



QUALCOMM Incorporated

5775 Morehouse Drive
San Diego, CA 92121-1714
(858) 587-1121

www.qualcomm.com

November 20, 2008

Via Federal Express and Email

President
ATSC
1750 K Street NW
Washington, D.C. 20006
(Facimile): 202-872-9161

Re: QUALCOMM Incorporated's IPR Declaration of November 20, 2008 for
ATSC Specification No. ATSC M/H A:153 Entitled: Mobile/Handheld Digital Television Standard

Dear Sir:

Enclosed please find Qualcomm Incorporated's IPR Disclosure Statement and Licensing Declaration for ATSC specification no. ATSC M/H A:153 entitled Mobile/Handheld Digital Television Standard. This declaration which includes foreign equivalent applications/patents should replace Qualcomm's IPR declaration made November 18, 2008 to the above referenced ATSC specification. Qualcomm would appreciate it if ATSC would update their records with this updated version

Please confirm receipt of this declaration at your earliest convenience via email to syoung@qualcomm.com. If you have any questions or concerns, please contact me directly at 858-658-4851. Thank you for your time and assistance with this matter.

Sincerely,

Stephanie F. Young
Sr. Manager
Intellectual Property Administration
QUALCOMM Incorporated

ATSC

Disclosure Statement and Licensing Declaration

This declaration does not represent an implied license grant

Please return to:

President
ATSC
1750 K Street NW
Suite 1200
Washington, DC 20006
202-872-9160 – Office
202-872-9161 - Fax

Discloser:

Name of Participant: QUALCOMM Incorporated

Contact Information for

Participant's Representative: Thomas R. Rouse, VP, Chief Patent Counsel

Name of Representative: Thomas R. Rouse, VP, Chief Patent Counsel

Address: 5775 Morehouse Drive, San Diego, CA 92121

Tel. No.: 858-651-6732

Fax: 858-658-2503

Email: trouse@qualcomm.com

URL (optional): www.qualcomm.com

Identification of ATSC Specification Document relevant to the Disclosure Statement:

Number: ATSC M/H A:153: S4-130r9 (aka Part 1); S4-131r8 (aka Part 2); S4-132r6 (aka Part 3); S4-133r4 (aka Part 4); S4-134r3 (aka Part 5); S4-135r8 (aka Part 6); S4-136r1 (aka Part 7); S4-137r4 (aka Part 8)

Title: ATSC M/H A:153: Mobile/Handheld Digital Television Standard

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.

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/Application Holder	Status [granted/pending]
1	PI0706744-5 Brazil 2637048 Canada 0220-2007 Chile 200780003601.6 China 07710341.4 European Patent 3575/CHENP/2008 India PENDING Japan 2008-7021061 Korea Republic of (KR) 2008134882 Russian Federation 200804972-8 Singapore 096103236 Taiwan 0701000400 Thailand 11/612,450 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending
2	PI0618341-7 Brazil 2628616 Canada 200680050646.4 China 06839779.3 European Patent 942/MUMNP/2008 India 2008-540332 Japan 2008-7013860 Korea Republic of (KR) 2008122983 Russian Federation PENDING Singapore 11/270,165 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending

3	PI0618340-9 Brazil 2628464 Canada 200680050525.X China 06839780.1 European Patent 936/MUMNP/2008 India 2008-540333 Japan 2008-7013604 Korea Republic of (KR) 2008122932 Russian Federation 200803504-0 Singapore 11/270,210 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending
4	PI0615809-9 Brazil 2622144 Canada 200680041815.8 China 06803405.7 European Patent 558/MUMNP/2008 India 2008-531244 Japan 2008-7008793 Korea Republic of (KR) 2008114383 Russian Federation 200801964-8 Singapore 095133703 Taiwan 11/270,372 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending
5	PI0615806-4 Brazil 2622140 Canada 200680040400.9 China 06803404.0 European Patent 554/MUMNP/2008 India 2008-531243 Japan 2008-7008204 Korea Republic of (KR) 2008114384 Russian Federation 200801963-0 Singapore 095133705 Taiwan 11/270,166 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending
6	PI0610990-0 Brazil 2606561 Canada 200680023341.4 China 06759158.6 European Patent 2001/MUMNP/2007 India 2008-510260 Japan 2007-7028342 Korea Republic of (KR) PI20062087 Malaysia 2007145053 Russian Federation 200717452-7 Singapore 095116087 Taiwan 11/139,302 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending

7	PI0609753-7 Brazil 2604001 Canada 200680019636.4 China 06740616.5 European Patent 08110164.1 Hong Kong 1708/MUMNP/2007 India 2008-505518 Japan 2007-7025768 Korea Republic of (KR) 2007141177 Russian Federation 200716702-6 Singapore 095112570 Taiwan 11/392,291 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending
8	PI060103933 Argentina PI0615569-3 Brazil 2621680 Canada 200680040410.2 China 06803088.1 European Patent 489/MUMNP/2008 India 2008-530188 Japan 2008-7008375 Korea Republic of (KR) 2008113395 Russian Federation 200801910-1 Singapore 095133322 Taiwan 0601004321 Thailand 11/270,199 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending
9	PI0406882-3 Brazil 200480004398.0 China 04704474.8 European Patent 06105999.4 Hong Kong 1665/CHENP/2005 India 169737 Israel 2006-501115 Japan 2005-7013505 Korea Republic of (KR) 260941 Mexico 10/748,603 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Granted Pending
10	PI 0618342-5 Brazil 2628664 Canada 200680050524.5 China 06839781.9 European Patent 937/MUMNP/2008 India 2008-540334 Japan PENDING Korea Republic of (KR) 2008122963 Russian Federation 200803502-4 Singapore 11/270,167 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending
11	PCT/US2008/70609 Patent Cooperation Treaty 12/176,376 United States of America	QUALCOMM Incorporated	Pending Pending

12	PCT/US2008/067786 Patent Cooperation Treaty 12/143,103 United States of America	QUALCOMM Incorporated	Pending Pending
13	PCT/US2008/059312 Patent Cooperation Treaty 097112431 Taiwan 12/060,789 United States of America	QUALCOMM Incorporated	Pending Pending Pending
14	PCT/US2008/057941 Patent Cooperation Treaty 097110224 Taiwan 12/051,218 United States of America	QUALCOMM Incorporated	Pending Pending Pending
15	PCT/US2008/057934 Patent Cooperation Treaty 097110217 Taiwan 12/051,209 United States of America	QUALCOMM Incorporated	Pending Pending Pending
16	PCT/US2008/056308 Patent Cooperation Treaty 097108243 Taiwan 11/683,343 United States of America	QUALCOMM Incorporated	Pending Pending Pending
17	PCT/US2007/084727 Patent Cooperation Treaty 11/940,122 United States of America	QUALCOMM Incorporated	Pending Pending
18	PCT/US2007/083808 Patent Cooperation Treaty 096141953 Taiwan 11/734,640 United States of America	QUALCOMM Incorporated	Pending Pending Pending
19	P060104240 Argentina 2586-2006 Chile PENDING China 06815726.2 European Patent 704/MUMNP/2008 India 2008-533617 Japan 2008-7009996 Korea Republic of (KR) 095135836 Taiwan 0601004755 Thailand 11/527,306 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending
20	P060103953 Argentina PI0615808-0 Brazil 2622309 Canada 200680040616.5 China 06814606.7 European Patent 561/MUMNP/2008 India 2008-531287 Japan 2008-7008811 Korea Republic of (KR) 2008114342 Russian Federation 200801962-2 Singapore 095132748 Taiwan 0601004369 Thailand 11/270,370 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending

25	P040102442 Argentina 2004300912 Australia PI0412398-0 Brazil 2531502 Canada 200480019592.6 China 04777742.0 European Patent 07112483.2 Hong Kong 94/CHENP/2006 India 172931 Israel 2006-518892 Japan 2006-7000456 Korea Republic of (KR) PA/A/2006/000150 Mexico 1-2006-500081 Philippines 2006103630 Russian Federation 200600085-5 Singapore 093120523 Taiwan 092128 Thailand 10/615,882 United States of America 1-2006-00179 Vietnam	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending
26	3368-2006 Chile 200680045118.X China 06850225.1 European Patent 4510/DELNP/2008 India 2008-543596 Japan 2008-7015974 Korea Republic of (KR) 095145052 Taiwan 11/564,753 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending
27	2565792 Canada 200580022307.0 China 05743097.7 European Patent Pending European Patent 07112350.2 Hong Kong 6852/DELNP/2006 India 2007-51135 Japan 808032 Korea Republic of (KR) PI20051965 Malaysia 094114413 Taiwan 100083 Thailand 11/120,584 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Granted Pending Pending Pending Pending

29	2565672 Canada 200580019264.0 China 05753001.6 European Patent 07109941.4 Hong Kong 6847/DELNP/2006 India 2007-511538 Japan 2006-7025555 Korea Republic of (KR) 11/122,493 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending
30	2565564 Canada 1026-2005 Chile 200580022395.4 China 05745231.0 European Patent 07122090.7 Hong Kong 6635/DELNP/2006 India 2007-511495 Japan 2006-7025270 Korea Republic of (KR) PI20051951 Malaysia 094114327 Taiwan 100082 Thailand 11/116,891 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending
31	200680051215.X China 06851186.4 European Patent 4852/DELNP/2008 India 2008-542526 Japan 2008-7015268 Korea Republic of (KR) PCT/US2006/061214 Patent Cooperation Treaty 095143426 Taiwan 11/561,310 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending

33	2006223207 Australia PI0607626-2 Brazil 2600483 Canada 200680014639.9 China 06737926.3 European Patent 08108723.9 Hong Kong 1550/MUMNP/2007 India W-00200703436 Indonesia 185821 Israel 2008-501013 Japan 2007-7022550 Korea Republic of (KR) MX/a/2007/011101 Mexico 561389 New Zealand 20075138 Norway 1-2007-501965 Philippines 2007137515 Russian Federation 200706644-2 Singapore 095108012 Taiwan 200711174 Ukraine 11/139,130 United States of America 1-2007-02071 Vietnam	QUALCOMM Incorporated	Pending Pending
34	2006223191 Australia PI0609288-8 Brazil 2600680 Canada 200680013392.9 China 06738049.3 European Patent 08108053.9 Hong Kong 1553/MUMNP/2007 India W-00200703437 Indonesia 185883 Israel 2008-501030 Japan 2007-7023249 Korea Republic of (KR) MX/a/2007/011092 Mexico 561315 New Zealand 20075076 Norway 1-2007-501964 Philippines 200706746-5 Singapore 200711173 Ukraine 11/369,465 United States of America 1-2007-02048 Vietnam	QUALCOMM Incorporated	Pending Pending

35	2006223128 Australia PI0609238-1 Brazil 2600785 Canada 200680015190.8 China 06738093.1 European Patent 08108344.8 Hong Kong PENDING India W-00200702940 Indonesia 185792 Israel 2008-501046 Japan 2007-7023111 Korea Republic of (KR) MX/a/2007/011085 Mexico 561314 New Zealand 20075079 Norway 1-2007-501963 Philippines 2007137480 Russian Federation 200706623-6 Singapore 095108156 Taiwan 200711181 Ukraine 11/369,464 United States of America 1-2007-02059 Vietnam	QUALCOMM Incorporated	Pending Pending
36	2005267858 Australia PI0513884-1 Brazil 2575331 Canada 200580033421.3 China 05776944.0 European Patent 08101672.5 Hong Kong 789/DELNP/2007 India 181004 Israel 2007-523851 Japan 2007-7004452 Korea Republic of (KR) MX/a/2007/001164 Mexico 1-2007-500267 Philippines 2007107399 Russian Federation 129579 Singapore 094125878 Taiwan 11/186,153 United States of America 1-2007-00441 Vietnam	QUALCOMM Incorporated	Pending Pending

37	2002342014 Australia PI0213214-1 Brazil 2463542 Canada 02823862.1 China 02776178.2 European Patent 05108328.1 Hong Kong 739/CHENP/2004 India W-00200400915 Indonesia 161312 Israel 2003-535411 Japan 2004-7005321 Korea Republic of (KR) 257252 Mexico 2333608 Russian Federation 103676 Singapore I256223 Taiwan 7,352,868 United States of America	QUALCOMM Incorporated	Granted Pending Pending Pending Pending Pending Pending Pending Pending Pending Granted Granted Granted Granted Granted
38	12/122,897 United States of America	QUALCOMM Incorporated	Pending
39	11/373,613 United States of America	QUALCOMM Incorporated	Pending
40	11/158,662 United States of America	QUALCOMM Incorporated	Pending
41	6,760,772 United States of America	QUALCOMM Incorporated	Pending Granted
42	10/282,797 United States of America	QUALCOMM Incorporated	Pending
43	Pennding China Pending European Patent Pending India 2008-550489 Japan Pending Korea Republic of (KR) PCT/US2007/069787 Patent Cooperation Treaty 096118893 Taiwan 11/566,145 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending
44	Pending China Pending European Patent Pending India Pending Japan Pending Korea Republic of (KR) 096120911 Taiwan 11/612,986 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending
45	PENDING China PENDING European Patent PENDING India PENDING Japan PENDING Korea Republic of (KR) 096118574 Taiwan 11/440,539 United States of America	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending

46	11/298,279 United States 3207-2005 Chile P050105166 Argentina 094143685 Taiwan 2590863 Canada 200580046696.0 China 05853681.4 European Patent 08104100.1 Hong Kong 955/MUMNP/2007 India 2007-545698 Japan 2007-7015524 Korea Republic of (KR)	QUALCOMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending
47	Pending Canada Pending Brazil 07759741.7 European Patent 2160/MUMNP/2008 India Pending Japan 2008-7025166 Korea Republic of (KR) Pending Russian Federation 200807023-7 Singapore 200780010643.2 China 11/562,360 United States of America 0825-2007 Chile 096111045 Taiwan 0701001488 Thailand P070101327 Argentina	QUALCOMMM Incorporated	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending

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.

Completed By:

Name of Participant: QUALCOMM Incorporated

Name of Representative: Thomas R. Rouse

Title of Representative: VP, Chief Patent Counsel

Signature: 

Place, Date: San Diego, CA November 20, 2008