

FORM PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Atty. Docket No. 124.0006-00 to 05

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

1. Name of conveying party(ies):
Hark C. Chan
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Data Innovation, LLC
Internal Address: _____
Street Address: 500 Newport Center Drive, 7th Floor
City: Newport Beach State: California Zip: 92660
Additional name(s) & Address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Redacted Exclusive License Agreement
Execution Date: November 1, 2004

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 Number(s):
10/642,997
10/932,540
Additional numbers attached? Yes No

B. Patent Number(s):
6,473,860 6,772,344
6,609,202 6,789,198

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: MARTIN & FERRARO, LLP
Internal Address: _____
Street Address: 1557 Lake O'Pines Street, NE
City: Harville State: Ohio Zip: 44632

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41): \$240.00
 Enclosed (Please charge deficiency to deposit account)
 Authorized to be charged to deposit account
8. Deposit Account No.:
50-1068

DO NOT USE THIS SPACE

9. Signature:
Amedeo F. Ferraro  April 11, 2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 12

CH \$240.00 501068 10642997

CHAN II

EXCLUSIVE LICENSE AGREEMENT

This Agreement is entered into as of this 1st day of November, 2004, by and between Hark C. Chan, residing at 22700 Alcalde Road, Cupertino, CA ("Chan"), and Data Innovation, LLC ("Licensee"), having a principal place of business at 500 Skokie Boulevard, Suite 585, Northbrook, IL 60062 (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, Chan is the owner of the patents, patent applications, continuations and continuations in part listed on Schedule A hereto and all corresponding patent applications, foreign patents and foreign patent applications, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations thereof (the "Chan Patents");

[REDACTED]

WHEREAS, Chan is willing to grant worldwide exclusive license rights in the Chan Patents to Licensee and Licensee in turn, desires to exploit and enforce the Chan Patents and to provide Chan 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, Chan and Licensee agree as follows:

[REDACTED]

ARTICLE 2 - GRANT

2.1 Chan grants Licensee the worldwide, exclusive right and license under the Chan Patents to make, have made, use, offer, sell or import products and to practice methods, including the right to grant sublicenses, together with exclusive rights to enforce the Chan Patents, to collect damages for past and future infringement and to seek equitable relief or any other allowable remedy. The right and license granted herein shall exist for the life of the Chan Patents, or as otherwise provided in Article 6, below.

2.2 No license or right is granted by implication or otherwise, except as expressly set forth in this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5 – ENFORCEMENT OF LICENSED PATENT RIGHTS

5.1 Subject to the terms of this Agreement, Licensee will pursue licensing and enforcement of the Chan Patents at its expense. Licensee will use reasonable commercial efforts to negotiate licenses with companies that Licensee believes may be infringing the Chan Patents. If, in Licensee's judgment, it is necessary and appropriate taking into account all the circumstances, Licensee will institute enforcement action against certain or all of the companies that Licensee believes are infringing the Chan Patents; and Licensee will use reasonable commercial efforts to defend any claims that the Chan Patents are invalid. With the assistance and advice of Chan, Licensee will pursue the prosecution of pending applications included in the Chan Patents and will instruct the attorney handling the prosecution to provide Chan with copies of all documents filed with or received from the PTO. Licensee shall not abandon an application without Chan's consent, which shall not be unreasonably withheld.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 7 – ASSIGNMENT

7.1 This Agreement shall inure to the benefit of, and be binding upon the respective successors and assigns of Chan and Licensee, subject to Section 7.2, below.

7.2 This Agreement is personal and non-assignable, except it may be assigned by Licensee without such assignment operating to terminate, impair or in any way change any of the obligations or rights which Licensee would have had, or any of the rights which Chan would have had, if such assignment had not occurred, provided such assignment does not alter or diminish the obligation of any assignee to make payments to Chan consistent with those required by this Agreement. In the event of any assignment or transfer by Licensee for consideration, then such consideration shall be deemed part of the "Total Recoveries" as described herein. Similarly, Chan may transfer or assign all or any part of his interest in this Agreement or sell or transfer all or some of the Chan Patents, without such assignment, transfer or sale operating to terminate or impair this Agreement or any of the obligations of Chan under this Agreement. Licensee may also assign this Agreement to an affiliate of Licensee, provided such affiliate agrees to be bound by all the terms and conditions of this Agreement as though it were an original party to it.

[REDACTED]

[REDACTED]


[REDACTED]

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

DATA INNOVATION, LLC

By: 

Its: President


Hark C. Chan

SCHEDULE A

U.S. Patent Nos.

6,473,860

6,609,202

6,772,344

6,789,198

and all corresponding patent applications, foreign patents and foreign patent applications, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations, of the patents listed above. ___