


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b>  starpay.com, l.l.c.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: <u>Universal Certificate Group LLC</u> Internal Address: <u>8th Floor</u> _____ _____ Street Address: <u>38 East 29th Street</u> _____ City: <u>New York</u> State: <u>NY</u> Zip: _____ Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Patent License Agreement</u>  Execution Date: <u>03/28/03</u>		<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ _____ B. Patent No.(s) <u>6,370,514</u> _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Peter T. Wakiyama</u> Internal Address: <u>Wolf, Block, Schorr and Solis-</u> <u>Cohen LLP</u> _____ Street Address: <u>1650 Arch Street - 22nd Floor</u> _____ City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103</u>		<b>6. Total number of applications and patents involved:</b> <u>1</u> <b>7. Total fee (37 CFR 3.41):</b> .....\$ _____ <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>23-2820</u>			
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;">           Peter T. Wakiyama            _____            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>6/20/2003</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;">           Total number of pages including cover sheet, attachments, and documents: <u>9</u> </div>					

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

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## Patent License Agreement

THIS PATENT LICENSE AGREEMENT ("Agreement"), effective as of March 28, 2003 (the "Effective Date"), is entered into by starpay.com, l.l.c, an Oklahoma limited liability company having its principal place of business at 5600 N. May Avenue, Ste. 320, Oklahoma City, Oklahoma 73112 (hereinafter "LICENSOR"), and Universal Certificate Group LLC, a Virginia limited liability company, having its principal place of business at 38 East 29th Street, 8th Floor, New York, New York 10016 (hereinafter "LICENSEE").

WHEREAS, LICENSOR is the sole and exclusive owner of a certain patent and know-how directed to and used with marketing and redeeming vouchers when making online purchases;

WHEREAS, LICENSEE is in the business of facilitating automated corporate rewards and incentive programs and the sale of consumer gift certificates through one or more Affiliates (defined below), including its subsidiary GiveAnything.com, LLC; and through one or more Affiliates also provides online merchants with turnkey digital gift certificate enabling technology; and

WHEREAS, LICENSEE desires to acquire from LICENSOR an exclusive license for the right to use such patent and know-how;

NOW, THEREFORE, in consideration of the mutual covenants herein and intending to be legally bound, the parties agree as follows:

### 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:


"Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Licensee.

"Patent" means U.S. Patent Number 6,370,514, issued April 9, 2002; all divisions, continuations, reissues, reexaminations, substitutes, and extensions thereof; all foreign equivalents of the foregoing; and all know-how related to the subject matter thereof.

"Improvements" means future developments or modifications of an apparatus, method, system, or product, described in the Patent, whether or not patentable, or know-how or trade secrets related to such developments or modifications.

"Web Site" means any Internet-accessible consumer web site (e.g. GiveAnything.com) that (i) is operated by LICENSEE, by an Affiliate, or operated on behalf of LICENSEE by its agents or employees; and (ii) offers gift certificates or the like or is otherwise within the scope of Improvements.

"Gift Certificates" means gift certificates directly purchased over the Internet using a Web Site. Gift Certificates excludes gift certificates purchased by or through corporations, companies, businesses, partnerships, or the like, or obtained through LICENSEE's or its Affiliates' corporate business initiatives (e.g. corporaterewards.com), including, but not limited to, reward, incentive, loyalty, affinity or targeted solicitation programs, where such purchases are the direct result of sales efforts initiated by LICENSEE or its Affiliates instead of on-line transactions initiated by or on behalf of the user.



## 2. GRANT

LICENSOR hereby grants to LICENSEE an exclusive, worldwide license to make, use, enhance or improve, offer to sell, sell and import any invention covered by the Patent and any Improvements. Whether or not to engage in or continue to engage in any of the foregoing activities shall be determined by LICENSEE in its sole discretion.

## 3. SUBLICENSES

LICENSEE shall have the sole right to grant sublicenses, and to allow third parties to grant sublicenses on LICENSEE's behalf, to the licensed Patent and any Improvements without the prior consent of LICENSOR. Nevertheless, written notice of sublicenses shall be given to LICENSOR by LICENSEE as soon as practicable.

## 4. FEES AND ROYALTIES

a. Royalty. LICENSEE shall pay to LICENSOR a royalty of [REDACTED] of the Net Revenue for each year of the Term (as defined in Section 7) payable in bi-annual payments (the "Bi-annual Royalty"). The Bi-annual Royalty shall be paid within thirty (30) days of the end of each six month period during the Term.

b. License Fee. LICENSEE shall pay to LICENSOR a total License Fee of \$[REDACTED] over a period of three (3) years as follows:

1. LICENSEE shall pay to LICENSOR [REDACTED] against the total License Fee within thirty (30) days of the Effective Date.

2. Within thirty (30) days following the first anniversary of this Agreement, LICENSEE shall pay to LICENSOR a second payment of [REDACTED]

3. Within thirty (30) days following the second anniversary of this Agreement, LICENSEE shall pay to LICENSOR a third and final payment of [REDACTED].

c. Sharing of Sublicense Fees. LICENSEE shall pay LICENSOR [REDACTED] of any license fees or royalties paid to LICENSEE by any third parties to whom LICENSEE sublicenses the Patent ("Sublicense Royalty"). Such Sublicense Royalty, if any, shall be paid at the same time the Bi-annual Royalty is paid. Notwithstanding the foregoing, the Sublicense Royalty shall not apply to any sublicenses LICENSEE grants to its Affiliates.

d. Audit Right. Upon request of LICENSOR, but not more frequently than once each calendar year, LICENSEE shall permit LICENSOR to audit LICENSEE's and its Affiliates' records as reasonably necessary for LICENSOR to verify the accuracy of LICENSEE's calculation of the Annual Royalty and Sublicense Royalty. Any such audit shall be performed at LICENSEE's place of business and at the sole expense of LICENSOR.

## 5. IMPROVEMENTS

Any Improvements, whether or not patentable, made solely by LICENSOR to the invention covered in the Patent shall be owned exclusively by LICENSOR. Any Improvements made by LICENSEE or jointly by LICENSOR and LICENSEE shall be owned exclusively by LICENSEE. Each party shall promptly execute any documents reasonably requested by the other party to effectuate the ownership of rights under this Section.

## 6. REPRESENTATIONS AND WARRANTIES

LICENSOR represents and warrants that it is the sole owner of the Patent; that it has the right and power to grant the license granted herein; that there are no other agreements with any other party in conflict herewith; that the Patent is not the subject of any security interests, liens or other encumbrances; and that it will not permit the Patent to become the subject of any security interests, liens or other encumbrances during the Term.

LICENSOR represents and warrants that the Patent is not the subject of any claims of infringement or any other disputes. LICENSOR also represents and warrants that, to the best of its knowledge, the Patent does not infringe any right of any third party.

## 7. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for the term of the Patent (the "Term") unless this Agreement is sooner terminated pursuant to the provision below.

LICENSEE may, by written notice to LICENSOR, terminate this Agreement at will and without liability. In the event of any such termination, LICENSEE's payment obligations shall be limited to promptly calculating the Annual Royalty earned up to the date of termination for the current year of the Term and paying such amount to LICENSOR within thirty (30) days of the date of termination.

## **8. LITIGATION REGARDING THIRD PARTIES**

Each party shall promptly notify the other in writing of any suspected infringement(s) of the Patent and Improvements, including providing the other party with any evidence of such infringement(s). LICENSEE has the exclusive right to institute suit for infringement and to recover damages. LICENSEE is empowered to jointly name LICENSOR as a plaintiff, if required by law, when instituting suit for infringement, and LICENSOR shall provide assistance reasonably requested by LICENSEE, including, but not limited to the assistance of the inventor(s) named under the Patent. LICENSOR shall have the option to jointly participate in suit for infringement, in which case damages obtained shall be apportioned according to the share of fees and expenses borne by each party. A party not participating in payment for fees and expenses shall only be entitled to ~~one~~ of the participating party's net recovery.

If any claim of the Patent is held to be invalid by any court decree from which no appeal is or can be taken, such invalid claim will no longer be a part of the license granted in Section 2.

## **9. INDEMNITY**

LICENSOR agrees to defend and indemnify LICENSEE, its Affiliates, officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against LICENSEE based on the use of the invention covered by the Patent, including, but not limited to, infringement of intellectual property rights and challenges to the authenticity of the Patent. LICENSOR's obligations under the preceding sentence shall be capped at the aggregate of all licensing fees and royalties paid to LICENSOR under this Agreement.

## **10. NONASSIGNABILITY**

Neither party shall assign any rights under this Agreement not specifically transferable by its terms without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding anything herein to the contrary, upon prior written notice to the other party, either party may assign this Agreement, without the imposition of any transfer or assignment fees, to any of the following parties: (i) any Affiliate; (ii) any successor by merger, acquisition, consolidation or other corporate restructuring; or (iii) any entity which acquires all or substantially all of the assigning party's rights related to the Patent.

## **11. SEVERABILITY**

The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction, LICENSOR, by written notice to and with the consent of LICENSEE, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

**12. NO JOINT VENTURE**

Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

**13. NONUSE OF OTHER PARTY'S NAME**

In publicizing any use of inventions under this Agreement, neither party shall use the name of the other party or otherwise refer to any organization related to the other party, except with the prior written approval of the other party. Notwithstanding anything to the contrary in this Agreement, LICENSOR shall not disclose the existence of this Agreement or any of the terms of this Agreement unless (i) permitted in writing by LICENSEE; or (ii) required by law.

**14. WAIVER; INTEGRATION; ALTERATION; BINDING ON SUCCESSORS**

The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

Failure to object to a breach of this Agreement shall not be deemed a waiver of prior or subsequent default of the same or other provisions of this Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning Patents and Improvements.

This Agreement may be amended only by a writing signed by both parties.

Subject to Section 10, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

**15. INTELLECTUAL PROPERTY PROTECTION**

LICENSOR and LICENSEE agree to execute any documents reasonably requested by each other to effect the provisions of this Agreement, including, but not limited to, any documents required by LICENSEE to sue third parties for infringement and in order to record and perfect its exclusive license rights in and to the Patent.

**16. CONFIDENTIALITY OF INFORMATION**

It is understood and agreed that each party shall maintain all confidential and proprietary information which it may receive from any other party, including but not limited to proprietary information concerning such other party's products, software, ideas, know-how, financial plans and strategies, customer and employee data, documentation, services, processes, work product, and any licensed intellectual property of any third party, whether transmitted or conveyed orally, in writing, in the form of drawings, or whether perceived or observed by the first party while undertaking to perform services, as the strictly secret, confidential and proprietary information of such other party ("Proprietary Information"). Each party shall take all steps to protect and to not disclose the Proprietary Information of any other party. Each party further agrees: (i) except as

expressly permitted by this Agreement, not to make any use whatsoever of such Proprietary Information; (ii) except as expressly permitted by this Agreement, not to reveal to any third party any such Proprietary Information whether supplied by any other party or originated wholly or partially by any other party; and (iii) that any such Proprietary Information submitted to such party by any other party in tangible form, such as drawings, sketches, reports, etc., shall be promptly returned to such other party upon request.

Notwithstanding anything to the contrary set forth above, Proprietary Information will not include, and no party will be in breach of this Agreement for disclosure of, information or data of any other party which the disclosing party can demonstrate was: (i) known to the disclosing party prior to its receipt from the other party without a limitation or obligation of confidentiality under another agreement; (ii) independently developed by the disclosing party without use of the other party's protected information or data; (iii) in the public domain at the time of disclosure through no fault of the disclosing party; (iv) received from a third party (i.e., a person not a party to this Agreement) with a legal or contractual right to disclose such information or data; or (v) required to be disclosed as a result of a legal obligation to do so; provided, however, that the disclosing party must provide no less than ten (10) days prior written notice to the other party of its intention to disclose such information.

#### **17. REPORTS AND RECORDS**

At the end of each year of the Term, LICENSEE shall promptly provide a written report to LICENSOR detailing the calculation of the Annual Royalty payment for the preceding year. If this Agreement is terminated prior to the end of the Term, LICENSEE shall also provide a written report detailing the Annual Royalty payment for the year during which the termination occurs.

#### **18. RELEASE FOR PAST INFRINGEMENT**

Without any admission of wrongdoing by LICENSEE, LICENSOR, for itself, its successors, and assigns, releases and forever discharges LICENSEE, its past and present Affiliates, directors, officers, employees, successors, assigns, customers, and other transferees from any and all promises, causes of action, claims, and demands whatsoever in law or in equity arising or claimed to arise out of any infringement or asserted infringement of any patent, issued or issuing at any time, prior to the Effective Date of this Agreement.

#### **19. LICENSOR BANKRUPTCY**

In the event LICENSOR seeks or is involuntarily placed under the protection of the bankruptcy laws, Title XI, U.S. Code, and the trustee in bankruptcy rejects this Agreement, the parties agree that, pursuant to Section 365(n), this Agreement shall be treated as a license to intellectual property and LICENSEE shall have the right to retain all rights granted to it under this Agreement to the extent permitted by the law.

#### **20. FORCE MAJEURE**

Neither party will be in breach of this Agreement by its failure to wholly or partially perform or by its delay in performance of any of its obligations if that failure or delay is caused

by strikes, acts of God or public enemies, revolution, civil commotion, blockade, embargo, strikes, incendiaries, interference by civil or military authorities, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, representative of any such government, or any judicial authority, any fault beyond its control, or without its fault or negligence.

The party affected by such cause shall use its best efforts to avoid or remove such causes for nonperformance or delay, and shall resume performance under this Agreement when such cause is removed.

## 21. CONSTRUCTION

This Agreement shall be construed in accordance with the substantive laws of the State of New York.

Any claim, dispute, or controversy arising out of or relating to this Agreement that is not resolved between the parties will be submitted by the parties to arbitration by the American Arbitration Association under the Commercial Arbitration Rules then in effect for that Association, as modified herein or by agreement of the parties. Any such arbitration shall be conducted in New York, New York if commenced by LICENSOR or in Dallas, Texas if commenced by LICENSEE. Each party irrevocably and unconditionally consents to the jurisdiction of any such proceeding and waives any objection that it may have to personal jurisdiction or the laying of venue of any such proceeding. The parties will cooperate with each other in causing the arbitration to be held in as efficient and expeditious a manner as practicable. Each party will choose one arbitrator within thirty (30) days of receipt of the notice of intent to arbitrate. Within sixty (60) days of receipt of the notice of intent to arbitrate, the two arbitrators will choose a neutral third arbitrator who will act as chairman. If no arbitrator is appointed within the times herein provided, or any extension of time which is mutually agreed upon, the Association will make such appointment within thirty (30) days of such failure. Any award rendered by the arbitrators shall be final and binding upon the parties hereto. Judgment upon the award may be entered in any court of record of competent jurisdiction. Nothing herein shall prevent the parties from settling any dispute by mutual agreement at any time, nor shall this section be construed to reduce either party's right to seek injunctive relief in a court of competent jurisdiction.

## 22. NOTICES UNDER THE AGREEMENT

For the purpose of all written communications and notices between the parties, their addresses shall be:

LICENSOR: starpay.com, l.l.c  
Enterprise Plaza, Suite 320  
5600 North May Avenue  
Oklahoma City, Oklahoma 73112

and



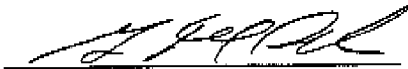
LICENSEE: UNIVERSAL CERTIFICATE GROUP LLC  
38 East 29th Street, 8th Floor  
New York, New York 10016  
Attn.: G. Edward Brookshire

or any other addresses of which either party shall notify the other party in writing.

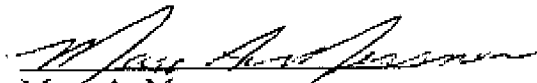
Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the above stated address, mailed by certified or registered mail, return receipt requested, or delivery by a recognized national overnight courier service. Notices shall be deemed given upon receipt.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers, if applicable, on the respective dates and at the respective places hereinafter set forth.

LICENSEE: UNIVERSAL CERTIFICATE GROUP, LLC

By:   
G. Edward Brookshire  
Title: CEO  
Date: 3/21/03

LICENSOR: starpay.com, l.l.c.

By:   
Marc A. Messner  
Title: CEO  
Date: 3/28/03