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



102893968
PATENT ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

General Magic, Inc.

Execution Date(s) April 22, 2003

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

2. Name and address of receiving party(ies)

Name: Intellectual Ventures Patent Holding I, L.L.C.

Internal Address: _____

Street Address: 1422 130th Avenue NE

City: Bellevue

State: WA

Country: USA Zip: 98005

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

To be assigned

Additional numbers attached? Yes No

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o Thomas C. Fiala

Street Address: 1100 New York Avenue, N.W.

City: Washington

State: D.C. Zip: 20005-3934

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 1005
Expiration Date 08/2005

b. Deposit Account Number 19-0036

Authorized User Name SKGF P.L.L.C.

9. Signature:

Signature

11/24/04
Date

Thomas C. Fiala
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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REEL: 016028 FRAME: 0725

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of April 22, 2003, by and between General Magic, Inc., a Delaware corporation and a debtor and a debtor in possession ("Seller"), and Intellectual Ventures Patent Holding I, L.L.C., a Delaware limited liability company ("Purchaser").

RECITALS

A. Seller was a leading provider of voice infrastructure software products (the "Business").

B. On December 11, 2002, a voluntary bankruptcy case was filed by Seller under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code"), assigned Case No. 02-57022 (the "Chapter 11 Case"). Seller's bankruptcy case is pending in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court").

C. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, certain assets relating to the Business, upon the terms and subject to the conditions of this Agreement, and subject to the entry of an order of the Bankruptcy Court authorizing the transactions contemplated hereby.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated in this Agreement by reference, and the mutual representations, warranties and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I
PURCHASE AND SALE OF ACQUIRED ASSETS

SECTION 1.1. Purchase and Sale.

(a) Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser, effective as of the Closing, and Purchaser hereby agrees to purchase, effective as of the Closing, all of Seller's right, title and interest in, to and under the Acquired Assets (defined in Section 1.2(a), below) free and clear of all liens, claims and interests, security interests, security agreements, tax liens, judgments, encumbrances, mortgages, rights, charges, liabilities, obligations, restrictions and, except as otherwise provided herein or in Schedule 3.1(c), any licenses or other rights of third parties (implied or express) (collectively, "Encumbrances"), such transfers to be effected pursuant to the Bill of Sale and Assignment and Assumption Agreement referred to in Section 2.2 and the Sale Order (defined in Section 1.3(b)).

(b) For purposes of this Agreement, "Intellectual Property" shall mean, in each case, in any jurisdiction in the world: trade secrets; patents, patent licenses, and patent applications and any counterparts, reissues, divisions, extensions, continuations and continuations in part related to, and any other patents claiming priority from the foregoing; copyrights; copyright applications; trademarks; trade names; service marks; discoveries; inventions; know-how; protocols; formulae; processes; procedures; drawings; plans; designs; features; data; research; inventions; innovations; operating instructions; computer software; any computer software source code (both human readable and machine readable forms); object code compiled from the source code and any relevant comments, specifications and documentation.

SECTION 1.2. Acquired Assets and Excluded Assets.

(a) The term "Acquired Assets" means the Intellectual Property owned, held or licensed by Seller and listed on Schedule 1.2(a) (including any license or other agreements being assigned to and assumed by Purchaser, collectively "Assumed Contracts"), but excluding any asset that is an Excluded Asset. The transfer of the Acquired Assets shall take place pursuant to the transfer agreements described in Section 2.2(a). Purchaser reserves the right, up to the time of Closing, to withdraw one or more of the Assumed Contracts from this Agreement.

(b) Purchaser hereby assumes, effective as of the Closing, and agrees to pay, perform and discharge when due, those obligations and liabilities arising in connection with the Acquired Assets following the Closing; *provided, however*, that in no event shall Purchaser assume (i) any obligations or liabilities arising or accruing prior to the Closing (including any obligations or liabilities arising from or relating to any breach of any provision of any of the Assumed Contracts, or from any event, circumstance or condition occurring or existing on or prior to the Closing that, with notice or lapse of time, would constitute or result in a breach of any of the Assumed Contracts, or which are not ascertainable in nature and amount solely by reference to the express written terms of the Assumed Contracts) or (ii) any obligations or liabilities not expressly assumed hereunder (including all obligations and liabilities relating to the Excluded Assets).

(c) Notwithstanding anything to the contrary herein, the Acquired Assets shall not include the following "Excluded Assets":

(i) All rights of Seller under this Agreement and the agreements, instruments and certificates delivered in connection with this Agreement.

(ii) Avoidance actions under the Bankruptcy Code and the proceeds thereof.

SECTION 1.3. Purchase Price.

(a) The purchase price for the Acquired Assets (the "Purchase Price") shall be US|

EXECUTION COPY

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

INTELLECTUAL VENTURES PATENT
HOLDING I, L.L.C.; a Delaware limited liability
company

By: Intellectual Ventures Management, L.L.C., its
sole manager

By: 
Name: Gregory Corder
Title: Managing Director

GENERAL MAGIC, INC., a Delaware corporation

By: 
Name: Mary E. Doyle
Title: Responsible Individual

Schedule 1.2 (a) – Acquired Assets

For the avoidance of doubt, the Acquired Assets also include any counterparts, reissues, divisions, extensions, continuations and continuations in part related to, and any other patents claiming priority from, any of the patents listed below in any jurisdiction worldwide.

1. System and Method for Distributed Computation based Upon the Movement, Execution and Interaction of Processes in a Network – US Patent Nos. 5,603,031 (including related foreign filings pending in Canada (#2143672), Hong Kong (#98116124.8) and Japan (7-509799)), 6,016,393
2. Objective Code Structure and Method for Translation of Architecture Independent Program Implementations – US Patent No. 6,021,275.
3. Network System Extensible by Users – US Patent No. 6,163,794
4. Mobile Device Patents
 - a) Graphical user interface for modifying object characteristics using coupon objects – U.S. Patent No. 5,611,031
 - b) Graphical user interface for navigating between levels displaying hallway and room metaphors – U.S. Patent Nos. 5,689,669, 5,896,133
 - c) Shadow mechanism having master blocks for a modifiable object oriented system – U.S. Patent Nos. 5,692,187, 5,819,306
 - d) Method for transmitting information over an intelligent low power serial bus – U.S. Patent No. 5,675,811
 - e) Bus interface circuit for an intelligent low power serial bus – U.S. Patent No. 5,787,298
 - f) Method for transmitting bus commands and data over two wires of a serial bus – U.S. Patent No. 5,793,993
 - g) Support structures for an intelligent low power serial bus – U.S. Patent No. 5,812,796
 - h) Method for configuring an intelligent low power serial bus – U.S. Patent No. 5,938,742
5. Mobile Device Software – Magic Cap (Communicating Application Platform) Software (Versions 1.0, 1.5, 3.0 and 3.1)
6. Mobile Device Hardware Reference Designs
7. Technology License Agreement between Seller and Toshiba Corporation dated November 25, 1993, as amended.
8. PCT (#US94/07397) and EPO (#94305058.3) applications