patent	Granted Patent	6772356	SYSTEM FOR SPECIFYING CORE VOLTAGE FOR A MICROPROCESSOR BY SELECTIVELY OUTPUTTING ONE OF A FIRST, FIXED AND A SECOND, VARIABLE VOLTAGE CONTROL SETTINGS FROM THE MICROPROCESSOR	6/26/2000	8/3/2004
	US	Granted	Patent	Granted Patent	6968444	MICROPROCESSOR EMPLOYING A FIXED POSITION DISPATCH UNIT	11/4/2002	11/22/2005
	US	Granted	Patent	Granted Patent	6976182	APPARATUS AND METHOD FOR DECREASING POWER CONSUMPTION IN AN INTEGRATED CIRCUIT	2/1/2002	12/13/2005
	US	Granted	Patent	Granted Patent	6983389	CLOCK CONTROL OF FUNCTIONAL UNITS IN AN INTEGRATED CIRCUIT BASED ON MONITORING UNIT SIGNALS TO PREDICT INACTIVITY	2/1/2002	1/3/2006
	US	Granted	Patent	Granted Patent	6999076	SYSTEM, METHOD AND APPARATUS FOR EARLY CULLING	2/19/2002	2/14/2006

**Advanced Silicon Technologies LLC
Patent Portfolio**

Family ID	Country	Status	Type	Publication Type	Grant No.	Title	Filing Date	Issue Date
	US	Granted	Patent	Granted Patent	6397379	RECORDING IN A PROGRAM EXECUTION PROFILE REFERENCES TO A MEMORY-MAPPED ACTIVE DEVICE	10/28/1999	5/28/2002
	US	Granted	Patent	Granted Patent	6549959	DETECTING MODIFICATION TO COMPUTER MEMORY BY A DMA DEVICE	11/4/1999	4/15/2003
	US	Granted	Patent	Granted Patent	6763452	MODIFYING PROGRAM EXECUTION BASED ON PROFILING	6/24/1999	7/13/2004
	US	Granted	Patent	Granted Patent	6779107	COMPUTER EXECUTION BY OPPORTUNISTIC ADAPTATION	10/28/1999	8/17/2004
	US	Granted	Patent	Granted Patent	6789181	SAFETY NET PARADIGM FOR MANAGING TWO COMPUTER EXECUTION MODES	11/3/1999	9/7/2004
	US	Granted	Patent	Granted Patent	6826748	PROFILING PROGRAM EXECUTION INTO REGISTERS OF A COMPUTER	6/24/1999	11/30/2004
	US	Granted	Patent	Granted Patent	6934832	EXECUTION MECHANISM FOR A COMPUTER	9/21/2000	8/23/2005
	US	Granted	Patent	Granted Patent	6941545	PROFILING OF COMPUTER PROGRAMS EXECUTING IN VIRTUAL MEMORY SYSTEMS	5/28/1999	9/6/2005
	US	Granted	Patent	Granted Patent	6954923	RECORDING CLASSIFICATION OF INSTRUCTIONS EXECUTED BY A COMPUTER	7/7/1999	10/11/2005
	US	Granted	Patent	Granted Patent	6978462	PROFILING EXECUTION OF A SEQUENCE OF EVENTS OCCURRING DURING A PROFILED EXECUTION INTERVAL THAT MATCHES TIME-INDEPENDENT SELECTION CRITERIA OF EVENTS TO BE PROFILED	6/11/1999	12/20/2005
	US	Granted	Patent	Granted Patent	7013456	PROFILING EXECUTION OF COMPUTER PROGRAMS	6/16/1999	3/14/2006
	US	Granted	Patent	Granted Patent	7047394	COMPUTER FOR EXECUTION OF RISC AND CISC INSTRUCTION SETS	9/20/2000	5/16/2006
	US	Granted	Patent	Granted Patent	7065633	SYSTEM FOR DELIVERING EXCEPTION RAISED IN FIRST ARCHITECTURE TO OPERATING SYSTEM CODED IN SECOND ARCHITECTURE IN DUAL ARCHITECTURE CPU	7/26/2000	6/20/2006
	US	Granted	Patent	Granted Patent	7069421	SIDE TABLES ANNOTATING AN INSTRUCTION STREAM	10/28/1999	6/27/2006

Advanced Silicon Technologies LLC
Patent Portfolio

Family Id.	Country	Status	Type	Publication Type	Grant No.	Title	Filing Date	Issue Date
	US	Granted	Patent	Granted Patent	7111290	PROFILING PROGRAM EXECUTION TO IDENTIFY FREQUENTLY-EXECUTED PORTIONS AND TO ASSIST BINARY TRANSLATION	10/22/1999	9/19/2006
	US	Granted	Patent	Granted Patent	7137110	PROFILING RANGES OF EXECUTION OF A COMPUTER PROGRAM	6/11/1999	11/14/2006
	US	Granted	Patent	Granted Patent	7228404	MANAGING INSTRUCTION SIDE-EFFECTS	9/28/2000	6/5/2007
	US	Granted	Patent	Granted Patent	7254806	DETECTING REORDERED SIDE-EFFECTS	11/4/1999	8/7/2007
	US	Granted	Patent	Granted Patent	7275246	EXECUTING PROGRAMS FOR A FIRST COMPUTER ARCHITECTURE ON A COMPUTER OF A SECOND ARCHITECTURE	1/28/1999	9/25/2007
	US	Granted	Patent	Granted Patent	7941647	COMPUTER FOR EXECUTING TWO INSTRUCTION SETS AND ADDS A MACROINSTRUCTION END MARKER FOR PERFORMING ITERATIONS AFTER LOOP TERMINATION USING ON-CHIP AND OFF-CHIP LOOK-UP TABLES INDEXED BY INSTRUCTION ADDRESS TO CONTROL INSTRUCTION EXECUTION IN A PROCESSOR	10/31/2000	5/10/2011
	US	Granted	Patent	Granted Patent	8065504	ALTERING DATA STORAGE CONVENTIONS OF A PROCESSOR WHEN EXECUTION FLOWS FROM FIRST ARCHITECTURE CODE TO SECOND ARCHITECTURE CODE	12/2/2004	11/22/2011
	US	Granted	Patent	Granted Patent	8074055	DETECTING CONDITIONS FOR TRANSFER OF EXECUTION FROM ONE COMPUTER INSTRUCTION STREAM TO ANOTHER AND EXECUTING TRANSFER ON SATISFACTION OF THE CONDITIONS	8/30/1999	12/6/2011
	US	Granted	Patent	Granted Patent	8121828	APPARATUS FOR EXECUTING PROGRAMS FOR A FIRST COMPUTER ARCHITECTURE ON A COMPUTER OF A SECOND ARCHITECTURE	12/2/2004	2/21/2012
	US	Granted	Patent	Granted Patent	8127121	APPARATUS FOR EXECUTING PROGRAMS FOR A FIRST COMPUTER ARCHITECTURE ON A COMPUTER OF A SECOND ARCHITECTURE	9/25/2007	2/28/2012
	US	Granted	Patent	Granted Patent	8788792	APPARATUS FOR EXECUTING PROGRAMS FOR A FIRST COMPUTER ARCHITECTURE ON A COMPUTER OF A SECOND ARCHITECTURE	2/13/2012	7/22/2014
	JP	Granted	Patent	Granted Patent	5427742B ²			
	JP	Granted	Patent	Granted Patent	5520326B ²			

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Patent Portfolio

Family ID	Country	Status	Type	Publication Type	Grant No.	Title	Grant Date	Issue Date
	US	Granted	Patent	Granted Patent	7073026	MICROPROCESSOR INCLUDING CACHE MEMORY SUPPORTING MULTIPLE ACCESSES PER CYCLE	11/26/2002	7/4/2006
	KR	Granted	Patent	Granted Patent	100955722 B1			
	EP	Pending	Application	Application	1565827A 2			
	JP	Granted	Patent	Granted Patent	4425798B 2			
	TW	Granted	Patent	Granted Patent	1307476B			
	US	Granted	Patent	Granted Patent	7043616	METHOD OF CONTROLLING ACCESS TO MODEL SPECIFIC REGISTERS OF A MICROPROCESSOR	4/18/2003	5/9/2006
	US	Granted	Patent	Granted Patent	7082507	METHOD OF CONTROLLING ACCESS TO AN ADDRESS TRANSLATION DATA STRUCTURE OF A COMPUTER SYSTEM	4/18/2003	7/25/2006
	US	Granted	Patent	Granted Patent	7130977	CONTROLLING ACCESS TO A CONTROL REGISTER OF A MICROPROCESSOR	4/18/2003	10/31/2006
	US	Granted	Patent	Granted Patent	7401358	METHOD OF CONTROLLING ACCESS TO CONTROL REGISTERS OF A MICROPROCESSOR	4/18/2003	7/15/2008
	US	Granted	Patent	Granted Patent	7603550	COMPUTER SYSTEM INCLUDING A SECURE EXECUTION MODE-CAPABLE CPU AND A SECURITY SERVICES PROCESSOR CONNECTED VIA A SECURE COMMUNICATION PATH	4/18/2003	10/13/2009
	US	Granted	Patent	Granted Patent	7603551	INITIALIZATION OF A COMPUTER SYSTEM INCLUDING A SECURE EXECUTION MODE-CAPABLE PROCESSOR	4/18/2003	10/13/2009
	KR	Granted	Patent	Granted Patent	100921779 B1			
	KR	Granted	Patent	Granted Patent	100950102 B1			
	EP	Granted	Patent	Application (Duplicate)	1495394A 2			

**Advanced Silicon Technologies LLC
Patent Portfolio**

Family Id	Country	Status	Type	Publication Type	Grant No.	Title	Billing Data	Issue Date
	EP	Granted	Patent	Granted Patent	1495394B 1			
	EP	Granted	Patent	Application (Duplicate)	1495401A 2			
	EP	Granted	Patent	Granted Patent	1495401B 1			
	JP	Granted	Patent	Granted Patent	4564756B 2			
	JP	Granted	Patent	Granted Patent	4762494B 2			
	DE	Granted	Patent	Granted Patent	60322366 D1			
	FR	Granted	Patent	Granted Patent	EP149539 4			
	GB	Granted	Patent	Granted Patent	EP149539 4			
	GB	Granted	Patent	Granted Patent	EP149540 1			
	US	Granted	Patent	Granted Patent	7126600	METHOD AND APPARATUS FOR HIGH SPEED BLOCK MODE TRIANGLE RENDERING	8/1/2000	10/24/2006
	US	Granted	Patent	Granted Patent	7188261	PROCESSOR OPERATIONAL RANGE INDICATOR	4/25/2002	3/6/2007
	US	Granted	Patent	Granted Patent	7254721	SYSTEM AND METHOD FOR CONTROLLING AN INTEGRATED CIRCUIT TO ENTER A PREDETERMINED PERFORMANCE STATE BY SKIPPING ALL INTERMEDIATE STATES BASED ON THE DETERMINED UTILIZATION OF THE INTEGRATED CIRCUIT	6/7/2001	8/7/2007
	US	Granted	Patent	Granted Patent	7647513	METHOD AND APPARATUS FOR IMPROVING RESPONSIVENESS OF A POWER MANAGEMENT SYSTEM IN A COMPUTING DEVICE	7/3/2007	1/12/2010
	US	Granted	Patent	Granted Patent	7355881	MEMORY ARRAY WITH GLOBAL BITLINE SOMINO READ/WRITE SCHEME	11/22/2005	4/8/2008

**Advanced Silicon Technologies LLC
Patent Portfolio**

Priority ID	Country	Status	Type	Publication Type	Grant No.	Title	Filing Date	Issue Date
	US	Granted	Patent	Granted Patent	6823525	METHOD FOR DISPLAYING SINGLE MONITOR APPLICATIONS ON MULTIPLE MONITORS DRIVEN BY A PERSONAL COMPUTER	1/3/2001	11/23/2004
	US	Granted	Patent	Granted Patent	7356823	METHOD FOR DISPLAYING SINGLE MONITOR APPLICATIONS ON MULTIPLE MONITORS DRIVEN BY A PERSONAL COMPUTER	10/18/2004	4/8/2008
	US	Granted	Patent	Granted Patent	7366255	TIME DOMAIN ESTIMATION OF IQ IMBALANCE IN A WIRELESS OFDM DIRECT CONVERSION RECEIVER	8/4/2003	4/29/2008
	US	Granted	Patent	Granted Patent	7248637	VITERBI DECODER UTILIZING PARTIAL BACKTRACING	6/11/2003	7/24/2007
	US	Granted	Patent	Granted Patent	7382831	VITERBI DECODER UTILIZING COMPRESSED SURVIVAL METRICS FOR REDUCED MEMORY SIZE REQUIREMENTS	5/6/2004	6/3/2008
	US	Granted	Patent	Granted Patent	7707341	VIRTUALIZING AN INTERRUPT CONTROLLER	2/25/2005	4/27/2010
	US	Granted	Patent	Granted Patent	7917740	VIRTUALIZATION ASSIST FOR LEGACY X86 FLOATING POINT EXCEPTION HANDLING	2/25/2005	3/29/2011
	US	Granted	Patent	Granted Patent	7937700	SYSTEM, PROCESSOR, AND METHOD FOR INCREMENTAL STATE SAVE/RESTORE ON WORLD SWITCH IN A VIRTUAL MACHINE ENVIRONMENT	2/25/2005	5/3/2011
	US	Granted	Patent	Granted Patent	7804435	VIDEO DECODER WITH REDUCED POWER CONSUMPTION AND METHOD THEREOF	8/31/2006	9/28/2010
	US	Granted	Patent	Granted Patent	8106804	VIDEO DECODER WITH REDUCED POWER CONSUMPTION AND METHOD THEREOF	8/24/2010	1/31/2012
	US	Granted	Patent	Granted Patent	7965677	MOBILE COMPUTER WITH UNATTENDED ONLINE CONTENT PROCESSING	10/2/2007	6/21/2011
	US	Granted	Patent	Granted Patent	8156314	INCREMENTAL STATE UPDATES	10/25/2007	4/10/2012
	US	Granted	Patent	Granted Patent	8159505	SYSTEM AND METHOD FOR EFFICIENT DIGITAL VIDEO COMPOSITION	10/1/2008	4/17/2012
	US	Granted	Patent	Granted Patent	8176352	CLOCK DOMAIN DATA TRANSFER DEVICE AND METHODS THEREOF	4/16/2008	5/8/2012

**Advanced Silicon Technologies LLC
Patent Portfolio**

Family ID	Country	Status	Type	Publication Type	Grant No.	Title	Filing Date	Issue Date
	US	Granted	Patent	Granted Patent	7636803	DEVICE AND METHOD FOR TRANSFERRING DATA BETWEEN DEVICES	9/28/2006	12/22/2009
	US	Granted	Patent	Granted Patent	8195849	DEVICE AND METHOD FOR TRANSFERRING DATA BETWEEN DEVICES	11/6/2009	6/5/2012
	US	Granted	Patent	Granted Patent	8195889	HYBRID REGION CAM FOR REGION PREFETCHER AND METHODS THEREOF	3/25/2009	6/5/2012
	US	Granted	Patent	Granted Patent	8196161	PROCESSING DIGITAL TELEVISION PROGRAMS AT A RECEIVER SO AS TO PREVENT INTERCEPTION OF UNSCRAMBLED PROGRAMS	2/9/2005	6/5/2012
	US	Granted	Application	Application (Duplicate)	20060176909A1	PROCESSING DIGITAL TELEVISION PROGRAMS AT A RECEIVER SO AS TO PREVENT INTERCEPTION OF UNSCRAMBLED PROGRAMS	2/9/2005	
	US	Granted	Patent	Granted Patent	8205064	LATENCY HIDING FOR A MEMORY MANAGEMENT UNIT PAGE TABLE LOOKUP	1/26/2007	6/19/2012
	US	Granted	Patent	Granted Patent	7823766	FINANCIAL TRANSACTION SYSTEM	9/30/2005	11/2/2010
	US	Granted	Patent	Granted Patent	8387859	FINANCIAL TRANSACTION SYSTEM	9/24/2010	3/5/2013
	US	Granted	Patent	Granted Patent	8933945	DIVIDING WORK AMONG MULTIPLE GRAPHICS PIPELINES USING A SUPER-TILING TECHNIQUE	6/12/2003	1/13/2015
	EP	Granted	Application	Application (Duplicate)	1424653A ₂			
	EP	Granted	Application	Application w/ Search Report (Duplicate)	1424653A ₃			
	EP	Granted	Patent	Granted Patent	1424653B ₁			
	EP	Published	Application	Application with Search Report	2905743A ₁			
	FR	Granted	Patent	Granted Patent	EP142465 ₃			

**Advanced Silicon Technologies LLC
Patent Portfolio**

Family ID	Country	Status	Type	Publication Type	Grant No.	DOB	Filing Date	Issue Date
	GB	Granted	Patent	Granted Patent	EPI424653			
	US		Application	Application	10/061,792		3/27/1998	
	US		Application	Application	09/049,863		2/1/2002	
	US		Application	Application	10/061,671		2/1/2002	
	US				09/049,893		3/27/1998	
	US				09/716,217		11/21/2000	
	US				13/752,476		1/29/2013	
	TW				200503431		6/9/2004	
	CN				1717664		11/6/2003	10/27/2010
	CN				1647011		4/18/2003	
	CN				1647039		4/18/2003	
	US				09/432,752		11/3/1999	
	US				09/672,424		9/28/2000	
	EP				1151374		1/28/2000	

**Advanced Silicon Technologies LLC
Patent Portfolio**

Family Id	Country	Status	Type	Publication Type	Grant No.	Title	Filing Date	Issue Date
	JP				200253671 2	EXECUTING PROGRAMS FOR A FIRST COMPUTER ARCHITECTURE ON A COMPUTER OF A SECOND ARCHITECTURE	1/28/2000	
	JP				201104008 7	METHOD FOR REFERRING TO MEMORY OF COMPUTER AND COMPUTER PROGRAM	9/21/2010	
	JP				201210893 8	METHOD FOR REFERRING TO MEMORY OF COMPUTER AND COMPUTER PROGRAM	2/3/2012	
	EP				2275930	EXECUTING PROGRAMS FOR A FIRST COMPUTER ARCHITECTURE ON A COMPUTER OF A SECOND ARCHITECTURE	1/28/2000	
	EP				2320318	EXECUTING PROGRAMS FOR A FIRST COMPUTER ARCHITECTURE ON A COMPUTER OF A SECOND ARCHITECTURE	1/28/2000	
	US				11/469,326	BATTERY-POWERED DEVICE WITH REDUCED POWER CONSUMPTION AND METHOD THEREOF	8/31/2006	
	EP				2064612	VIDEO DECODER AND/OR BATTERY-POWERED DEVICE WITH REDUCED POWER CONSUMPTION AND METHODS THEREOF	8/31/2007	
	EP				2490102	VIDEO DECODER AND/OR BATTERY-POWERED DEVICE WITH REDUCED POWER CONSUMPTION AND METHODS THEREOF	8/31/2007	
	EP				2490103	VIDEO DECODER AND/OR BATTERY-POWERED DEVICE WITH REDUCED POWER CONSUMPTION AND METHODS THEREOF	8/31/2007	
	EP				2581805	VIDEO DECODER AND/OR BATTERY-POWERED DEVICE WITH REDUCED POWER CONSUMPTION AND METHODS THEREOF	8/31/2007	
	DE				60347164. 1	DIVIDING WORK AMONG MULTIPLE GRAPHICS PIPELINES USING A SUPER-TILING TECHNIQUE	11/26/2003	

Public Version

EXHIBIT B

(Confidential Settlement and Licensing Agreement Redacted)

**IN THE MATTER OF CERTAIN COMPUTING OR
GRAPHICS SYSTEMS, COMPONENTS THEREOF,
AND VEHICLES CONTAINING SAME**

337-TA-984

CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **PUBLIC ORDER NO. 49** has been served upon the **Commission Investigative Attorney, Paul Gennari, Esq.**, and the following parties as indicated on **AUG 02 2016**



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337-TA-984

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337-TA-984

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