

SETTLEMENT AGREEMENT

This Agreement is entered into effective this ___ day of _____ 2001, by and between Sharp Kabushiki Kaisha, alt/a Sharp Corporation ("SHARP"), a corporation of Japan having a principal place of business located at 22-22 Nagaike-Cho, Abeno-Ku, Osaka 545-8522, Japan, and Blaupunkt GmbH ("BLAUPUNKT"), a corporation of Germany having a principal place of business located at Robert-Bosch-Straße 200, D-31139 Hildesheim, Germany.

WHEREAS, SHARP is the owner of the trademark SHARP as well as a "family" of related SHARP trademarks used in the sale of a wide variety of electrical and/or electronic products and components;

WHEREAS, BLAUPUNKT has filed an application for Federal registration of the mark SHARX, U.S. Trademark Application Serial No. 75/337,699, for use in connection with "mobile communication equipment and radio sets, namely, car radios and their components";

WHEREAS, SHARP has filed an Opposition to the registration of BLAUPUNKT's mark, Opposition No. 114,519;

WHEREAS, SHARP and BLAUPUNKT wish to prevent any mistake, confusion, or mislead consumers in the belief that BLAUPUNKT's goods are manufactured by, affiliated with, or sponsored by SHARP, or that SHARP's goods are manufactured by, affiliated with, or sponsored by BLAUPUNKT, when in fact they are not; and

WHEREAS, SHARP and BLAUPUNKT wish to avoid any potential likelihood of confusion, and further, wish to resolve the Opposition amicably.

NOW, THEREFORE, in consideration of the mutual promises set forth herein,

and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. BLAUPUNKT agrees that it has not and will not use the mark SHARX, or any other mark confusingly similar thereto or to the SHARP mark, in connection with car radios *per se*, but, rather, will use the mark SHARX only as an identifier of a technical feature for a car radio tuner. BLAUPUNKT shall be permitted to use SHARX only as set forth above and in prospectuses, advertisements, packaging for the related apparatus and on the apparatus itself to identify the technical feature.

2. BLAUPUNKT shall amend its pending application to recite in the identification of goods: CAR RADIO TUNERS.

3. Upon notification that the identification of goods in BLAUPUNKT's application has been entered, SHARP will withdraw the Opposition without prejudice.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereby sign this Agreement as of the date and year first written above.

SHARP KABUSHIKI KAISHA
A/T/A SHARP CORPORATION

Date: _____

By: _____

BLAUPUNKT GMBH

Date: 9.5.2001

By: _____

Wolf-Henning Scheider

Otto Mayer