

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	LICENSE
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CONVEYING PARTY DATA	
Name	Execution Date
Smartpaper Networks Corporation	04/20/2007

RECEIVING PARTY DATA	
Name:	Shoot the Moon II, LLC
Street Address:	7011 Koll Center Parkway, Suite 110
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94566

PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	5624265
Patent Number:	5749735
Patent Number:	5757304
Patent Number:	5763112
Patent Number:	5788507
Patent Number:	5839905
Patent Number:	5911582
Patent Number:	5957695
Patent Number:	6327459
Patent Number:	6650867
Patent Number:	6968151

CORRESPONDENCE DATA	
Fax Number:	(714)557-3347
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(714)557-3800

**CH \$440.00 5624265**

Email: jessica\_clark@bstz.com  
Correspondent Name: Blakely Sokoloff Taylor & Zafman LLP  
Address Line 1: 1279 Oakmead Parkway  
Address Line 4: Sunnyvale, CALIFORNIA 94085

ATTORNEY DOCKET NUMBER: 78781G000

NAME OF SUBMITTER: Roger W. Blakely, Jr.

Total Attachments: 7  
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## LICENSE AGREEMENT

This License Agreement (this "Agreement"), is made effective as of the 20th day of April, 2007 (the "Effective Date"), by and between Smartpaper Networks Corporation, a Delaware corporation, having an address at 5930 Great Star Drive, #403, Clarksville, MD 21029 ("Licensor") and Shoot the Moon II, LLC, an California limited liability company having a place of business at 3825 Hopyard Road, Suite 106, Pleasanton, CA, 94588 ("Licensee"), (collectively the "Parties").

### RECITATIONS

**WHEREAS**, Licensor is the owner of all right, title and interest in and to certain patents (the "Patents") identified in Exhibit A, subject to the purchase agreement between Licensor and TV Interactive Data Corporation dated June 19, 2002 (the "Purchase Agreement") the contents of which may be amended, as agreed by the Parties, from time to time; and

**WHEREAS**, Licensee wishes to obtain from Licensor and Licensor wishes to grant to Licensee a license set forth herein with respect to those Patents.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **I. Definitions.**

As used in this Agreement, the following terms shall have the following meanings:

(a) "Patent Rights" shall mean the Patents set forth in Exhibit A and any United States patent applications claiming priority therefrom, any continuation or divisional patent applications filed thereon, any patents issued thereon, any reexaminations, divisions, renewals, substitutions, extensions, revisions and reissues thereof, and any United States patent application filed for the Improvements.

(b) "Improvements" shall mean any improvement, refinement, enhancement or other modification of the Patent Rights, or technology directly related thereto, made by Licensor or their agents before or during the term of this Agreement.

(c) "Licensed Products" shall mean any products that would be considered to infringe at least a single valid claim of any issued patent as defined in the Patent Rights. Licensee shall mark all Licensed Products made, used or sold under the terms of this Agreement, or their containers, in accordance with the

applicable patent marking laws, as reasonably provided by Licensor, such markings not to exceed a reasonable size or scope.

(d) "Net Revenue" from the Licensed Products shall mean royalty receipts actually received from third party sub-licensee.

(e) "Expiration of the Patent Rights" shall mean the earlier of: (i) the date on which the last United States patent in the Patent Rights expires; or (ii) the date on which the last United States patent is ruled invalid or unenforceable by a court of competent jurisdiction.

(f) "License" shall mean the rights granted in Section 3 below.

(g) "Toy Field" shall mean any product that is sold or licensed to a toy manufacturer and sold at retail for use as entertainment, edutainment, educational, game or play. Likely retail outlets include, but are not limited to, Toys-R-Us, Walmart, Target, etc.

**2. Representations and Warranties.** Licensor represents and warrants that:

(a) it has the right and authority to enter into this Agreement;

(b) to the best of its knowledge, it is the sole owner of the Patent Rights licensed hereunder and the use thereof does not and will not violate any law or infringe upon or violate any rights of any person, firm or corporation;

(c) it is not a party to any other existing agreement which would prevent it from entering into or performing its obligations under the terms of this Agreement, subject to the Purchase Agreement;

(d) to the best of its knowledge, each patent of the Patent Rights has or will be validly issued; and

(e) all maintenance fees due or becoming due on each patent of the Patent Rights has or will be paid in a timely manner.

(f) the license granted herein is provided "as is" and without warranty of merchantability or warranty of fitness for a particular purpose or any other warranty, express or implied. Licensor makes no representation or warranty that the use of the patent rights will not infringe any other patent or other proprietary rights.

**3. Grant of Rights.**

(a) Subject to the terms and conditions herein contained, Licensor hereby grants to Licensee an exclusive license during the term to use the Patent Rights and to sub-license, manufacture, distribute, import, sell, advertise and

promote any product that is based on the patents in the Toy Field. The license granted herein is exclusive and Licensor shall not grant to any third party a further license to any Patent Rights for any product in the Toy Field during the term of this agreement. Notwithstanding the foregoing, Licensor is permitted to license the Patent Rights and related rights for products outside of the Toy Field. The exclusive license granted herein shall also operate to the exclusion of Licensor.

## 5. Consideration.

(a) In consideration for the License granted hereby, Licensee shall pay Licensor royalties of 25% of Licensee's Net Revenue from royalty receipts to third party companies. Licensor shall have the right to receive such Net Revenue reports that may be provided to Licensee from time to time.

(b) Upon execution, Licensee shall pay Licensor a payment of \$25,000 as an up front license fee for an initial two year term. This up front license fee is recoupable from royalties due Licensee in the initial two year term. Thereafter Licensee must meet Minimum Yearly Payments to Licensor of \$25,000 per year in order to maintain the license grant for the following year.

(c) Except as otherwise provided herein, royalty payments shall be made within thirty (30) days after the end of each calendar quarterly period (the last day of March, June, September and December). Each royalty payment shall be accompanied by a report setting forth in reasonable detail the sales and distributions of Licensed Products during the calendar quarter and the calculation of royalties based thereon. Such report shall include the customer name, covered products sold, and price. If no royalty payment is due based on the fact that the aggregate royalty payments for any particular year have not exceeded the pre-payment amount, Licensee shall nevertheless send to Licensor a report setting forth the sales and distributions of Licensed Products during the calendar quarter.

## 6. Term of Agreement.

This Agreement shall be effective as of the Effective Date and shall, unless earlier terminated as set forth herein, continue as long as long as Licensee meets the minimum yearly payments or until the Expiration of the Patent Rights, whichever shall be sooner.

## 7. Termination.

(a) This Agreement and the License granted hereby may be terminated by a party hereto by written notice to the other party upon a material breach of the terms and conditions hereof by such other party, which material breach or failure has not been cured within thirty (30) days after receipt by the breaching party of written notice from the non-breaching party, describing such material breach in reasonable detail.

(b) The License granted herein may be terminated by the Licensor for failure of Licensee to remit payment for the amounts set forth in Section 5 by providing written notice to Licensee of Licensor's termination.

(c) Licensee may terminate this Agreement immediately upon the termination of the Purchase Agreement and any reversion of the Patent Rights thereunder.

(d) In the event of expiration or termination of this Agreement, Licensee shall promptly pay Licensor all actual royalties due up to the date of such termination.

**8. Limitation on Damages.**

In no event will either party be liable for any indirect, incidental, special or consequential damages under or in relation to this Agreement, including product liability.

**9. Notices.**

All notices to be given or payments made hereunder shall be in writing and personally delivered or sent by a nationally recognized overnight delivery system which maintains a record of pickups and deliveries or by registered or certified mail, postage prepaid, addressed to the respective Parties.

**10. Entire Understanding; Counterparts.**

This Agreement together with its Exhibits, which are hereby incorporated by reference, contains the entire understanding of the Parties hereto relating to the subject matter herein contained and supersedes any and all prior agreements or understandings relating to the subject matter hereof. This Agreement may not be modified or amended except as mutually agreed to in writing and signed by both parties.

**11. No Waiver.**

No waiver by either party, whether express or implied, of any provision of this Agreement or of any breach or default by either party, shall constitute a continuing waiver or a waiver of any other provision of this Agreement, and no waiver by either party shall prevent such party from enforcing any and all provisions of this Agreement to the extent not waived or from acting upon the same or any subsequent breach or default of the other party. No waiver of any provision hereunder shall be effective unless it is in writing signed by the party against whom enforcement of such waiver may be sought.

**12. Severability.**

The provisions set forth in this Agreement shall be considered to be severable and independent of each other. In the event that any provision of this Agreement shall be determined in any jurisdiction to be unenforceable, such determination shall not be deemed to affect the enforceability of any other provision and the Parties agree that any

court making such a determination is hereby requested and empowered to modify such provision and to substitute for such unenforceable provision such limitation or provision of a maximum scope as the court then deems reasonable and judicially enforceable and the parties agree that such substitute provision shall be as enforceable in said jurisdiction as if set forth initially in this Agreement. Any such substitute provision shall be applicable only in the jurisdiction in which the original provision was determined to be unenforceable.

**13. Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assignees. The rights and obligations under this Agreement shall be freely assignable by Licensor, and by Licensee to its subsidiaries in which Licensee has at least a 15% interest. The assigning party will notify the other party upon assignment of the Agreement to a subsidiary. Any other assignment by Licensee shall be subject to the consent of Licensor, such consent not to be unreasonably withheld.

**16. Governing Law.**

This Agreement and all matters related thereto shall be construed and interpreted under and in accordance with substantive laws of the State of California without regard to conflicts of law principles.

**17. Counterparts.**

This Agreement may be executed in two (2) or more counterparts each of which shall be considered an original, but all of which taken together shall constitute the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

"Licensor"

Smartpaper Networks Corporation

By: David J. Reddy  
Name: David J. Reddy  
Its: President & CEO  
Date: April 20, 2007

"Licensee"

Shoot the Moon II, LLC

By: David Small  
Name: David Small  
Its: Member  
Date: 4/20/2007

Exhibit A

Patents

1. 5,624,265
2. 5,749,735
3. 5,757,304
4. 5,763,112
5. 5,788,507
6. 5,839,905
7. 5,911,582
8. 5,957,695
9. 6,327,459 B2
10. 6,650,867 B2
11. 6,968,151 B2