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Form PTO-1595	U.S. DEPARTMENT OF COMMERC 081652 U.S. Patent and Trademark Off
OMB No. 0651-0027 (exp. 6/30/2005)	
Tab settings	narks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
3.2-54	Teah Search 11 C
David E. Davidson	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes	]No
3. Nature of conveyance:	
Assignment Merger	500 Skokie Blvd Suite 585
Security Agreement Change of Nar	me Street Address: 500 Skokie Blvd., Suite 585
Other_Exclusive License	
	 City: NorthbrookState: <sup>  _</sup> Zip:_60062
10/25/2003	· · · · · · · · · · · · · · · · ·
10/25/2003 Execution Date:	Additional name(s) & address(es) attached? Yes 🖌 N
4. Application number(s) or patent number(s):	
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) 5,699,527
Additional numb	pers attached? Yes 🖌 No
5. Name and address of party to whom corresponde	ence 6. Total number of applications and patents involved:
concerning document should be mailed: Name:Anthony O. Brown	7. Total fee (37 CFR 3.41)\$40.00
Name: Anthony O. Brown	Enclosed
Internal Address:	
	Authorized to be charged to deposit account
Street Address:_ 500 Skokie Blvd., Suite 585	8. Deposit account number:
Street Address:	
City: Northbrook State: IL Zip: 60062	
9. Signature.	USE THIS SPACE
o. Signature.	0 1
Anthony O. Brown	02-26-2004
Name of Person Signing	Signature Date ng cover sheet, attachments, and documents:
Mail documents to be record	ed with required cover sheet information to:
Was	ients & Trademarks, Box Assignments shington, D.C. 20231
21 40.00 DP	
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J	PATENT

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#### EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement ("Agreement") is entered into this 25<sup>th</sup> day of October, 2003, by and between David E. Davidson, Hamachterot 30, Raanana, Israel 43551 ("Licensor"), and TechSearch, LLC ("TS"), having a principal place of business at 500 Skokie Boulevard, Suite 585, Northbrook, IL 60062 (collectively referred to herein as the "Parties").

#### WITNESSETH:

Whereas, Licensor is the owner of the U.S. Patent No. 5,699,527 and any corresponding patent applications, foreign patents and foreign patent applications, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations thereof (the "Patent");

Whereas, Licensor is willing to grant exclusive license rights in the Patent to TS and TS in turn, desires to exploit and enforce the Patent and to provide Licensor a certain percentage of the net profits, royalties, revenues and other proceeds arising from such exploitation and enforcement as provided herein.

**NOW, THEREFORE,** in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, Licensor and TS agree as follows:

#### ARTICLE 1 - TITLE: CERTAIN REPRESENTATIONS



#### ARTICLE 2 -- GRANT

2.1 Licensor grants TS the exclusive right and license under the Patent to make, have made, use, offer or sell products or services covered by the Patent, including the exclusive right to grant sublicenses. The exclusive right and license granted herein shall exist for the life of the Patent, or as otherwise provided in Article 6, below.

#### ARTICLE 3 - ROYALTIES AND OTHER PAYMENTS

EXPUNCED

Licensor's Initials: 22 TS's Initials:



Licensor's Initials: 77 TS's Initials:

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EXPUNGED

# ARTICLE 4 - RECORDS, REPORTS AND AUDITS

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TS's Initials: 197 Licensor's Initials:

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### **ARTICLE 5 - ENFORCEMENT OF LICENSED PATENT RIGHTS**



Ucensor's Initials:

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## ARTICLE 6 -- TERMINATION

EXPUNCED

Licensor's Initials: \_\_\_\_\_\_\_ TS's Initials: \_\_\_\_\_\_

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Licensor's Initials:

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ARTICLE 7 - ASSIGNMENT

EXPUNGED

**ARTICLE 8 -- ARBITRATION** 

EXPUNCED

ARTICLE 9 - MISCELLANEOUS

EXPUNGED

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ı Licensor's Initials: L TS's Initials: <u>AN</u>

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IN WITNESS WHEREOF, the Parties have executed this Exclusive License Agreement on the date first written above.

**TECHSEARCH, LLC** By: . على ر م

lts:

Parchon

David E. Davidson

Licensor's Initials: \_\_\_\_\_\_ TS's Initials: \_\_\_\_\_\_

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**RECORDED: 03/02/2004**