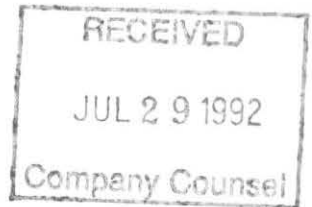


SULLIVAN & CROMWELL

NEW YORK TELEPHONE (212) 558-4000
TELEX 62694 (INTERNATIONAL) 127816 (DOMESTIC)
CABLE ADDRESS LADYCOURT, NEW YORK
FACSIMILE (212) 558-3588 (125 BROAD STREET)
(212) 558-3792 (250 PARK AVENUE)



125 Broad Street, New York 10004

250 PARK AVENUE, NEW YORK 10177
1701 PENNSYLVANIA AVE., N.W., WASHINGTON, D.C. 20006
444 SOUTH FLOWER STREET, LOS ANGELES 90071
8, PLACE VENDÔME, 75001 PARIS
ST. OLAVE'S HOUSE, 98 IRONMONGER LANE, LONDON EC2V 8EY
140 WILLIAM STREET, MELBOURNE 3000
2-1, MARUNOUCHI 1-CHOME, CHIYODA-KU, TOKYO 100

July 28, 1992

Securities and Exchange Commission,
450 Fifth Street, N.W.,
Washington, D.C. 20549.

Re: Philips Electronics N.V.;
North American Philips Corporation;
Lockheed Corporation and
Lockheed Sanders, Inc.

Gentlemen:

Enclosed on behalf of Philips Electronics N.V., a corporation organized under the laws of The Netherlands, North American Philips Corporation, a Delaware corporation, Lockheed Corporation, a Delaware corporation and Lockheed Sanders, Inc., a Delaware corporation, for filing pursuant to Section 13(d) under the Securities Exchange Act of 1934, as amended, and Rule 13d-1(a) promulgated thereunder, please find six (6) copies, including exhibits, of a Statement on Schedule 13D relating to the Common Stock of Mediagenic, a California corporation (the "Company"), and a check payable to the order of the Securities and Exchange Commission in the amount of \$100 in payment of the filing fee. One of the enclosed copies has been manually signed and numbered sequentially from the first page through the last page and the total number of pages contained in such copy has been set forth on the cover thereof.

One copy of the enclosed Schedule 13D, including exhibits, is being sent today to the Company at its principal executive offices.

Any questions regarding the enclosed Schedule 13D should be addressed to Kevin Miller of this firm at (212) 558-3420.

Please acknowledge your receipt of the enclosed materials by stamping the enclosed copy of this letter and returning it to the waiting messenger.

Very truly yours,



Robert W. Downes

(Enclosures)

cc: Brian Kelly
(Mediagenic)

Kenneth L. Henderson
(Robinson Silverman Pearce
Aronsohn & Berman)

Carol R. Marshall
(Lockheed Corporation)

Roger K. Hoover
(Lockheed Sanders, Inc.)

SCHEDULE II

A. Members of the Board of Directors
and Executive Officers of Lockheed Corporation

Name: D. M. Tellep
Business Address: Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director and Chairman of the
Board and Chief Executive
Officer
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
**Principal Business
of Employer:** Manufacturing
Citizenship: U.S.A.

Name: V. N. Marafino
Business Address: Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director and Vice Chairman of
the Board and Chief Financial
and Administrative Officer
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
**Principal Business
of Employer:** Manufacturing
Citizenship: U.S.A.

Name: V. D. Coffman
Business Address: Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Executive Vice President
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
**Principal Business
of Employer:** Manufacturing
Citizenship: U.S.A.

Name: Warren Christopher
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: O'Melveny & Myers
Employer's Address: 400 South Hope Street
Los Angeles, CA 90071-2899
**Principal Business
of Employer:** Law Firm
Citizenship: U.S.A.

Name: L. M. Cook
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: ARCO
Employer's Address: 515 South Flower Street
Los Angeles, CA 90071
**Principal Business
of Employer:** Integrated petroleum, coal,
and chemical
Citizenship: U.S.A.

Name: Houston I. Flournoy
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: University of Southern
California
Employer's Address: 1201 "J" Street
Sacramento, CA 95814
**Principal Business
of Employer:** Education
Citizenship: U.S.A.

Name: J. F. Gibbons
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: Stanford University
Employer's Address: Stanford, CA 94305
**Principal Business
of Employer:** Education
Citizenship: U.S.A.

Name: R. G. Kirby
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: The Capital Group Partners
L.P.
Employer's Address: 333 South Hope Street
Los Angeles, CA 90071
**Principal Business
of Employer:** Investment Management
Citizenship: U.S.A.

Name: L. O. Kitchen
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: Retired
Employer's Address: N/A
**Principal Business
of Employer:** N/A
Citizenship: U.S.A.

Name: J. J. Pinola
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: Retired
Employer's Address: N/A
**Principal Business
of Employer:** N/A
Citizenship: U.S.A.

Name: D. S. Potter
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: Retired
Employer's Address: N/A
**Principal Business
of Employer:** N/A
Citizenship: U.S.A.

Name: Frank Savage
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: Equitable Capital Management Corp.
Employer's Address: 1285 Avenue of the Americas
New York, N.Y. 10019
Principal Business of Employer: Investment Advisor
Citizenship: U.S.A.

Name: C. A. H. Trost
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: Retired
Employer's Address: N/A
Principal Business of Employer: N/A
Citizenship: U.S.A.

Name: J. R. Ukropina
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: O'Melveny & Myers
Employer's Address: 400 South Hope Street
Los Angeles, CA 90071-2899
Principal Business of Employer: Law Firm
Citizenship: U.S.A.

Name: D. C. Yearley
Business Address: c/o Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Director
Employer: Phelps Dodge Corporation
Employer's Address: 2600 North Central Avenue
Phoenix, AZ 85004
Principal Business of Employer: Copper Producer
Citizenship: U.S.A.

Name: K. W. Canestra
Business Address: c/o Lockheed Aeronautical Systems Company
86 South Cobb Drive
Marietta, GA 30063
Principal Occupation: Group President-Aeronautical Systems
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Business of Employer: Manufacturing
Citizenship: U.S.A.

Name: J. N. McMahon
Business Address: c/o Lockheed Missiles & Space Company, Inc.
111 Lockheed Way
Sunnyvale, CA 94088
Principal Occupation: Group President-Missiles and Space Systems
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Business of Employer: Manufacturing
Citizenship: U.S.A.

Name: V. P. Peline
Business Address: c/o Lockheed Sanders, Inc.
65 Spit Brook Road
Nashua, NH 03061-2050
Principal Occupation: Group President-Electronic Systems
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Business of Employer: Manufacturing
Citizenship: U.S.A.

Name: R. B. Young, Jr.
Business Address: c/o Lockheed Engineering & Sciences Company, Inc.
2625 Bay Area Boulevard
Houston, TX 77058
Principal Occupation: Group President-Technology Services
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Business of Employer: Manufacturing
Citizenship: U.S.A.

Name: C. R. Marshall
Business Address: Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Vice President-Secretary and Assistant General Counsel
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Business of Employer: Manufacturing
Citizenship: U.S.A.

Name: A. G. Van Schaick
Business Address: Lockheed Corporation
4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Occupation: Vice President and Treasurer
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Business of Employer: Manufacturing
Citizenship: U.S.A.

B. Members of the Board of Directors
and Executive Officers of Lockheed Sanders, Inc.

Name: V. P. Peline
Business Address: Lockheed Sanders, Inc.
65 Spit Brook Road
Nashua, NH 03061-0868
Principal Occupation: Director and Chairman of the Board
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Business of Employer: Manufacturing
Citizenship: U.S.A.

Name: J. R. Kreick
Business Address: Lockheed Sanders, Inc.
65 Spit Brook Road
Nashua, NH 03061-0868
Principal Occupation: Director and President
Employer: Lockheed Sanders, Inc.
Employer's Address: 65 Spit Brook Road
Nashua, NH 03061-0868
Principal Business of Employer: Electronics
Citizenship: U.S.A.

Name: V. N. Marafino
Business Address: c/o Lockheed Sanders, Inc.
65 Spit Brook Road
Nashua, NH 03061-868
Principal Occupation: Director
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
Principal Business of Employer: Manufacturing
Citizenship: U.S.A.

Name: W. T. Vinson
Business Address: c/o Lockheed Sanders, Inc.
65 Spit Brook Road
Nashua, NH 03061-868
Principal Occupation: Director
Employer: Lockheed Corporation
Employer's Address: 4500 Park Granada Boulevard
Calabasas, CA 91399
**Principal Business
of Employer:** Manufacturing
Citizenship: U.S.A.

Name: R. A. Reed
Business Address: Lockheed Sanders, Inc.
65 Spit Brook Road
Nashua, NH 03061-868
Principal Occupation: Executive Vice President
Employer: Lockheed Sanders, Inc.
Employer's Address: 65 Spit Brook Road
Nashua, NH 03061-868
**Principal Business
of Employer:** Electronics
Citizenship: U.S.A.

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Exhibit</u>	<u>Page</u>
(a)	Agreement, having an effective date of January 27, 1972, by and between the Magnavox Company and Sanders Associates, Inc.	
(b)	Letter, dated July 23, 1991, from Thomas M. Hafner, Vice President and General Counsel of Philips Consumer Electronics Company, a division of NAPC to Roger K. Hoover, General Counsel of Sanders	
(c)	Amended and Restated Articles of Incorporation of Mediagenic	
(d)	Text of Amendment to the Restated Bylaws of Mediagenic	
(e)	Filing Agreement, dated July 22, 1992, Philips, NAPC, Lockheed and Sanders	

Exhibit (a)

A G R E E M E N T

AGREEMENT, having an effective date of January 27, 1972, by and between THE MAGNAVOX COMPANY (hereinafter called "Magnavox"), a corporation of the State of Delaware, having an office at 1700 Magnavox Way, Fort Wayne, Indiana, and SANDERS ASSOCIATES, INC. (hereinafter called "Sanders"), a corporation of the State of Delaware having an office at Daniel Webster Highway South, Nashua, New Hampshire,

WITNESSETH:

WHEREAS, SANDERS has developed apparatus, and has patents and patent applications directed thereto, for use with standard monochrome and color television receivers and other television type displays, which enables such receivers and displays to be used as entertainment devices;

WHEREAS, MAGNAVOX desires to acquire certain rights with respect to such patents and patent applications; and

WHEREAS, MAGNAVOX and SANDERS have entered into an Agreement dated March 3, 1971, granting certain rights to MAGNAVOX:

NOW, THEREFORE, in consideration of the covenants herein contained, MAGNAVOX and SANDERS hereby agree as follows:

*John H. ...
S. J. ...*

ARTICLE I.

The Agreement of March 3, 1971, between MAGNAVOX and SANDERS is replaced in its entirety by this Agreement when this Agreement becomes effective.

ARTICLE II.

DEFINITIONS.

For the purposes of this Agreement, the following terms are defined:

SECTION 1. The term "subsidiary" shall mean any corporation (which term includes any legal entity similar to a corporation), or other kind of business organization, in which MAGNAVOX or SANDERS, as the case may be, now or hereafter has a "controlling interest." "Controlling interest" means, in the case of a corporation, direct or indirect ownership or control by MAGNAVOX or SANDERS, as the case may be, of that number of the shares thereof representing the right to elect a majority of the directors of the corporation, or persons performing similar functions; and, in the case of any other kind of business organization, it means that direct or indirect ownership or control of the capital thereof, or other interest therein, by or through which MAGNAVOX or SANDERS, as the case may be, exercises, or has the power to exercise, in any manner, directly or indirectly, control or direction thereof.

J. J. [Signature]

SECTION 2. The term "Licensed Applications" shall mean the patent applications listed below:

	Serial No. 126,966	filed March	22, 1971	
	Serial No. 828,154	filed May	27, 1969	
	Serial No. 851,865	filed August	21, 1961	1969
	Serial No. 62,691	filed August	10, 1970	
3,737,566	Serial No. 96,033	filed December	8, 1970	
2	Serial No. 154,162	filed June	17, 1971	

and any and all divisions and continuations of such applications.

SECTION 3. The term "Licensed Patents" shall mean Patents 3,497,829; 3,599,221; and any and all United States patents which issue at any time on any of the Licensed Applications, any and all foreign patents corresponding to such United States patents and any and all foreign patents which issue at any time on any of the Licensed Applications, any and all foreign patents corresponding to such United States Patents and any and all foreign patents which issue at any time on any foreign patent applications corresponding to the Licensed Applications, and any and all reissues, divisions, continuations, extensions of any such patents or applications.

SECTION 4. The term "Licensed Product" shall mean the apparatus and methods and improvements thereof covered by Licensed Patents and Licensed Applications with such coverage being determined by and to the extent of that provided by the law of the country of Licensed Patent issuance and in accordance with Article V, Section 3 hereunder, for the generation, display,

John A. Melson
Ed. Rosal

control, manipulation, and use of symbols or geometric figures on cathode ray tubes such as those of conventional monochrome and color television receivers or other television type displays for all purposes including the playing of games by one or more individuals, said apparatus being separate units or incorporated in whole or in part as an integral part of such television receivers or television type displays.

ARTICLE III.

LICENSES AND RIGHTS.

SANDERS hereby grants to MAGNAVOX, subject to the reservations and conditions set forth herein, a sole and exclusive license, with the sole and exclusive right to sublicense, under the Licensed Patents and Licensed Applications, and under any and all United States and foreign patents (and any and all reissues, divisions, continuations, and extensions thereof) which issue at any time on any improvements made by SANDERS ~~at any time during the term of this Agreement~~ with respect to the Licensed Products to make, have made, use, sell, and lease the Licensed Product in all countries of the world.

SANDERS hereby warrants that it has the right to grant the License herein granted to MAGNAVOX.

ARTICLE IV.

MAGNAVOX' RIGHT TO SUBLICENSE.

MAGNAVOX' exclusive right to grant sublicenses to others to make, have made, use, and sell the Licensed Product

Handwritten signature: J. S. Sanders

on a world-wide basis is in effect only as long as the license to Magnavox is not converted to non-exclusive in accordance with the terms of this Agreement and is further subject to the following terms and conditions:

- (a) If MAGNAVOX has not secured at least one non-United States sublicensee with terms calling for payments equal to at least one-half (1/2) of: the payments to be made by MAGNAVOX under Article V, Sections 1 and 2; the minimum royalty payments under Article VI; and the unit royalty rates under Article V, Section 3; or if MAGNAVOX does not have total export and/or local foreign sales and/or sublicensee sales of a sufficient quantity to generate in total the minimum royalty schedules set forth for the United States, then SANDERS will have the right to license others under foreign patents to make, have made, use, and sell in foreign countries without accounting to MAGNAVOX after December 31, 1974.
- (b) If MAGNAVOX has met the conditions of Paragraph (a) of this Article, then it will have another year in which to seek on an exclusive basis foreign sublicensees. SANDERS will have the right to license non-United States licensees under foreign patents after ^{February 15, 1976} ~~December 31, 1974~~, if the conditions in Paragraph (a) of this Article are not met and, if they are met, after December 31, 1975; provided that as long as MAGNAVOX

*Added
to the list*

*12/23/75
Present
- changed to
Mar 1, 1976
by sub. 2/26/76*

*For a
D. P. Sanders*

12/23/75
Amend.

retains an exclusive license in the United States of America after ^{February 15, 1975} ~~December 31, 1975~~, SANDERS agrees it will not license any others for any foreign country where MAGNAVOX and/or its sublicensees sells that quantity of Licensed Product earning one-half (1/2) the minimum royalty schedule set up for the United States.

(c) Any sublicenses granted by MAGNAVOX under this Agreement must be on an arms-length basis. AS a goal, MAGNAVOX will attempt to obtain cash payments and royalties equal to or greater than paid by MAGNAVOX as called for in this Agreement. However, if economic factors, such as the size of the market, disposable income and so forth, do not make it feasible to impose the above referred to terms in foreign sublicenses, MAGNAVOX may adjust the cash payment and royalties accordingly, subject to Paragraph (e) of this Article.

(d) SANDERS will receive fifty percent (50%) of monies received by MAGNAVOX for sublicenses, including cash payments, royalties and minimums.

(e) SANDERS shall have the right to approve the terms and conditions of all sublicense agreements, which approval shall not unreasonably be withheld, provided that in any sublicense agreement wherein the cash payments under Article V, Sections 1 and 2, and royalty rates are at least one-half (1/2) of

Supl.
Amend.
55%
1/2/76

[Handwritten signature]

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those set forth in Articles V and ~~IV~~, SANDERS shall not have such right of approval.

- (f) MAGNAVOX' Agreement shall provide for royalty reports from its sublicensees for the same time intervals as specified in this Agreement and MAGNAVOX shall be responsible for monitoring the sublicensees and forwarding to SANDERS that portion of the payments due to SANDERS with a copy of the sublicensees' royalty reports.
- (g) If the license to MAGNAVOX in the United States of America is converted to non-exclusive in accordance with this Agreement, MAGNAVOX has no further right to grant sublicenses, and any existing sublicense automatically reverts to SANDERS and SANDERS shall assume all obligations, benefits, etc., as Licensor. After date of the conversion of MAGNAVOX' license to non-exclusive, SANDERS shall receive one hundred percent (100%) of all sublicense royalties of any existing sublicense entered into by MAGNAVOX coming due after such conversion date. All sublicense agreements shall contain the necessary language to effectuate the provisions of this section.

John Melton
AR

ARTICLE V.

CONSIDERATION.

SECTION 1. In consideration of the license and rights granted by SANDERS to MAGNAVOX hereunder, MAGNAVOX agrees to pay to SANDERS upon execution of this Agreement the sum of One Hundred Thousand Dollars (\$100,000.00) as an advance against future royalties, including the required minimum royalties specified hereinafter. The One Hundred Thousand Dollars (\$100,000.00) shall be credited to MAGNAVOX for any future United States royalty payments due SANDERS and is not refundable by SANDERS.

SECTION 2. In addition, MAGNAVOX agrees to pay to SANDERS as an outright cash payment the sum of One Hundred Thousand Dollars (\$100,000.00) at the time shipment of the 100,000th unit of the Licensed Product is made by MAGNAVOX and/or its subsidiaries.

SECTION 3. Further, MAGNAVOX shall pay royalties to SANDERS for two (2) years from the effective date of this Agreement in the United States and five (5) years from the effective date of this Agreement in any foreign country for each unit of the Licensed Product which is covered by the claims of any pending or issued Licensed Patent and/or Application which has not expired or been abandoned at the time and of the country of manufacture and/or use, sale, lease, or other disposition of such unit of the Licensed Product made, made for, used, sold, leased, or otherwise disposed of (except as scrap), either separately or a part of a television receiver or other television type display,



by MAGNAVOX during the term of this Agreement at the rate of fifty cents (\$0.50) per unit. After said two (2) years in the United States and said five (5) years in foreign countries, MAGNAVOX shall only pay ^{such fifty cents (\$0.50) per unit} royalties to SANDERS for Licensed Products covered by an issued Licensed Patent, with such coverage being determined by and to the extent of that provided by the law of the country of Licensed Patent issuance.

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ARTICLE VI.

MINIMUM ROYALTY SCHEDULE

MAGNAVOX shall pay minimum royalties to SANDERS in accordance with the following payment schedule. Should royalties due SANDERS from actual sales of the Licensed Product in the United States fall below those specified in the schedule and MAGNAVOX shall have the right to pay the difference between actual sales and the minimum royalty to retain the exclusive *license:*

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<u>End of Year</u>	<u>Minimum Royalties</u>
First Year	\$ 25,000.00
Second Year	50,000.00
Third Year	75,000.00
Fourth Year	100,000.00
Fifth Year	125,000.00

After the fifth year, there shall be no minimum royalty. Funds from the One Hundred Thousand Dollar (\$100,000.00) advance royalty payment of Article V, Section 1, are to be credited against the minimum royalty payment requirements and other royalty payments due to SANDERS as the result of MAGNAVOX' United States sales

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until said sum of One Hundred Thousand Dollars (\$100,000.00) is used up. If royalties due SANDERS from sales of Licensed Products in the United States of America in any of the above specified years exceed the minimums for that year, the difference can be applied to meet required minimum royalties for future years, should the volume of sales of the Licensed Product not equal the required minimum royalties payment in any such future year. Payment of the minimum royalties, in accordance with the above schedule, does not relieve MAGNAVOX of its obligation to pay the royalties specified in Article V, Section 3, on sales of Licensed Product made outside the United States or on sales of Licensed Product in the United States of America in excess of that required to earn such minimum royalties. Nor shall fees or royalties due SANDERS, as a result of sublicenses entered into by MAGNAVOX, in accordance with this Agreement, be applied to said United States minimum royalty schedule. If MAGNAVOX sales of Licenses Product in the United States of America do not generate that amount of royalties equal to the above provided minimums for that year, MAGNAVOX at its option may either retain its exclusive license and right to sublicense by making up the difference between the generated royalties from sales and the minimums for that year after applying credits as provided above, or convert this license to a non-exclusive license without the right to sublicense by giving SANDERS ninety (90) days' notice in writing, as provided in the notice section of this agreement, that this license shall become non-exclusive, without the right to sublicense, in which event there shall be no minimum royalties due SANDERS.

John A. Helms
J. A. Helms

In the event MAGNAVOX has paid royalty to SANDERS in accordance with the provision of this Agreement, with respect to any unit of Licensed Product, no additional royalty shall be payable to SANDERS by MAGNAVOX with respect to such unit. For example, circuitry in the form of printed circuit cards for use in connection with such units to adapt such units to a desired function, is not subject to additional or separate royalties.

ARTICLE VII.

PAYMENTS

All payments made by MAGNAVOX to SANDERS are to be in United States dollars and not reduced by taxes. In the case of payments by foreign sublicensees, where taxes are withheld because of local government requirements, MAGNAVOX shall take the United States Income Tax Credit and pay SANDERS in United States dollars one-half (1/2) of the gross amount due from the transaction.

In case a sublicensee is prevented by law or other exercise of local government authority from remitting to MAGNAVOX lump sum or royalty payments in United States dollars, MAGNAVOX at its option shall either pay the portion due to SANDERS in United States dollars or deposit such portion in SANDERS' account in that country in the local currency equivalent of any United States dollar indebtedness.

John A. McGowan
D. R. R. R.

ARTICLE VIII.

REPORTING OF ROYALTIES.

SECTION 1. MAGNAVOX, within thirty (30) days after, and as of the end of each calendar quarter of each year during the term of this Agreement commencing as of the effective date, shall furnish to SANDERS a royalty report specifying:

- (a) the total number of Licensed Product used, sold, leased, or otherwise disposed of (except as scrap) by MAGNAVOX on a country by country basis during that calendar quarter in which is used the invention of any Licensed Application or Patent as set forth in Article V, Section 3, which has not expired at the time and in the country of their manufacture and/or use, sale, lease, or other disposition and which are subject to royalty under this Agreement; in determining readability and validity of the claims of a Licensed Patent, the laws of the country issuing the patent shall be used.
- (b) the total amount of royalties payable to SANDERS pursuant to Article IV (d) and Article V, Section 3, of this Agreement with respect to such Licensed Product and shall pay such total amount of royalties to SANDERS. The first such royalty report and payment shall cover all such Licensed Product use, sold, leased, or otherwise disposed of (except as scrap) by MAGNAVOX and its subsidiaries from the effective date of this Agreement to the last

day of the calendar quarter for which such report is rendered and such payment is made;

- (c) the total number of Licensed Product used, sold, leased, or otherwise disposed of (except as scrap) by MAGNAVOX' sublicensees, coming under sublicenses granted by MAGNAVOX on a country by country basis as set forth in Articles IV and V;
- (d) the total amount of royalties and cash payments payable to SANDERS pursuant to Article V, less the unused portion of the One Hundred Thousand Dollar (\$100,000.00) advance against royalties.

SECTION 2. MAGNAVOX shall retain, for a period of six (6) years after making a royalty report, the records, files, and books of account prepared in the normal course of business which contain data reasonably required for the computation and verification of the amounts to be paid and the information to be given in such report. MAGNAVOX shall permit the reasonable inspection, at SANDERS' expense, of such records, files, and books of account by an independent certified public accountant acceptable to MAGNAVOX.

Neither SANDERS nor such accountant shall disclose to anyone directly or indirectly, any of the information which it obtains as a result of any such inspection and such accountant shall report to SANDERS only the amount of royalty due and payable.

John A. Melone
J. Melone

ARTICLE IX.

TERM AND TERMINATION.

SECTION 1. This agreement shall be effective as of the date hereof (known in the Agreement as the "effective date") and shall continue in effect, unless sooner terminated as hereinafter provided, until the last to expire of the Licensed Patents, provided, however, on and after eighteen (18) years from the effective date hereof, ^{and payments under Article XI, Section 6} no royalties, except for sublicensee royalties, or other payments shall be due SANDERS under this Agreement and MAGANVOX at that time shall have a paid-up license for all of the rights under this Agreement.

Upon termination of this Agreement, by other than expiration of the above-mentioned eighteen (18) year period, all licenses, rights, privileges, and obligations hereunder shall cease and determine.

SECTION 2. If MAGNAVOX shall at any time default in furnishing any of the reports required hereunder, or in the payment of any royalties due hereunder, or in fulfilling any of the other obligations or conditions hereof, and such default shall not be cured within sixty (60) days after written notice from SANDERS to MAGNAVOX specifying the nature of the default, SANDERS shall have the right to terminate this Agreement by giving written notice of termination to MAGNAVOX, and upon the giving of such notice of termination, this Agreement shall terminate.

John A. Melrose
A. Roberts

No termination of this Agreement, by expiration or otherwise, shall release MAGNAVOX from any of its obligations or liabilities accrued or incurred hereunder, or rescind or give rise to any right to rescind anything done or any payment made or other consideration given to either party hereunder, prior to the time such termination becomes effective.

SECTION 3. MAGNAVOX may terminate this Agreement after eighteen (18) months from the effective date hereof by giving thirty (30) days notice in writing to SANDERS.

ARTICLE X.

IMPROVEMENTS.

During the term of this Agreement, SANDERS agrees to notify MAGNAVOX of any inventions made by SANDERS in Licensed Products coming under this Agreement. SANDERS shall have no obligation to continue any research, development, or other activity in the Licensed Products field.

ARTICLE XI.

MISCELLANEOUS PROVISIONS.

SECTION 1. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, both present and future,

John A. Miller
J. Miller

of any government having jurisdiction over either party hereto, and to orders, regulations, directions, or requests of any such government, or any department, agency, corporation, or court thereof, and to war, acts of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the control of the parties, and the parties hereto shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by any such law, order, regulation, direction, request, or contingency.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the subsidiaries and successors of each party hereto. It shall not be otherwise assignable by either of the parties hereto, in whole or in part, to any third party whatsoever, nor shall the rights hereof of either of the parties hereto otherwise be or become in any way, directly or indirectly, transferable or available to, or divisible or capable of being shared with, or inure to the benefit of any third party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

MAGNAVOX shall be responsible for, and hereby assumes full liability in respect of all royalty reports and payments for all Licensed Products made, made for, used, sold, leased, or otherwise disposed of by its subsidiaries during the term of this Agreement.

SECTION 3. Nothing contained in this Agreement shall be construed as:

John A. Melrose
VP

- (a) conferring any license or right with respect to any trademark, trade or brand name, the corporate name of either party or any of its subsidiaries, or any other name or mark, or any contraction, abbreviation, or simulation thereof;
- (b) a warranty or representation that any manufacture, use, sale, or other disposition of Licensed Product will be free from infringement of any patents other than those under which and to the extent to which licenses are granted hereunder;
- (c) placing on MAGNAVOX a confidential or other obligation in relation to any material submitted by SANDERS past, present, or future in connection with the Licensed Patents or Licensed Product, provided that MAGNAVOX shall not disclose to unauthorized parties a Licensed Application before issuance of a patent thereon unless done in the course of negotiating a sublicense;
- (d) an admission by MAGNAVOX of the validity and/or scope of any Licensed Patent and MAGNAVOX is free to contest in any proceeding the validity and/or scope thereof.

SECTION 4. MAGNAVOX shall mark the Licensed Product in compliance with the applicable laws of the countries where

*See memo
S. P. R. C.*

shall receive fifty percent (50%) of all monies awarded to MAGNAVOX as a result of litigation proceedings after MAGNAVOX *and SANDERS* *have* *deducted* all of *their* ~~MAGNAVOX~~' direct costs incurred in such litigation proceedings. MAGNAVOX shall have the right to bring the suit in SANDERS' name and SANDERS agrees to cooperate fully in such event. If MAGNAVOX converts this license to a non-exclusive license, then this section will become inoperative and SANDERS shall have the exclusive right to bring actions under law and equity under Licensed Patents at its own expense.

SECTION 7. Any difference as to the construction and interpretation of this Agreement shall be resolved in accordance with the laws of the State of New Hampshire which shall be the governing law of this Agreement.

SECTION 8. In the event MAGNAVOX converts to a non-exclusive license, then if any license to any third party under any Licensed Patent for Licensed Product has royalty or other terms and conditions more favorable to the third party licensee than MAGNAVOX under this agreement, SANDERS shall notify MAGNAVOX of the execution of such a license and MAGNAVOX shall have the option to acquire a similar license; provided, however, that payments by MAGNAVOX made pursuant to Article V, Section 1, and Article V, Section 2, shall not be refunded or credited regardless of any lesser corresponding requirements in such third party license. If SANDERS has or should make a lump sum settlement with any third party, then MAGNAVOX shall receive the same *excluding the payments under Article V, Sections 1 and 2* pro rata benefit of such lump sum settlement.

SECTION 9. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions and negotiations 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 as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer or representative of the party to be bound thereby.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed in their names by their proper and duly authorized officers or representatives as of the date first above written.

SANDERS ASSOCIATES, INC.

By:


John A. Melrose

Its: Vice President

Date: February 2, 1972

Place: Nashua, N. H.

ATTEST:


Louis Etlinger

THE MAGNAVOX COMPANY

By:


S. J. Rozel

Its: Vice President-General Counsel

Date: January 29, 1972

Place: Fort Wayne, Indiana

ATTEST:


R. T. Seeger



PHILIPS

Philips Consumer Electronics

Thomas M. Hafner
Vice President and General Counsel

July 23, 1991

VIA TELECOPIER (603) 885-2167

Roger K. Hoover, Esq.
Lockheed Sanders, Inc.
NHQ 1-765
Daniel Webster Highway South
Nashua, NH 03961

Re: Mediagenic/Activision

Dear Roger:

This letter confirms our discussion concerning conversion of the judgment under the video game patents against Activision/Mediagenic. Mediagenic has been in financial trouble and is planning to file a Chapter 11 reorganization. Philips and Sanders agree that conversion of judgment to equity in the reorganized corporation is the most reasonable way to realize some return on our judgment.

Philips agrees that the equity in the reorganized corporation constitutes proceeds of the judgment and is thus subject to the video game patent license. Philips and Sanders agree that Philips will be the holder of record of the stock, subject to the following terms:

1. Philips will provide drafts of the reorganization documents for prior review by Sanders and keep Sanders informed of the progress of the proceeding. I enclose a draft of the proposed agreement.
2. Philips will consult with Sanders prior to any disposition of the stock and any change in the equity position in the reorganized Mediagenic.
3. Any dividends from the stock and the proceeds from any disposition will be applied under the terms of the video game license agreement to the repayment

Philips Consumer Electronics Company
A Division of North American Philips Corporation

One Philips Drive, P.O. Box 14810
Knoxville, Tennessee 37914-1810

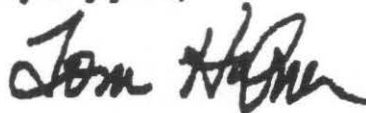
Telephone: (615) 821-4322
Telecopier: (615) 821-4330
Telex: 857448

Roger K. Hoover, Esq.
July 23, 1991
Page 2

to Philips of litigation costs in the amount of \$ 1,368,839, with the balance to be paid 50% to Sanders and 50% to Philips.

Please advise me if this arrangement is satisfactory.

Very truly yours,



Thomas M. Hafner

cc: S. J. Rozel
G. Weirnerman

A#8DOVILLTA

Exhibit (c)

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

MEDIAGENIC
a California Corporation

Robert A. Kotick and Brian G. Kelly hereby certify as follows:

1. They are the Chairman and Treasurer, respectively, of MEDIAGENIC, a California corporation (the "Corporation").

2. The articles of incorporation of the Corporation as heretofore amended and restated are hereby amended and restated to read in full as follows:

FIRST: The name of the Corporation is Activision, Inc.

SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code (the "Code").

THIRD: The Corporation is authorized to issue two classes of shares to be designated respectively "Preferred" or "Common." The total number of shares which the Corporation is authorized to issue is ONE HUNDRED TEN MILLION (110,000,000) shares. The number of shares of Preferred Stock (the "Preferred Stock") authorized is TEN MILLION (10,000,000), 2,550,000 of which is designated "Series A Preferred Stock" and 2,000,000 of which is designated "Series B Convertible Preferred Stock." The number of shares of common stock (the "Common Stock") authorized is ONE HUNDRED MILLION (100,000,000) shares. Upon the amendment of this provision of this Article THIRD to read as hereinabove set forth, each ten (10) shares of outstanding Common Stock is combined, reconstituted and converted into one (1) share of Common Stock. Any fractional shares resulting from such combination shall be rounded to the nearest whole share.

A. Series A Preferred Stock. The designations, powers, preferences, dividend rights, dividend rate, rights and terms of redemption and other special rights, and qualifications,

limitations or restrictions thereof, of the shares of Series A Preferred Stock are as follows:

1. Certain Definitions. The following terms shall have the meanings set forth below.

"Business Day" shall mean any day of the year on which commercial banks are not required or authorized to be closed in Los Angeles, California.

"Dividend Payment Date" shall mean the 15th day of the month following the end of a Quarterly Period. In the event any such date is not a Business Day, then the Dividend Payment Date shall be the next succeeding Business Day.

"Dividend Rate" shall mean (i) during the period ending March 31, 1994, 12% per annum of the Series A Preference Amount computed from time to time during such period, and (ii) during the period commencing April 1, 1994, 14% per annum of the Series A Preference Amount computed from time to time during such period.

"Issuance Date" shall mean April 1, 1992, or such other date as shares of Series A Preferred Stock may be issued.

"Minimum Dividend Amount" shall mean (i) during the period ending March 31, 1994, an amount equal to 3% per annum of the Series A Preference Amount computed from time to time during such period, and (ii) during the period commencing April 1, 1994, an amount equal to 4% per annum of the Series A Preference Amount computed from time to time during such period.

"Series A Preference Amount" shall mean, as at any time with respect to a share of Series A Preferred Stock, an amount equal to \$10.00 plus the amount of cumulative, unpaid dividends thereon from the Issuance Date to the date of computation at the applicable Dividend Rate. For purposes of computing the Series A Preference Amount, the Series A Preference Amount shall be increased on each Dividend Payment Date by an amount equal to the dividends due on such date with respect to the immediately preceding Quarterly Period, less dividends actually paid on such Dividend Payment Date. In the event the Series A Preference Amount must be computed during any Quarterly Period, dividends with respect to such Quarterly Period shall be computed at the then applicable Dividend Rate based on the actual number of days elapsed during such

Quarterly Period and added to the Series A Preference Amount as of the date of computation.

"Redemption Date" shall mean March 31, 1997.

"Quarterly Period" shall mean the three-month periods ending March 31, June 30, September 30 and December 31 of each year during which the Series A Preferred Stock is outstanding. The first Quarterly Period shall be the period April 1, 1992 through June 30, 1992.

2. Dividends. The holders of shares of the Series A Preferred Stock shall be entitled to receive, when and as declared by the Board, cumulative dividends at the Dividend Rate. Such dividends shall be payable quarterly in cash with respect to each Quarterly Period on the Dividend Payment Date. Payment of such dividends shall only be paid out of funds legally available therefor. Such dividends upon the shares of the Series A Preferred Stock shall be cumulative from the Issuance Date thereof so that if dividends for any Quarterly Period at a rate equal to the Dividend Rate shall not have been paid upon or declared and a sum sufficient for payment thereof set apart, the deficiency shall be fully paid or set apart before any dividend shall be paid upon or set apart for the Corporation's Common Stock, no par value (the "Common Stock") and for any other class or series of capital stock of the Corporation ranking junior to the Series A Preferred. Whenever the full dividends upon the shares of the Series A Preferred Stock for any past Quarterly Periods shall have been paid, and the full dividend thereon for the then current Quarterly Period shall have been paid or declared and a sum sufficient for the payment thereof set apart, dividends upon the Common Stock and upon any other class or series of capital stock of the Corporation ranking junior to the Series A Preferred Stock may be declared by the Board out of the remainder of the assets legally available therefor.

3. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of shares of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of shares of the Common Stock, or any other class or series of capital stock of the Corporation ranking junior to the Series A Preferred Stock, by

respect to such shares of the Series A Preferred Stock, including any right to vote or otherwise participate in the determination of any proposed corporate action, shall forthwith after the Redemption Date cease and terminate, except only the right of the holder to receive the redemption price therefor, but without interest.

5. Voting Rights: Directors.

(a) The holders of shares of the Series A Preferred Stock shall not be entitled to vote or to participate in or have notice of any meeting of shareholders, except as expressly provided herein or as required by law.

(b) The Board shall consist of such number of persons as shall be set forth in the By-Laws of the Corporation from time to time, but shall not consist of more than seven persons without the consent of the holders of record of a majority of the shares of Series A Preferred Stock then outstanding. In the event that the Corporation shall fail to pay dividends upon the outstanding shares of Series A Preferred Stock in an amount at least equal to the Minimum Dividend Amount for four consecutive quarters, and for so long thereafter as Minimum Dividend Amount of such dividends are in arrears, the holders of shares of the Series A Preferred Stock, voting as a class, shall be entitled to elect two (2) members of the Board. The holders of shares of the Series A Preferred Stock shall have one vote for each share of the Series A Preferred Stock they hold. In such event, the Corporation shall take such steps as may be required to enable the holders of the Series A Preferred Stock to exercise their rights set forth in this Section 5(b).

B. Series B Convertible Preferred Stock. The designations, powers, preferences, dividend rights, dividend rate, rights and terms of redemption and other special rights, and qualifications, limitations or restrictions thereof, of the shares of Series B Convertible Preferred Stock are as follows:

1. Conversion Right.

(a) Subject to the provisions of subsection (b) of this Section 1, each share of Series B Convertible Preferred Stock at any time outstanding shall be convertible at any time after the date which is six months after April 1, 1992, or such other date on which any shares of Series B Convertible Preferred Stock may be issued (such date being referred to as the

"Initial Conversion Date"), at the option of the holder of record thereof, into ten (10) shares of Common Stock, upon delivery to the Corporation of the certificate evidencing such shares of Series B Convertible Preferred Stock together with a written notice of the election of such holder to exercise the conversion rights herein provided.

(b) Common Stock into which the Series B Convertible Preferred Stock may be so converted is the Common Stock as constituted on March 31, 1991. If at any time thereafter the Corporation shall effect a subdivision, stock split, reverse split (including the 10-to-1 reverse split effected by the last sentence of the first paragraph of this Article THIRD) or consolidation of its shares, or make any capital adjustment, or pay a stock dividend, which shall affect the Common Stock, then the number and kind of shares into which each share of Series B Convertible Preferred Stock may be converted shall be proportionately adjusted. If the Corporation shall not be the surviving corporation in any merger or consolidation, each holder of Series B Convertible Preferred Stock shall be entitled to acquire upon conversion the number of and class of securities such holder would have been entitled to acquire if, immediately prior to such merger or consolidation, he had been the holder of record of the number of shares of Common Stock into which the Series B Convertible Preferred Stock was then convertible. The Corporation shall not enter into any merger or consolidation in which it shall not be the surviving corporation unless the agreement of merger or consolidation shall obligate the agreement of merger or consolidation shall obligate the surviving corporation to issue to the holder of each share of Series B Convertible Preferred Stock shares of its own preferred stock convertible into such securities upon terms and conditions as near as may be practicable to the terms and conditions herein set forth.

(c) If as the result of any adjustment made as herein provided, the shares of Series B Convertible Preferred Stock delivered by the holder for conversion shall entitle the holder to acquire Common Stock or an interest in any other class of securities which is not an exact number of full shares, the Corporation shall not be required to issue a certificate evidencing the ownership of an interest in the fraction of a share in excess of the largest number of full shares which may be so acquired, but may in its discretion either purchase at fair value the right to acquire such fractional interest or permit the holder to purchase at

fair value the additional fraction of a share necessary to enable the holder to acquire one additional full share.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of shares of the Series B Convertible Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of shares of the Common Stock, or any other class or series of capital stock of the Corporation ranking junior to the Series B Convertible Preferred Stock, but after any required distributions to the holders of Series A Preferred Stock and any other class or series of stock ranking senior in preference to the Series B Convertible Preferred Stock, by reason of their ownership thereof, an amount equal to \$.05 per share of Series B Convertible Preferred Stock (the "Series B Preference Amount"). If, upon such liquidation, dissolution or winding up, the assets of the Corporation distributable as aforesaid among the holders of shares of the Series B Convertible Preferred Stock shall be insufficient to permit the payment to them of the Series B Preference Amount, the entire assets shall be distributed ratably among the holders of shares of the Series B Convertible Preferred Stock.

(b) After payment to the holders of shares of the Series B Convertible Preferred Stock of the Series B Preference Amount in accordance with Section 2(a) above, the entire remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed among the holders of shares of the Common Stock and the holders of the shares of the Series B Convertible Preferred Stock, pari passu and pro rata, in proportion to the shares of such stock then held by them, but for purposes of the foregoing all outstanding shares of the Series B Convertible Preferred Stock shall be deemed to have been converted into Common Stock in accordance with Section 1 above.

3. Voting Rights; Dividends and Other Rights. In all respects, except as specifically set forth in Paragraph 2(a), the Series B Convertible Preferred Stock and the Common Stock shall have identical rights, privileges and preferences, including the right to vote with respect to all matters that are required or permitted to be submitted to a vote of the holders of

the Common Stock and with respect to the declaration and payment of dividends, except that for all purposes of the foregoing each share of Series B Convertible Preferred Stock outstanding shall be treated as the equivalent of the number of shares of Common Stock into which it is then convertible in accordance with Section 1 above.

4. Reservation of Shares. The Corporation shall at all times after the Initial Conversion Date reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, for the purpose of effecting the conversion of the shares of the Series B Convertible Preferred Stock, the full number of shares of Common Stock then deliverable upon the conversion of all shares of the Series B Convertible Preferred Stock then outstanding. If any shares of Common Stock required to be reserved for purposes of conversion of the Series B Convertible Preferred Stock hereunder require registration with or approval of any government authority under any Federal or State law before such shares may be issued upon conversion, the Corporation will in good faith and as expeditiously as possible endeavor to cause such shares to be duly registered or approved, as the case may be.

C. Additional Series of Preferred Stock. The Preferred Stock, other than the Series A Preferred Stock and the Series B Convertible Preferred Stock, authorized by these Amended and Restated Articles of Incorporation may be issued from time to time in one or more additional series. The board of directors is hereby authorized to fix or alter the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption, including sinking fund provisions, the redemption price or prices, and the liquidation preferences of any wholly unissued class or series of Preferred Stock, and the number of shares constituting any such series and the designation thereof, or any of them.

The board of directors is further authorized to increase or decrease the number of shares of any series of Preferred Stock subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding, subject to the limitations and restrictions stated herein or in the resolution of the board of directors originally fixing the number of such shares of such series. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

FOURTH: The liability of directors of the Corporation for monetary damages shall be eliminated to the fullest extent possible under California law.

The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Code) through bylaw provisions, agreements with agents, votes of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the Code, subject only to the applicable limits set forth in Section 201 of the Code with respect to actions for breach of duty to the Corporation and its shareholders.

Any repeal or modification of the foregoing provisions of this Article FOURTH by the shareholders of the Corporation shall not adversely affect any right or protection of an agent of the Corporation existing at the time of such repeal or modification.

FIFTH: Pursuant to Section 1123(a)(6) of the Bankruptcy Code of 1978, as amended, the Corporation shall be prohibited from authorizing the issuance of any class, or series thereof, of nonvoting equity shares, within the meaning of such section.

SIXTH: The foregoing Amendment and Restatement of the Articles of Incorporation of the Corporation has been duly approved by its board of directors.

SEVENTH: The foregoing Amendment and Restatement of the Articles of Incorporation of the Corporation has been duly approved by the required vote of the shareholders of the Corporation in accordance with Section 902 of the Code. The total number of outstanding shares of each class entitled to vote with respect to the foregoing Amendment and Restatement of the Articles of Incorporation of the Corporation was 93,857,984 shares of Common stock and 1,855,700 shares of Series B Convertible Preferred Stock and the number of shares voting in favor of the amendment equaled or exceeded the vote required.

RESOLVED, that Section 3.2 of the Corporation's Restated Bylaws be amended in its entirety as follows:

"The number of directors of the corporation shall not be less than four (4) nor more than seven (7). The exact number of directors shall be five (5) until changed, within the limits specified above, by a resolution amending this Section 3.2, duly adopted by the board of directors or by the shareholders. The indefinite number may be changed, or a definite number fixed without provisions for an indefinite number, by a duly adopted amendment to the articles of incorporation or by an amendment to this bylaw duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the number of the minimum number of directors to a number less than four (4) cannot be adopted if the votes cast against its adoption at a meeting of the shareholders, or the shares not consenting in the case of action by written consent, are equal to more than sixteen and two-third percent (16-2/3%) of the outstanding shares entitled to vote thereon. No amendment may change the stated maximum number of authorized directors to a number greater than two (2) times the stated minimum directors minus one."

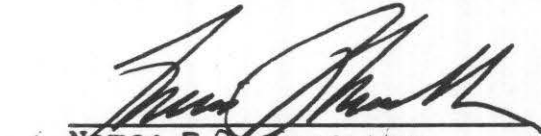
Faint, illegible text, possibly a header or introductory paragraph.

Delaware corporation and Lockheed Sanders, Inc. a Delaware corporation.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Dated: July 22, 1992

PHILIPS ELECTRONICS N.V.



Name: F.P. Carrubba
Title: Executive Vice President

NORTH AMERICAN PHILIPS CORPORATION

Name:
Title:

LOCKHEED CORPORATION

Name:
Title:

LOCKHEED SANDERS, INC.

Name:
Title:

Delaware corporation and Lockheed Sanders, Inc. a Delaware corporation.

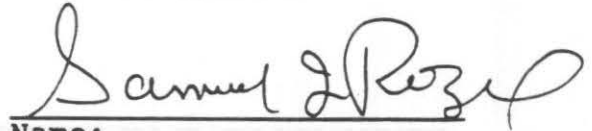
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Dated: July 22, 1992

PHILIPS ELECTRONICS N.V.

Name:
Title:

NORTH AMERICAN PHILIPS CORPORATION



Name:
Title: **Samuel J. Rozel**
Senior Vice President and Secretary

LOCKHEED CORPORATION

Name:
Title:

LOCKHEED SANDERS, INC.

Name:
Title:

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934

Mediagenic
(Name of Issuer)

Common Stock, no par value
(Title of Class of Securities)

58445V201
(CUSIP Number)

Andrew S. Rowen
Sullivan & Cromwell
125 Broad Street
New York, NY 10004
(212) 558-4000

Carol R. Marshall
Lockheed Corporation
4500 Park Granada Blvd.
Calabasas, CA 91399
(818) 876-2380

(Name, address and telephone number of person authorized
to receive notices and communications)

February 19, 1992
(Date of Event which requires Filing of this Statement)

If the filing person has previously filed a statement on
Schedule 13G to report the acquisition which is the subject
of this Schedule 13D, and is filing this schedule because of
Rule 13d-1(b)(3) or (4), check the following box:

Check the following box if a fee is being paid with this
statement:

CUSIP NO. 58445V201

1. Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

Philips Electronics N.V.
I.R.S. Identification No. not applicable

2. Check the Appropriate Box if a Member of a Group

(a)
(b)

3. SEC Use Only

4. Source of Funds
00

5. Check Box if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or place of Organization
The Netherlands

Number of Shares Beneficially Owned By Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	26,295,010
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	26,295,010

11. Aggregate Amount Beneficially Owned by Each Reporting
Person

26,295,010

12. Check if the Aggregate Amount in Row (11) Excludes
Certain Shares

13. Percent of Class Represented by Amount in Row (11)

28%

14. Type of Reporting Person
HC, CO

CUSIP NO. 58445V201

1. Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

North American Philips Corporation
I.R.S. Identification No. 13-1895219

2. Check the Appropriate Box if a Member of a Group

(a)
(b)

3. SEC Use Only

4. Source of Funds
00

5. Check Box if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or place of Organization
Delaware

Number of Shares Beneficially Owned By Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 26,295,010
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 26,295,010

11. Aggregate Amount Beneficially Owned by Each Reporting
Person

26,295,010

12. Check if the Aggregate Amount in Row (11) Excludes
Certain Shares

13. Percent of Class Represented by Amount in Row (11)

28%

14. Type of Reporting Person
CO

CUSIP NO. 58445V201

1. Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

Lockheed Corporation
I.R.S. Identification No. 95-0941880

2. Check the Appropriate Box if a Member of a Group

(a)
(b)

3. SEC Use Only

4. Source of Funds
00

5. Check Box if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or place of Organization
Delaware

Number of Shares Beneficially Owned By Each Reporting Person With	7. Sole Voting Power	<u>0</u>
	8. Shared Voting Power	<u>26,295,010</u>
	9. Sole Dispositive Power	<u>0</u>
	10. Shared Dispositive Power	<u>26,295,010</u>

11. Aggregate Amount Beneficially Owned by Each Reporting
Person

26,295,010

12. Check if the Aggregate Amount in Row (11) Excludes
Certain Shares

13. Percent of Class Represented by Amount in Row (11)

28%

14. Type of Reporting Person
HC, CO

CUSIP NO. 58445V201

1. Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

Lockheed Sanders, Inc.
I.R.S. Identification No. 02-0230872

2. Check the Appropriate Box if a Member of a Group

(a)
(b)

3. SEC Use Only

4. Source of Funds
OO

5. Check Box if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or place of Organization
Delaware

Number of	7.	Sole Voting Power
Shares		0
Beneficially	8.	Shared Voting Power
Owned By		26,295,010
Each	9.	Sole Dispositive Power
Reporting		0
Person	10.	Shared Dispositive Power
With		26,295,010

11. Aggregate Amount Beneficially Owned by Each Reporting
Person

26,295,010

12. Check if the Aggregate Amount in Row (11) Excludes
Certain Shares

13. Percent of Class Represented by Amount in Row (11)

28%

14. Type of Reporting Person
CO

Item 1. Security and Issuer.

This Statement relates to the acquisition by North American Philips Corporation ("NAPC") of Common Stock, no par value ("Common Stock"), of Mediagenic (the "Issuer"). The principal executive offices of the Issuer are located at 11440 San Vicente, Los Angeles California 90049.

Item 2. Identity and Background.

(a)-(c); (f). This Statement is being filed by (i) Philips Electronics N.V. ("Philips"), a Netherlands corporation, (ii) NAPC, a Delaware corporation and an indirect wholly owned subsidiary of Philips, (iii) Lockheed Sanders, Inc. ("Sanders"), a Delaware corporation and a wholly owned subsidiary of Lockheed Corporation, a Delaware corporation ("Lockheed"), and (iv) Lockheed.*

Philips acts as the holding company of the Philips group. The Philips group is engaged primarily in the manufacture and distribution of electronic and electrical products, systems and equipment. NAPC is a manufacturing organization which concentrates its efforts primarily in the fields of consumer electronics, lighting products, electrical and electronic components and professional equipment. The principal office and business address of

* NAPC is a direct wholly owned subsidiary of FGP Corp., a Delaware corporation, which is a direct wholly owned subsidiary of N.V. Philips' Gloeilampenfabrieken, a Netherlands corporation, which is a direct wholly owned subsidiary of Philips.

Philips is Groenewoudseweg 1, 5621 BA, Eindhoven, The Netherlands. The principal office and business address of NAPC is 100 East 42nd Street, New York, New York 10017.

Lockheed is primarily engaged in the development and production of defense and aerospace products, systems and technology. Sanders is primarily engaged in the design, development and manufacture of high technology electronic systems and products for defense electronics and computer graphics markets. The principal office and business address of Lockheed is 4500 Park Granada Blvd., Calabasas, California 91399. The principal office and business address of Sanders is 65 Spit Brook Road, Nashua, New Hampshire 03061. Philips, NAPC, Lockheed and Sanders are sometimes referred to herein as the "Reporting Persons".

Attached as Schedule I hereto and incorporated by reference herein is a list of the members of the Supervisory Board and the members of the Board of Management and the Group Management Committees of Philips, and the directors and executive officers of NAPC. Schedule I sets forth each of such persons' name, business address, present principal occupation or employment and citizenship, and the name, principal business and address of the organization in which such employment is conducted. To the best knowledge of Philips and NAPC, no such person is the beneficial owner of any shares of Common Stock of the Issuer.

Attached as Schedule II hereto and incorporated by reference herein is a list of the directors and executive officers of Lockheed and Sanders. Schedule II sets forth each of such persons' name, business address, present principal occupation or employment and citizenship, and the name, principal business and address of the organization in which such employment is conducted. To the best knowledge of Lockheed and Sanders, no such person is the beneficial owner of any shares of Common Stock of the Issuer.

(d) (e). During the last five years, neither Philips nor NAPC, nor, to the best knowledge of Philips and NAPC, any of the members of the Supervisory Board, members of the Board of Management or members of the Group Management Committee of Philips nor any of the directors or executive officers of NAPC has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws. During the last five years, neither Lockheed nor Sanders, nor, to the best knowledge of Lockheed and Sanders, any of the executive officers or directors of Lockheed or Sanders has been convicted in a criminal pro-

ceeding or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

Item 3. Source and Amounts of Funds or other Consideration.

Pursuant to the Agreement, having an effective date of January 27, 1972, by and between the Magnavox Company, a Delaware corporation, and Sanders Associates, Inc. (the "Licensing Agreement"), Sanders, as successor in interest to Sanders Associates, Inc., granted to NAPC, as successor in interest to The Magnavox Company a sole and exclusive license (with the sole and exclusive right to sublicense), certain patents, patent applications and all divisions, continuations, reissues, extensions thereof (the "Patents"), and the right to make, have made, use and sell the product covered by such patents and patent applications throughout the world. Pursuant to Article 6 of the Licensing Agreement, Sanders and NAPC also agreed that (i) NAPC would have the sole and exclusive right to bring actions in law or equity relating to the Patents (on behalf of itself and Sanders, and in such capacity hereinafter referred to as "NAPC/Sanders"), (ii) NAPC would bear the

sole responsibility of the costs of litigation against infringers of the Patents, (iii) Sanders would have the right to monitor any such suits and receive copies of relevant documents in order to determine that its interests were being preserved and (iv) Sanders would receive fifty percent (50%) of all monies awarded to NAPC/Sanders as a result of such litigation after the deduction of NAPC's direct costs incurred in connection with the litigation proceedings. The Licensing Agreement is attached as Exhibit (a) hereto.

On or about March 9, 1990, a judgment (the "Judgment") in the amount of \$6,557,893, plus additional interest, attorneys' fees and costs aggregating \$71,497.11, was entered in favor of NAPC and Sanders against the Issuer in the United States District Court for the Northern District of California in a patent infringement lawsuit relating to the Patents and the Licensing Agreement.

As a result of the Issuer's inability to satisfy the Judgment, the Issuer and NAPC/Sanders entered into an Agreement to Restructure Debt, dated as of June 1, 1990 (the "Restructure Agreement"), pursuant to which (i) NAPC/Sanders agreed to certain terms for the payment of the indebtedness arising out of the Judgment (the "Judgment Debt"), (ii) the Issuer granted NAPC/Sanders a junior lien on and security interest in substantially all of the Issuer's assets to secure payment of the Judgment Debt (the "Junior Lien"), and

(iii) the Issuer issued to NAPC/Sanders a warrant (the "Initial Warrant") to purchase 200,000 shares of Common Stock. Pursuant to the First Amendment to Agreement to Restructure Debt, dated as of September 27, 1990, (i) NAPC/Sanders and the Issuer agreed to modify the payment terms of the Judgment Debt and cancelled the Initial Warrant, (ii) the Issuer issued to NAPC/Sanders a new warrant to purchase 500,000 shares of Common Stock (the "Second Warrant") and (iii) the Issuer granted NAPC/Sanders the right to convert up to approximately 30% of the Judgment Debt (including accrued and unpaid interest thereon) into Common Stock (the "Conversion Right").

As a result of the Issuer's continued financial difficulty and NAPC/Sander's belief that the portion of the Judgment Debt deemed to be secured by the Junior Lien was substantially less than the aggregate value of the Judgment Debt because of the value of the underlying collateral and the amount of other debt owed by the Issuer to creditors with a senior lien on and security interest in the Issuer's assets, NAPC/Sanders entered into a Settlement Agreement, dated as of September 12, 1991 (the "Settlement Agreement"), with the Issuer pursuant to which NAPC/Sanders and the Issuer (i) cancelled the Second Warrant, (ii) terminated the Conversion Right, (iii) agreed that \$150,000 of the Judgment Debt was secured by the Junior Lien (the "Secured Claim") and (iv) agreed that the balance of the Judgment Debt,

including any interest thereon that might accrue from and after the date of the Settlement Agreement, was unsecured (the "Unsecured Claim"). In addition, NAPC/Sanders agreed to consent to the plan of reorganization (the "Plan") to be filed by the Issuer under Chapter 11 of the United States Code, 11 U.S.C. § § 101 et seq., as amended (the "Bankruptcy Code") providing for, inter alia, NAPC/Sanders to receive distributions of Common stock in the reorganized Issuer.

In contemplation of the execution and delivery of the Settlement Agreement, NAPC and Sanders agreed (as confirmed in the Letter, dated July 23, 1991 (the "Letter Agreement"), from Thomas M. Hafner, Vice President and General Counsel of Philips Consumer Electronics Company, a division of NAPC, to Roger K. Hoover, General Counsel of Sanders), inter alia, that NAPC would be the record holder of any equity securities of the Issuer distributed to NAPC/Sanders pursuant to a reorganization of the Issuer under Chapter 11 of the Bankruptcy Code, provided, that, (i) NAPC would consult with Sanders prior to the disposition of any shares of Common Stock received by NAPC/Sanders pursuant to the Plan and prior to any change in NAPC/Sanders' equity position in the reorganized Issuer and (ii) any dividends or proceeds from the disposition thereof, received by NAPC/Sanders in respect of the shares of Common Stock received by NAPC/Sanders pursuant to the Plan, were to be applied, pursuant to the terms of the License Agreement,

to the repayment of NAPC's direct litigation costs in connection with the Judgment, with the balance to be equally divided between NAPC and Sanders. The Letter Agreement is attached as Exhibit (b), and is hereby incorporated by reference herein.

Pursuant to the terms of the Settlement Agreement, the Plan would provide for, inter alia, distributions of shares of Common Stock in the reorganized Issuer resulting in (i) approximately 10% of the issued and outstanding shares of Common Stock of the Issuer being distributed to NAPC/Sanders on account of the Secured Claim, (ii) approximately 42.5% of the issued and outstanding shares of Common Stock of the Issuer being distributed to certain unsecured creditors of the Issuer (including NAPC/Sanders on account of the Unsecured Claim) and (iii) approximately 4.5% of the issued and outstanding shares of Common Stock of the Issuer being held by holders of Common Stock existing prior to the consummation of the Plan. In connection with the consummation of the Plan (confirmed by the United States Bankruptcy Court for the Northern District of California on November 25, 1991 and effective as of January 9, 1992) the Issuer distributed 16,295,010 shares of Common Stock to NAPC/Sanders on February 19, 1992 in partial satisfaction of the Unsecured Claim and 10,000,000 shares of Common Stock to NAPC/Sanders on February 24, 1992 in satisfaction of the Secured Claim.

Based on information in the Issuer's Annual Report on Form 10-K for the fiscal year ended March 31, 1992 (the "Annual Report"), NAPC believes that, as of March 31, 1992, 85,500,000 shares of Common Stock (the "Distributed Shares") were distributed by the Issuer to its creditors including 20,457,090 shares of Common Stock (the "Trust Shares") distributed to Continental Stock Transfer Company as nominee for the certain unsecured creditors including NAPC/Sanders. NAPC/Sanders expects to receive a portion of the Trust Shares in final satisfaction of the Unsecured Claim. Because the Trust Shares are only to be distributed to holders of certain unsecured claims upon resolution of all disputed and contingent claims, the number of Trust Shares to be distributed to NAPC/Sanders cannot yet be determined. However, in its Annual Report the Issuer has estimated that between 4,000,000 and 6,000,000 of the Trust Shares will eventually be distributed to NAPC/Sanders in final satisfaction of the Unsecured Claim.

Item 4. Purpose of the Transaction.

NAPC/Sanders acquired shares of Common Stock in partial satisfaction of secured and unsecured claims against the Issuer pursuant to the Issuer's reorganization under Chapter 11 of the Bankruptcy Code. Except as otherwise indicated in Item 3 above and this Item 4, the Reporting Persons have no plan or proposals with respect to the Issuer

that relate to or could result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

A majority of the holders of the outstanding shares of Common Stock, including NAPC/Sanders, have executed a written consent, dated as of May 13, 1992 (the "Written Consent") pursuant to which such holders of Common Stock have approved (a) amended and restated articles of incorporation of the Issuer (the "Restated Articles") and (b) an amendment to the Issuer's restated bylaws (the "Bylaw Amendment").* Among other things, the Restated Articles will implement a 10-to-1 reverse stock split and prohibit the Issuer from issuing non-voting securities. The Bylaw Amendment restricts the number of directors of the Issuer. The Restated Articles and the text of the Bylaw Amendment are attached as Exhibits (c) and (d) hereto, respectively, and are hereby incorporated by reference herein.

The Reporting Persons intend to review on a continuing basis their investment in the Issuer and may increase or decrease such investment.

* In the Annual Report, the Issuer stated that the actions taken by the Written Consent will not be effective until after the Issuer has distributed an information statement to its stockholders describing such actions. The Reporting Persons believe that the Issuer first began mailing such information statement on July 10, 1992.

Item 5. Interest in Securities of the Issuer.

(a) and (b). To the best knowledge of the Reporting Persons, Philips, NAPC, Sanders and Lockheed, each may be deemed to beneficially own 26,295,010 shares (approximately 28%) of the outstanding Common Stock. NAPC beneficially owns 26,295,010 shares of Common Stock. By virtue of the fact that NAPC is an indirect wholly owned subsidiary of Philips, Philips and NAPC may be deemed to share the voting and dispositive power over the 26,295,010 shares of Common Stock owned by NAPC. Pursuant to the Licensing Agreement and the Letter Agreement, Sanders may be deemed to beneficially own 26,295,010 shares of Common Stock. By virtue of the fact that Sanders is a wholly owned subsidiary of Lockheed, Lockheed and Sanders may be deemed to share the voting and dispositive power over the 26,295,010 shares of Common Stock deemed beneficially owned by Sanders.

(c) Neither Philips, NAPC, Lockheed nor Sanders has effected any transactions in shares of Common Stock during the past 60 days.

(d) To the best knowledge of the Reporting Persons, no other person may be deemed to share the right to receive or the power to direct the receipt of dividends from and the proceeds from the sale of the shares of Common Stock owned by NAPC.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Except as described in Item 3 and Item 4 above or this Item 6, the Reporting Persons have not entered into any contracts, arrangements, understandings or relationships with respect to any securities of the Issuer. In order to help preserve tax benefits to the Issuer of certain net operating losses previously incurred by the Issuer, NAPC/Sanders has agreed to consult with the Issuer prior to disposing of the shares of Common Stock of the Issuer held by NAPC/Sanders.

Item 7. Material to be Filed as Exhibits.

<u>Exhibit</u>	<u>Description</u>
(a)	Agreement, having an effective date of January 27, 1972, by and between the Magnavox Company and Sanders Associates, Inc.
(b)	Letter, dated July 23, 1991, from Thomas M. Hafner, Vice President and General Counsel of Philips Consumer Electronics Company, a division of NAPC to Roger K. Hoover, General Counsel of Sanders
(c)	Amended and Restated Articles of Incorporation of Mediagenic
(d)	Text of Amendment to the Restated Bylaws of Mediagenic

(e)

Filing Agreement, dated
July 22, 1992, among
Philips, NAPC, Lockheed
and Sanders.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

PHILIPS ELECTRONICS N.V.

By /s/ F.P. Carrubba
Name: F.P. Carrubba
Title: Executive Vice
President

Dated: July 22, 1992

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

NORTH AMERICAN PHILIPS
CORPORATION

By /s/ Samuel J. Rozel
Name: Samuel J. Rozel
Title: Senior Vice
President and
Secretary

Dated: July 22, 1992

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

LOCKHEED CORPORATION

By /s/ C. R. Marshall
Name: C. R. Marshall
Title: Vice President-
Secretary

Dated: July 17, 1992

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

LOCKHEED SANDERS, INC.

By /s/ Roger K. Hoover
Name: Roger K. Hoover
Title: Secretary

Dated: July 20, 1992

SCHEDULE I

**A. Members of the Supervisory Board
of Philips Electronics N.V.**

Name: **W. Dekker**
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Retired
Employer: N/A
Employer's Address: N/A
**Principal Business
of Employer:** N/A
Citizenship: The Netherlands

Name: **A. Leysen**
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: President of the Board of
Directors
Employer: Agfa-Gevaert
Employer's Address: Septestraat 27, Mortsel,
Belgium
**Principal Business
of Employer:** Manufacturing Organization
Citizenship: Belgium

Name: **Sir Peter Carey**
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Retired
Employer: N/A
Employer's Address: N/A
**Principal Business
of Employer:** N/A
Citizenship: United Kingdom

Name: **F.X. Ortoli**
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: President Director General
Employer: Compagnie Francaise des
Petroles Total
Employer's Address: 24 Cours Michelet, 92800 -
Puteaux, France
**Principal Business
of Employer:** Petrol Exploration

Citizenship:	France
Name:	M. Kuilman
Business Address:	c/o Philips Electronics N.V. Groenewoudseweg 1, 5621 BA Eindhoven, The Netherlands
Principal Occupation:	Retired
Employer:	N/A
Employer's Address:	N/A
Principal Business of Employer:	N/A
Citizenship:	The Netherlands
Name:	J.P. Bennett
Business Address:	c/o Philips Electronics N.V. Groenewoudseweg 1, 5621 BA Eindhoven, The Netherlands
Principal Occupation:	Retired
Employer:	N/A
Employer's Address:	N/A
Principal Business of Employer:	N/A
Citizenship:	U.S.A.
Name:	P.G. Gyllenhammar
Business Address:	c/o Philips Electronics N.V. Groenewoudseweg 1, 5621 BA Eindhoven, The Netherlands
Principal Occupation:	Chairman of the Board
Employer:	A.B. Volvo
Employer's Address:	S-405 08 Geteborg, Sweden
Principal Business of Employer:	Car Manufacturing
Citizenship:	Sweden
Name:	W. Hilger
Business Address:	c/o Philips Electronics N.V. Groenewoudseweg 1, 5621 BA Eindhoven, The Netherlands
Principal Occupation:	Chairman of the Board
Employer:	Hoechst A.G.
Employer's Address:	Brüningstrasse 64, 6230 Frankfurt/Main, Germany
Principal Business of Employer:	Chemical
Citizenship:	Germany
Name:	G. Jeelof
Business Address:	c/o Philips Electronics N.V. Groenewoudseweg 1, 5621 BA Eindhoven, The Netherlands

Principal Occupation: Retired
Employer: N/A
Employer's Address: N/A
Principal Business
of Employer: N/A
Citizenship: The Netherlands

B. Board of Management and the Group Management
Committee of Philips Electronics N.V.

Name: J.D. Timmer
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: President, Chairman of the
Board of Management and the
Group Management Committee
Employer: Philips Electronics N.V.
Employer's Address: Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
**Principal Business
of Employer:** Manufacturing Organization
Citizenship: The Netherlands

Name: K. Hubée
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Executive Vice President
Member of the Board of
Management and the Group
Management Committee
Employer: Philips Electronics N.V.
Employer's Address: Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
**Principal Business
of Employer:** Manufacturing Organization
Citizenship: The Netherlands

Name: Ype G. Bouwkamp
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Executive Vice President
Member of the Board of
Management and the Group
Management Committee
Employer: Philips Electronics N.V.
Employer's Address: Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
**Principal Business
of Employer:** Manufacturing Organization
Citizenship: The Netherlands

Name: H.H.A. Appelo
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Executive Vice President
Member of the Board of
Management and the Group
Management Committee
Employer: Philips Electronics N.V.
Employer's Address: Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
**Principal Business
of Employer:** Manufacturing Organization
Citizenship: The Netherlands

Name: W. de Kleuver
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Member of the Group Management
Committee and Chairman of the
Senior Management of the
Components Division
Employer: Philips Electronics N.V.
Employer's Address: Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
**Principal Business
of Employer:** Manufacturing Organization
Citizenship: The Netherlands

Name: T. Meyer
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Member of the Group Management
Committee

Employer:
Employer's Address:

Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands

**Principal Business
of Employer:**
Citizenship:

Manufacturing Organization
Switzerland

Name:
Business Address:

E. Kloster
c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Member of the Group Management
Committee and Chairman of the
Senior Management of the
Lighting Division
Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands

Principal Occupation:

Manufacturing Organization
Norway

Employer:
Employer's Address:

**Principal Business
of Employer:**
Citizenship:

H. Bodt
c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Member of the Group Management
Committee and Chairman of the
Senior Management of the
Consumer Electronics Division
Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands

Principal Occupation:

Manufacturing Organization
The Netherlands

Employer:
Employer's Address:

**Principal Business
of Employer:**
Citizenship:

F.P. Carrubba
c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Executive Vice President,
Member of the Board of
Management and Group
Management Committee
Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands

Principal Occupation:

Manufacturing Organization
U.S.A.

Employer:
Employer's Address:

**Principal Business
of Employer:**
Citizenship:

Name: A.M. Levy
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Member of the Group Management
Committee and President and
Chief Executive Officer of
Polygram N.V.
Employer: Philips Electronics N.V.
Employer's Address: Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
**Principal Business
of Employer:** Manufacturing Organization
Citizenship: France

Name: D.G. Eustace
Business Address: c/o Philips Electronics N.V.
Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
Principal Occupation: Member of the Group Management
Committee
Employer: Philips Electronics N.V.
Employer's Address: Groenewoudseweg 1, 5621 BA
Eindhoven, The Netherlands
**Principal Business
of Employer:** Manufacturing Organization
Citizenship: United Kingdom

C. Directors and Executive Officers of
North America Philips Corporation

Name: Stephen C. Tumminello
Business Address: c/o North American Philips
Corporation, 100 East 42nd
Street, New York, NY 10017
Principal Occupation: Director, President and Chief
Executive Officer
Employer: North American Philips
Corporation
Employer's Address: 100 East 42nd Street, New
York, NY 10017
**Principal Business
of Employer:** Manufacturing
Citizenship: United States of America

Name: Peter E.J. Boost
Business Address: c/o North American Philips
Corporation, 100 East 42nd
Street, New York, NY 10017

Principal Occupation: Director, Executive Vice
President and Chief Financial
Officer

Employer: North American Philips
Corporation

Employer's Address: 100 East 42nd Street, New
York, NY 10017

**Principal Business
of Employer:** Manufacturing

Citizenship: United States of America

Name: Samuel J. Rozel

Business Address: c/o North American Philips
Corporation, 100 East 42nd
Street, New York, NY 10017

Principal Occupation: Director, Senior Vice
President, Secretary and
General Counsel

Employer: North American Philips
Corporation

Employer's Address: 100 East 42nd Street, New
York, NY 10017

**Principal Business
of Employer:** Manufacturing

Citizenship: United States of America

Name: Ype G. Bouwkamp
Business Address: c/o North American Philips Corporation, 100 East 42nd Street, New York, NY 10017
Principal Occupation: Executive Vice President
Members of the Board of Management and the Group Management Committee of Philips Electronics N.V.
Employer: North American Philips Corporation
Employer's Address: 100 East 42nd Street, New York, NY 10017
Principal Business of Employer: Manufacturing
Citizenship: The Netherlands

Name: Daniel F. Minahan
Business Address: c/o North American Philips Corporation, 100 East 42nd Street, New York, NY 10017
Principal Occupation: Executive Vice President
Employer: North American Philips Corporation
Employer's Address: 100 East 42nd Street, New York, NY 10017
Principal Business of Employer: Manufacturing
Citizenship: United States of America