

ATSC

Disclosure Statement and Licensing Declaration

This declaration does not represent an implied license grant

Please return to:

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ATSC

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Discloser:

Name of Participant Zenith Electronics LLC

Contact Information for Participant's Representative:

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Identification of ATSC Specification Document relevant to the Disclosure Statement:

Number A/153, Parts 1-8

Title Working Draft, ATSC-M/H

Licensing Declaration

If the Discloser is the holder of a patent and/or pending patent application that is the subject of an Essential Claim, *i.e.*, the use of which it believes would be required to implement the identified ATSC Specification Document, the Discloser hereby declares, in accordance with the Statement on ATSC Patent Policy (see ATSC website), that (check one box only).

a. The Discloser agrees to make a license to the Essential Claim available without compensation upon request to all applicants for the purpose of implementing the Specification Document, which license may be conditioned upon license reciprocity with respect to the same Specification Document. Negotiations are left to the parties concerned and are performed outside of ATSC.

Mark here __ if the Discloser's willingness to license is conditioned on reciprocity for the above ATSC Standard.

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b. The Discloser agrees to make a license to the Essential Claim available upon request under reasonable and nondiscriminatory terms and conditions to all applicants for the purpose of implementing the Specification Document, which conditions may include license reciprocity with respect to the same Specification Document. Negotiations are left to the parties concerned and are performed outside of ATSC.

Mark here __ if the Discloser's willingness to license is conditioned on reciprocity for the above ATSC Standard.

c. The Discloser will not make a license to the Essential Claim under reasonable and nondiscriminatory terms and conditions to applicants for the purpose of implementing the Specification Document.

Without Compensation: The phrase "without compensation" does not mean that the Discloser is waiving all of its rights with respect to each patent or patent application that is the subject matter of the Essential Claim. Rather, "without compensation" refers to the issue of monetary compensation; *i.e.*, that the Discloser will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Discloser in this situation is committing to not charging any monetary amount, the Discloser is still entitled to require that the implementer of the ATSC Specification Document sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, *etc.*

Reciprocity: As used herein, the word "reciprocity" means that the Discloser shall only be required to license any prospective licensee under the stated terms (without compensation or under reasonable and nondiscriminatory terms and conditions) if such prospective licensee will commit to license its patent(s) or patent application(s) forming the subject matter of an Essential Claim under similar (without compensation or under reasonable and nondiscriminatory) terms and conditions.

Disclosure of Patents

In accordance with Sections 3 and 4 of the ATSC Patent Policy, please identify each patent or patent application forming the subject matter of any Potential Claim of which any Representative of the Discloser who is active in an ATSC technology group or specialist group has actual personal knowledge. The Discloser, in good faith, believes that the Potential Claim may be relevant to the implementation of the Specification Document identified by this Disclosure Statement.

No.	Patent / Application No. and Country	Patent/Applicaton Holder	Status [Granted/ Pending]
1	(US) 6,996,133	Zenith	granted
	(AR) 029062 B1	Zenith	granted
	(BR) PI0110135-8	Zenith	pending
	(CA) 2406136	Zenith	pending
	(CL) 43.014	Zenith	granted
	(CN) ZL 01808154.71	Zenith	granted
	(CO) 02-091.937	Zenith	pending
	(HK) 1055862	Zenith	granted
	(KR) 073448	Zenith	granted
	(MX) 240636	Zenith	granted
	(TW) NI-166227	Zenith	granted
(VE) 807-2001	Zenith	pending	
2	(US) 11/076,560	Zenith	pending
3	(US)2007-930,746	Zenith	pending
	(US)2007-931,104	Zenith	pending
	(US)2007-931,224	Zenith	pending
	(US)2007-931,257	Zenith	pending
	(US)2007-931,269	Zenith	pending
	(US)2007-931,323	Zenith	pending
	(US)2007-931,357	Zenith	pending
	(US)2007-931,504	Zenith	pending

Normatively Referenced Documents

No.	Patent / Application No. and Country	Patent/Applicaton Holder	Status [Granted/ Pending]
1	(US)RE 36992	Zenith	granted
	(BE)556306	Zenith	granted
	(CA)2095435	Zenith	granted
	(DE)69121902.8	Zenith	granted
	(FR)556306	Zenith	granted
	(GB)556306	Zenith	granted
	(JP)3098028	Zenith	granted
	(KR)119736	Zenith	granted
	(NL)556306	Zenith	granted
	(SE)556306	Zenith	granted
2	(US)5416524	Zenith	granted
3	(US)5534938	Zenith	granted
4	(US)5598220	Zenith	granted
5	(US)5600677	Zenith	granted
6	(US)5602595	Zenith	granted
	(AR)1566	Zenith	granted
	(BR)9607071-4	Zenith	granted
	(CA)2207003	Zenith	granted
	(CN)96191365.7	Zenith	granted
	(CO)25850	Zenith	granted
	(HK)1003406	Zenith	granted
	(JP)3219773	Zenith	granted
	(KR)313653	Zenith	granted
	(MX)202505	Zenith	granted
	(VE)559-96	Zenith	granted
7	(US)5619269	Zenith	granted
8	(US)5636251	Zenith	granted
9	(US)5677911	Zenith	granted

	(CA)2180245	Zenith	granted
	(CN)94194755.6	Zenith	granted
	(JP)3258022	Zenith	granted
	(KR)264624	Zenith	granted
	(MX)201976	Zenith	granted
	(TW)255088	Zenith	granted
10	(US)5802107	Zenith	granted
	(CA)2266477	Zenith	granted
	(CN)97197911.1	Zenith	granted
	(HK)1021101	Zenith	granted
	(KR)540316	Zenith	granted
	(MX)210311	Zenith	granted
	(RU)2196390	Zenith	granted
	(SG)61249	Zenith	granted
	(VN)2486	Zenith	granted
11	(US)5987070	Zenith	granted
12	(US)5406587	Zenith	granted
13	(US)5629958	Zenith	granted
	(BR)9508262-0	Zenith	granted
	(CA)2194354	Zenith	granted
	(CN)95193982.3	Zenith	granted
	(JP)3386136	Zenith	granted
	(KR)274288	Zenith	granted
	(MX)196500	Zenith	granted

Disclosure of Information

In accordance with Sections 3 and 4 of the ATSC Patent Policy, if the Discloser has made a licensing declaration under paragraph (c) above, please provide the following information.

- an identification of each patent or patent application that is the subject matter of the Essential Claim;
- an identification of specific section(s) or text of the Specification Document that are relevant to the Essential Claim; and
- an identification of each patent or patent application claim covering the Specification Document.

This information is informal in nature and does not constitute a legal opinion, but should be based on "good faith and belief" of the Discloser. Information provided in this section does not represent a formal "notice" that implementation of any resulting ATSC Standard or Recommended Practice would infringe any patent or patent application for the Essential Claim.

1. *Numbering is based on the Patent Family.*
2. *In good faith, Zenith is disclosing all of the patents as in the list above that have possibly potential claims relevant to the ATSC M/H working draft presently discussed.*

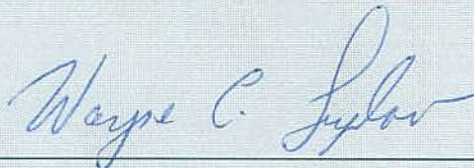
Completed By:

Name of Participant Zenith Electronics LLC

Name of Representative Wayne Luplow

Title of Representative Vice President, HDTV Standards & Promotion

Signature



Place, Date

Lincolnshire, IL U.S.A.

October 2, 2008