

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
A.M. Imaginations, Ltd.	10/17/2007
RECEIVING PARTY DATA	
Name:	Acacia Patent Acquisition Corporation
Street Address:	500 Newport Center Drive
Internal Address:	Suite 700
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10356739
Patent Number:	6909429
CORRESPONDENCE DATA	
Fax Number:	(619)398-0115
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Patric J. Rawlins
Address Line 1:	530 B Street
Address Line 2:	Suite 2100
Address Line 4:	San Diego, CALIFORNIA 92101-4469
ATTORNEY DOCKET NUMBER:	115191-003CT1
NAME OF SUBMITTER:	Patric J. Rawlins
Total Attachments: 14	
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EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement ("Agreement") is entered into by and between **A. M. Imaginations, Ltd.** ("Licensor"), company incorporated under the laws of the British Virgin Islands, having a principal place of business at P.O.B. 3175 Road, Tortola, British Virgin Islands, and **ACACIA PATENT ACQUISITION CORPORATION** ("APAC"), a Delaware corporation having a principal place of business at 500 Newport Center Drive, Suite 700, Newport Beach, CA 92660 (collectively referred to herein as the "Parties" and individually as "Party"). The effective date of this Agreement shall be the date on which the last Party executes this Agreement below (the "Effective Date").

BACKGROUND

WHEREAS, Licensor is the sole and exclusive owner of U.S. Patent No. 6909429 and all related patent applications, corresponding foreign patents and foreign patent applications, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations relating to all inventions thereof, which are collectively referred to as the "Patents" (the "Patents"); and

WHEREAS, APAC is in the business of acquiring, developing and licensing patented technologies ("APAC Business"); and

WHEREAS, under the APAC Business model, a licensor may receive a percentage of APAC's revenue generated from such licensing efforts; and

WHEREAS, Licensor desires to participate in the APAC Business and therefore is willing to grant worldwide exclusive license rights in the Patents to APAC and APAC in turn, desires to acquire all substantial rights in and to the Patents.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, Licensor and APAC agree as follows:

1. GRANT

- 1.1. Exclusive License. Subject to Satisfactory Completion (as defined below), Licensor grants to APAC all substantial rights in and to the Patents including the worldwide, exclusive right and license under the Patents to make, have made, use, import, offer or sell products or services covered by the Patents, including the exclusive right to grant sublicenses to sue for and collect past, present and future damages and to seek and obtain injunctive or any other relief for infringement of the Patents. With the exception of the license grant-back in Section 2 and other rights agreed to herein, Licensor expressly retains no rights in or to the Patents, including without limitation, the right to sue for infringement of the Patents prior to any termination of this Agreement and specifically grants APAC all such rights prior to any termination. The exclusive right and license granted herein shall exist for the term as set forth in Section 7 below.

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5.3. Maintenance Fees. For so long as this Agreement is in effect, APAC shall pay all U.S.

maintenance fees with respect to the Patents on or before their due dates, at the applicable small or large entity rate. Such maintenance fees paid shall be considered an APAC Cost. APAC shall keep Licensor reasonably informed as to the status of all payments of maintenance fees with respect to the Patents and at the request of Licensor, shall furnish a written report of such status. In the event APAC fails to make any maintenance fee payment when due, Licensor may make such payment and such payment shall be considered a Licensor Cost.

- 5.4. Patent Prosecution. Subsequent to Satisfactory Completion during the term of the Agreement, APAC shall assume sole control of any and all activities, matters and proceedings before the United States Patent and Trademark Office (the "USPTO") and foreign patent offices relating to the Patents, including without limitation any reissues or reexaminations of any issued United States patent, the prosecution of any United States or foreign patent applications and the continuing prosecution of any pending United States or foreign patent applications among the Patents and the costs, fees and expenses paid by APAC in connection therewith shall be treated as APAC Costs. APAC will have sole and absolute discretion in filing, prosecuting, abandoning and maintaining the Patents. Licensor hereby grants APAC a power of attorney permitting APAC to assume such sole control of any and all activities, matters and proceedings before the USPTO and foreign patent offices relating to the Patents and Licensor shall fully cooperate with APAC, including without limitation the execution of such documents as APAC shall reasonably require, to timely address and prosecute all such activities, matters and proceedings before the USPTO and foreign patent offices.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

A. M. IMAGINATIONS LTD.

By: 

Print Name: B. S. Srinivasa

Title: Director

Date: 17/10/2007

ACACIA PATENT ACQUISITION
CORPORATION

By: 

Print Name: Dooyong Lee

Title: Executive Vice President

Date: Oct. 18, 2007

