

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Cambrian Explosion, LLC	05/18/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Jeffrey P. Bezos
<b>Street Address:</b>	1200 12th Avenue South
<b>Internal Address:</b>	Suite 1200
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98144
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10028219
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)682-6031
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(206) 622-4900
<b>Email:</b>	michellet@seedip.com
<b>Correspondent Name:</b>	James A. D. White
<b>Address Line 1:</b>	701 Fifth Avenue
<b>Address Line 2:</b>	Suite 6300
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104-7092
<b>NAME OF SUBMITTER:</b>	James A. D. White

**Total Attachments: 8**

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**PATENT**

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Correction Initialed JW  
Date: 3.10.05  
Effective: May 18, 2004

**ASSIGNMENT AGREEMENT**

This Assignment Agreement (this "Agreement") is made by and between Cambrian Explosion LLC, a ~~California~~ Delaware limited liability company ("Assignor"), and Jeffrey P. Bezos, an individual ("Assignee").

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

**Section 1. Definitions**

Unless otherwise specified herein, whenever used in this Agreement (other than in Exhibit A hereto) with initial letters capitalized, the following terms will have the following defined meanings:

"Assigned Properties" means, collectively, the Patent Application and the Related Rights.

"Patent Application" means U.S. Patent Appl. No. 10/028,219, filed October 24, 2001, titled "Digital Media Resource Messaging".

"Related Rights" means, collectively: (a) any domestic or foreign patent applications and registrations related to the Patent Application or any inventions claimed therein (including, without limitation, all patents that issue from or claim priority to the Patent Application or any inventions claimed therein and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing (collectively, "Patent Rights")); (b) all goodwill associated with the Patent Application or any Patent Rights; (c) all rights to causes of action and remedies related to the Patent Application or any Patent Rights (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related thereto); and (d) any and all other rights and interests arising out of, in connection with or in relation to the Patent Application or the Patent Rights or any inventions claimed therein.

**Section 2. Payment and Assignment**

Assignee will pay the sum of \$ 5,000.00 (Five Thousand Dollars) to Assignor within seven (7) days of the date of execution of this Agreement. Upon receipt of payment from Assignee, Assignor will execute and deliver to Assignee an assignment in the form attached hereto as Exhibit A in order to effect and evidence the sale, assignment and transfer of the Assigned Properties to Assignee.

**Section 3. Certain Undertakings by Assignor**

3.1 **Representations and Warranties.** Assignor represents and warrants that: (a) it is the sole owner of the Assigned Properties; (b) it has the full right, power and authority necessary to enter into this Agreement and perform its obligations hereunder; (c) the Assigned Properties are free of any liens, security interests, encumbrances or licenses; (d) Assignor is not aware of any infringement or misappropriation of any of the Assigned Properties by any person or entity; and (e) Assignor is not aware of any claims, pending or threatened, with respect to the validity of any of the Assigned Properties or Assignor's rights in the Assigned Properties.

3.2 **Further Assurances; Appointment as Attorney-in-Fact.** Assignor shall, upon

Assignee's request and at Assignee's expense, take such actions as Assignee may reasonably request (including, without limitation, execution of affidavits and other documents) to: (a) effect, perfect or confirm Assignee's ownership of the Assigned Properties; (b) assist Assignee in enforcing its rights with respect to the Assigned Properties; and/or (c) otherwise effectuate the intent of this Agreement. If Assignor fails or refuses to take any such actions or execute any such documents, Assignor hereby appoints Assignee as Assignor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Assignor's behalf and to take such actions and/or execute such documents.

**Section 4. Miscellaneous**

**4.1 Choice of Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Washington without reference to its choice of law rules.

**4.2 Notices.** Any notice or other communication pertaining to this Agreement must be in writing and must be sent to the intended recipient by registered mail, receipted commercial courier, or electronically receipted facsimile transmission, at its address(es) and/or facsimile number(s) set forth below and to the attention of the person executing this Agreement on behalf of such party. Either party may from time to time change such address or individual by giving the other party notice of such change in accordance with this Section 4.2.

**4.3 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, and each of them.

**4.4 Nonwaiver.** Any waiver of any provision of this Agreement must be made in a writing signed by the party to be charged with the waiver. No failure or forbearance by either party to exercise its rights or insist upon or enforce the performance of the other party's obligations shall be deemed a waiver or relinquishment of such party's right to subsequently exercise such rights or insist upon or enforce the performance of such obligations in that or any other instance; rather, the same shall remain in full force and effect.

**4.5 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications with respect thereto. This Agreement may not be modified, amended or altered except by a written instrument signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of later date set forth below.

<p>Cambrian Explosion LLC</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>WENY PARINAKAYAN</u></p> <p>Title: <u>PARTNER</u></p> <p>Address for notices: <u>401 CASTRO ST. #260</u> <u>MOUNTAIN VIEW, CA 94041</u></p> <p>Fax: <u>650-938-5959</u></p>	<p>Jeffrey P. Bezos</p> <hr/> <p>Address for notices: c/o Elizabeth Korrell 1200 12<sup>th</sup> Avenue South, Suite 1200 Seattle, WA 98144 Fax: (206) 266-1860</p>
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Assignee's request and at Assignee's expense, take such actions as Assignee may reasonably request (including, without limitation, execution of affidavits and other documents) to: (a) effect, perfect or confirm Assignee's ownership of the Assigned Properties; (b) assist Assignee in enforcing its rights with respect to the Assigned Properties; and/or (c) otherwise effectuate the intent of this Agreement. If Assignor fails or refuses to take any such actions or execute any such documents, Assignor hereby appoints Assignee as Assignor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Assignor's behalf and to take such actions and/or execute such documents.

**Section 4. Miscellaneous**

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**4.3 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, and each of them.

**4.4 Nonwaiver.** Any waiver of any provision of this Agreement must be made in a writing signed by the party to be charged with the waiver. No failure or forbearance by either party to exercise its rights or insist upon or enforce the performance of the other party's obligations shall be deemed a waiver or relinquishment of such party's right to subsequently exercise such rights or insist upon or enforce the performance of such obligations in that or any other instance; rather, the same shall remain in full force and effect.

**4.5 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications with respect thereto. This Agreement may not be modified, amended or altered except by a written instrument signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of later date set forth below.


<p><b>Cambria Explosion LLC</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address for notices:          _____          _____</p> <p>Fax: _____</p>	<p><b>Jeffrey P. Bezos</b></p>  <p>Address for notices:          c/o Elizabeth Korrell          1200 12<sup>th</sup> Avenue South, Suite 1200          Seattle, WA 98144          Fax: (206) 266-1860</p>
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EXHIBIT A

Correction  
Initialed: *[Signature]*  
Date: 3-15-05  
Effective: May 18, 2004

FORM OF ASSIGNMENT

WHEREAS, Cambrian Explosion LLC, a ~~California~~ <sup>Delaware</sup> limited liability company having a place of business at ~~Mountain View, CA~~ <sup>Mountain View, CA</sup> ("Assignor"), is the owner of U.S. Patent Appl. No. 10/028,219, filed October 24, 2001, titled "Digital Media Resource Messaging".

WHEREAS, Jeffrey P. Bezos, an individual, having a place of business at 1200 12<sup>th</sup> Avenue South, Suite 1200, Seattle, Washington 98144 ("Assignee") desires to acquire Assignor's entire right, title, and interest in and to the Patent Application, together with all of the following (collectively, the "Related Rights"): (a) any domestic or foreign patent applications and registrations related to or to the inventions claimed therein (including, without limitation, all patents that issue therefrom and all divisions, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing) (the "Patent Rights"); (b) all goodwill associated with the Patent Application or Patent Rights; (c) all rights to causes of action and remedies related to the Patent Application or Patent Rights (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and (d) any and all other rights and interests arising out of, in connection with or in relation to the Patent Application or Patent Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, and agrees to sell, assign and transfer to Assignee, all right, title and interest throughout the world in, to, and under the Patent Application, the inventions claimed therein, and all Related Rights. Assignor hereby authorizes and requests the Commissioner of Patents of the United States to issue all patents resulting from the Patent Application to Assignor or its successors or assigns.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 18 day of May, 2004

[Assignor]  
*[Signature]*  
\_\_\_\_\_  
[NAME] JEFFREY HARINARAYAN  
[TITLE] PARTNER

STATE OF California

COUNTY OF Santa Clara

ss.

On May 18<sup>th</sup>, 2004, before me, Johnny Kwon, Notary Public, personally appeared Venkatesh Harina [NAME] personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Johnny Kwon  
Notary Signature



## ADDENDUM

WHEREAS, on or about May 18, 2004, Cambrian Explosion, LLC (“Assignor”), a Delaware limited liability company, executed, through an authorized partner, the Assignment Agreement (“the Agreement”), attached hereto as Exhibit A;

WHEREAS, on May 18, 2004, Assignor executed, through an authorized partner, the Assignment (“the Assignment”), attached hereto as Exhibit B;

WHEREAS the Assignment, without limitation, assigned all right, title and interest throughout the world in, to, and under U.S. Patent Application No. 10/028,219, the inventions claimed therein, and all RELATED RIGHTS to Jeffery P. Bezos (“Assignee”);

WHEREAS, the above-referenced Application claims priority from the following U.S. Provisional Applications: No. 60/313,503 filed August 21, 2001; No. 60/315,949 filed August 31, 2001; and No. 60/324,273 filed September 25, 2001;

WHEREAS, the Assignment incorrectly identified Assignor as “Cambrian Explosion, LLC, a California limited liability company”;

WHEREAS, Assignor acquired all right, title and interest throughout the world in, to, and under U.S. Patent Application No. 10/028,219, the inventions claimed therein, and all RELATED RIGHTS through the Prior Assignment (“the Prior Assignment”), attached hereto as Exhibit C;

WHEREAS Krishnan V. Shankar was the Prior Assignor (“the Prior Assignor”) in the Prior Assignment;

WHEREAS, the Prior Assignment incorrectly identified Assignor as “Cambrian Explosion, Inc., a corporation of Washington”;



WHEREAS, the Prior Assignment incorrectly identified the Prior Assignor as “Krishnon V. Shankar” in one location;

WHEREAS, Assignor understands that the Prior Assignment is concurrently being corrected to properly identify Assignor and the Prior Assignor;

WHEREAS, a successor-in-interest to Assignee has requested Assignor’s assistance in correcting the above-referenced errors;

WHEREAS, the Assignment Agreement provides that Assignor will provide such assistance when requested; and

WHEREAS, an authorized representative of Assignor has signed and initialed appropriate corrections to the Assignment Agreement and to the Assignment, identifying Cambrian Explosion, LLC, a Delaware limited liability company, as the Assignor.

NOW, THEREFORE, Assignor, through its authorized representative, represents and warrants as follows:

1. The corrections to the attached Assignment Agreement and Assignment are effective as of May 18, 2004, the date the Assignment was originally executed.
2. Cambrian Explosion, LLC, a Delaware limited liability company, was, at the time the Prior Assignment was originally executed, the Assignee of the Prior Assignment.
3. Cambrian Explosion, LLC, a Delaware limited liability company, was, at the time the Assignment was originally executed, the Assignor of the Assignment.
4. Krishnan V. Shankar was, at the time the Prior Assignment was originally executed, the Prior Assignor of the Prior Assignment.
5. The Assignment conveyed, without limitation, all right title and interest in and to U.S. Patent Application No. 10/028,219, and all right, title and interest in and to U.S. Provisional

Application No. 60/313,503, filed August 21, 2001, U.S. Provisional Application No. 60/315,949, filed August 31, 2001, and U.S. Provisional Application No. 60/324,273, filed September 25, 2001.

IN WITNESS WHEREOF, the Assignor has caused this Addendum to the attached Assignment to be executed.

Cambrian Explosion, LLC

  
\_\_\_\_\_  
Venky Harinarayan  
Title: Partner

3.15.01  
\_\_\_\_\_  
Date

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