

06-18-2004

Form PTO-1595

(Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Douglas Hall
Donald L. Fairall

6-16-04

2. Name and address of receiving party(ies)

Name: Sandbox.com, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Assignment Royalty Agreement

Street Address: 1851 Alexander Bell Drive
Suite 105

City: Reston State: VA Zip: 20191

Execution Date: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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) 5,999,912

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald L. Fairall

Internal Address: _____

Street Address: 4644 North 22nd Street

Apartment 2012

City: Phoenix State: AZ Zip: 85016

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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OPR/FINANCE

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40.00 DP

DO NOT USE THIS SPACE

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9. Signature.

Donald L. Fairall

Name of Person Signing

Donald L. Fairall

Signature

6/18/04

Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 015460 FRAME: 0450

AGREEMENT TO PAY ROYALTIES

WHEREAS, the inventors Douglas Hall ("Hall") and Donald L. Fairall ("Fairall") (hereinafter Hall and Fairall are referred to as the "INVENTORS"), are co-inventors with Dennis Wodarz of methods and programs titled: **DYNAMIC ADVERTISING SCHEDULING, DISPLAY, AND TRACKING**, for which invention U.S. Patent Number 5,999,912 was granted on December 7, 1999, which patent INVENTORS have assigned or licensed to no one except to Sandbox.com, Inc. as described herein;

AND WHEREAS, Sandbox.com, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under and by virtue of the laws of the State of Delaware and having a place of business at 1851 Alexander Bell Drive, Suite 105, Reston, VA 20191, has acquired from INVENTORS an assignment of all of their rights, title and interest in the invention as described in the aforesaid patent, pursuant to that certain Assignment executed concurrently herewith;

AND WHEREAS, ASSIGNEE filed a five-count Counterclaim against Dennis Wodarz and INVENTORS in the pending law suit captioned "Dennis Wodarz v. Sandbox Entertainment Corporation, et al.", pending in the Superior Court of the State of Arizona in and for the County of Maricopa, Case No. CV 2001-014042, which Counterclaim alleges claims for breach of contract, breach of implied covenant of good faith and fair dealing, misappropriation, breach of fiduciary duty, and declaratory judgment of patent ownership (hereinafter, "the Counterclaim");

AND WHEREAS, GameBase, Inc. (hereinafter "GAMEBASE"), is a corporation organized and existing under and by virtue of the laws of the State of Delaware and having a place of business at 1530 Indian Hills Dr., Salt Lake City, UT 84108;

AND WHEREAS, ASSIGNEE has granted or intends to grant to GAMEBASE, a royalty-free perpetual license for GAMEBASE to use the invention as described in the aforesaid patent, the license extending to any company greater than 50% of which is owned by GAMEBASE, and the license being otherwise non-transferable except to a successor in interest of GAMEBASE, for which perpetual license to GAMEBASE no compensation is herein granted to the INVENTORS;

AND WHEREAS, ASSIGNEE intends to pursue granting one or more licenses to others to use the invention as described in the aforesaid patent in exchange for license income, no royalty-free licenses being granted by ASSIGNEE except to GAMEBASE as described herein;

AND WHEREAS, INVENTORS desire to receive a portion of said license income, and ASSIGNEE is willing to grant INVENTORS a portion of said license income as described herein;

AND WHEREAS, as a material inducement for ASSIGNEE to enter into this agreement, INVENTORS represent and warrant as follows:

1. that since the date of INVENTORS' employment with ASSIGNEE, INVENTORS have not applied for any patents or invented any patentable inventions, and have not assigned, licensed, or entered into any agreements regarding any patents or inventions except as duly disclosed to ASSIGNEE, specifically: (1) that certain

application for U.S. Patent entitled DYNAMIC ADVERTISING SCHEDULING, DISPLAY AND TRACKING, filed October 8, 1999 and assigned U.S. Patent Application Serial No. 09/414,630, and INVENTORS agree to assign to ASSIGNEE whatever rights they have to this patent or patent application upon demand at ASSIGNEES' expense, and (2) that certain application for U.S. Patent entitled DYNAMIC PAGE CREATION, filed October 8, 1999 and assigned Application Serial No. 08/846971 and has the same inventors as U.S. Patent No. 5,999,912 and INVENTORS agree to assign to ASSIGNEE whatever rights they have to this patent or patent application upon demand to ASSIGNEE at ASSIGNEES' expense.

2. that since the date of INVENTORS' employment with ASSIGNEE, INVENTORS have not embezzled or misappropriated, and that INVENTORS have not taken any money or equipment (of value in excess of \$1000) from ASSIGNEE except as authorized by ASSIGNEE which include the laptops possessed by Hall and Fairall and certain computer equipment purchased from ASSIGNEE by Hall and Fairall.
3. that INVENTORS have not committed fraud on ASSIGNEE,
4. that INVENTORS have not disclosed any of ASSIGNEE'S confidential information or trade secrets to anyone not authorized by ASSIGNEE to have such information, or copied, assisted others in copying, or appropriated copies of any of ASSIGNEE'S copyrightable materials of value except as duly authorized by ASSIGNEE.

NOW, THEREFORE, in view of the mutual covenants set forth herein, and for valuable consideration, the receipt of which is acknowledged by each party hereto, the parties agree as follows:

1. that the INVENTORS will execute the Assignment document attached hereto as Attachment A, and deliver the signed Assignment document to ASSIGNEE concurrently with the execution of this Agreement;
2. that as partial compensation for execution of the Assignment of Attachment A, ASSIGNEE will pay unto each of the two INVENTORS a Ten- Thousand Dollar (\$10,000.00) one time payment, i.e., Twenty-Thousand Dollars (\$20,000.00) collectively, the aforesaid one time payment being paid by two separate \$10,000.00 wire transfers, a first to "Douglas Hall" and a second to "Donald L. Fairall", each recipient being responsible to pay their own taxes thereon.
3. that as additional compensation for execution of the Assignment of Attachment A, ASSIGNEE will pay to the INVENTORS, or in the alternative to their successors, assigns or legal representatives, a royalty of ten percent (10%) total, i.e., five percent (5%) to each of the two INVENTORS, of all gross revenue or other consideration obtained by ASSIGNEE as a result of the licensing of the assigned patent rights, in the United States or any foreign country, or as a result of settling claims of infringement of the assigned patent rights, except that under no circumstances will royalties be owing to the INVENTORS as a result of income received by ASSIGNEE as a result of the aforesaid perpetual license to GAMEBASE, for which license no compensation is

8. that each of ASSIGNEE, on the one hand, and INVENTORS, on the other, hereby agree to mutually release, and hereby fully, finally, and forever release and discharge, each other, and the Officers and Directors of ASSIGNEE and the spouses and heirs of INVENTORS, of and from any and all claims and causes of action of every kind and character whatsoever, whether now known or anticipated or unknown or unanticipated, which each such party ever had, now has, might have, or might claim to have against one of the other parties, or arising out of or relating to any matter, event, cause or thing whatsoever occurring at any time up to and including the date of this Agreement; provided, however, that nothing in this release shall release any obligations under this Agreement. This release survives any termination of this agreement under paragraph 7 above.

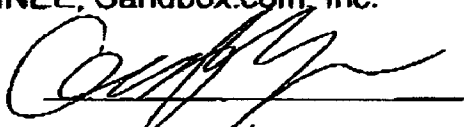
9. that this Agreement will be deemed to have been made and will be construed under the laws of the State of Arizona, and that the parties hereto will submit themselves to the jurisdiction and venue of the courts of the State of Arizona regarding any actions to interpret or enforce the provisions of this Agreement, and if any legal action is instituted to interpret or enforce any term or provision of this Agreement, that the prevailing party will be entitled to recover from the other party its reasonable attorneys' fees and all court costs, and that this Agreement contains the entire agreement by and between the parties to this Agreement and supersedes all previous communications between such parties concerning the subject matter hereof, and if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unenforceable or otherwise in conflict with law, such part, term, or provision shall be inoperative and void insofar as it is in conflict with law, but the validity of any remaining parts, terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid;

10. that this agreement can be executed in multiple counterparts and is valid when signed by all parties to this Agreement, and that electronically transmitted signatures are binding and acceptable.

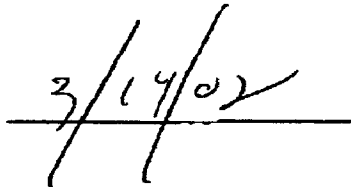
EXECUTED and effective as and from this 14 day of March, 2002.

ASSIGNEE, Sandbox.com, Inc.

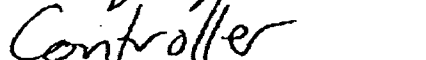
By:



Date:



Title:




INVENTOR, Douglas Hall Douglas C. Hall Date: 3/14/02
INVENTOR, Donald L. Fairall Donald L. Fairall, Jr Date: 3/14/02

EXECUTED as of the date written below by ASSIGNOR:

<u>INVENTOR'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>
Douglas Hall	101 S. Equestrian Court Gilbert, AZ 85296	<u>Douglas C. Hall</u>	<u>3/14/02</u>
Donald L. Fairall	4644 N. 22 nd St., #2012 Phoenix, AZ 85016	<u>Donald L. Fairall, Jr.</u>	<u>3/14/02</u>

STATE OF Arizona)
County of Maricopa) ss.

On March 14, 2002, before me, a notary public in and for said county, appeared Douglas Hall who is known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.


(Seal)  C. ANNE MCKIM
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
APRIL 17, 2005

[Signature]
Notary Public

My commission expires: 4/17/05

STATE OF Arizona)
County of Maricopa) ss.

On March 14, 2002, before me, a notary public in and for said county, appeared Donald L. Fairall who is known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(Seal)  C. ANNE MCKIM
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
APRIL 17, 2005

[Signature]
Notary Public

My commission expires: 4/17/05

SNELL & WILMER LLP.
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004-0001
Phone: (602) 382-6267
Fax: (602) 382-6070