

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment & Assumption
CONVEYING PARTY DATA	
Name	Execution Date
Acacia Patent Acquisition Corporation	10/24/2007
RECEIVING PARTY DATA	
Name:	Digital Background Corporation
Street Address:	500 Newport Center Dr.
Internal Address:	7th Floor
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5764306
CORRESPONDENCE DATA	
Fax Number:	(949)480-8379
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-480-8345
Email:	mfrechette@acaciares.com
Correspondent Name:	Marc J. Frechette, Esq.
Address Line 1:	500 Newport Center Dr.
Address Line 2:	7th Floor
Address Line 4:	Newport Beach, CALIFORNIA 92660
ATTORNEY DOCKET NUMBER:	DPM
NAME OF SUBMITTER:	Marc J. Frechette, Esq.
Total Attachments: 2 source=APAC - DBC Assumption Agreement#page1.tif source=APAC - DBC Assumption Agreement#page2.tif	

OP \$40.00 5764306

PATENT

500400345

REEL: 020119 FRAME: 0702

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is effective as of October 24, 2007, by and between Acacia Patent Acquisition Corporation, a Delaware Corporation, having a place of business at 500 Newport Center Drive, 7th Floor, Newport Beach, CA 92660 ("Assignor") and Digital Background Corporation, a Delaware corporation, having a place of business at 500 Newport Center Drive, 7th Floor, Newport Beach, CA 92660 ("Assignee").

WHEREAS, Assignor and Digital Property Management, LLC ("DPM") are parties to an Exclusive License Agreement ("Exclusive License") dated September 21, 2007 pursuant to which DPM as the owner of U.S. Patent No. 5764306 (the "Patent"), agreed to, among other things, grant the worldwide exclusive right and license under the Patent to Assignor, 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 Patent, to collect damages for past and future infringement and to seek equitable relief or any other allowable remedy;

WHEREAS, in accordance with Section 7.2 of the Exclusive License, Assignor wishes to assign its entire rights, obligations, interests and liabilities in the Exclusive License in connection with the Patent to Assignee, which is an affiliate of Assignor; and

WHEREAS, Assignee agrees to assume such rights, obligations, interests and liabilities of Assignor under the Exclusive License in connection with the Patent.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

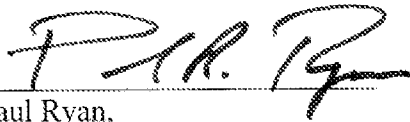
1. Assignor hereby does transfer and assign unto Assignee all of Assignor's rights, obligations, interests and liabilities under the Exclusive License as such rights, obligations, interests and liabilities relate to the Patent including, without limitation, the exclusive right to sue for and collect past, present, and future damages and the right to all past, present, and future claims or causes of action for damages or equitable relief for infringement of the Patent.
2. For and in consideration of the assignment hereunder, Assignee hereby assumes all of Assignor's rights, obligations, interests and liabilities under the Exclusive License as such rights, obligations, interests and liabilities relate to the Patent to the same extent as though it had originally been named as a party thereto and agrees to observe, perform and fulfill all the terms and conditions of the Exclusive License as the terms and conditions relate the Patent, including without limitation the payment obligations, to the same extent as if it had been originally named as a party thereto.
3. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

{SIGNATURES ON FOLLOWING PAGE}

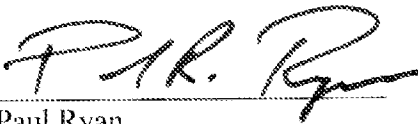
4. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ACACIA PATENT ACQUISITION CORPORATION

By: 
Paul Ryan,
Chairman and CEO

DIGITAL BACKGROUND CORPORATION

By: 
Paul Ryan
Chairman and CEO