

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

OPTION

CONVEYING PARTY DATA

Name	Execution Date
Octopus Media, LLC	10/29/2008

RECEIVING PARTY DATA

Name:	Samantha Inventions, LLC
Street Address:	1108 Kane Concourse
Internal Address:	Suite 310
City:	Bay Harbor Islands
State/Country:	FLORIDA
Postal Code:	33154

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	5892825
Patent Number:	5937164
Patent Number:	6035329
Patent Number:	6185306
Patent Number:	6438232
Patent Number:	6463467

CORRESPONDENCE DATA

Fax Number: (561)244-1062
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 561-922-3845
Email: sgreenberg@crgplaw.com
Correspondent Name: Carey, Rodriguez, Greenberg & Paul, LLP
Address Line 1: 950 Peninsula Corporate Circle
Address Line 2: Suite 3020
Address Line 4: Boca Raton, FLORIDA 33487

PATENT

500708164

REEL: 021849 FRAME: 0686

OP \$240.00 5892825

ATTORNEY DOCKET NUMBER:	1093-001
NAME OF SUBMITTER:	Steven M. Greenberg
Total Attachments: 3 source=1093-001_OctopusMediaAgreement#page1.tif source=1093-001_OctopusMediaAgreement#page2.tif source=1093-001_OctopusMediaAgreement#page3.tif	

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AGREEMENT

This Agreement is between Octopus Media, LLC. (OCTOPUS), a limited liability company having a place of business at 750 Ocean Royale Way, Juno Beach, FL 33408 and Samantha Inventions, LLC (Samantha) a Florida Limited Liability Corporation with a place of business at 1108 Kane Concourse Suite 310, Bay Harbor Islands, Florida 33154

WHEREAS OCTOPUS is the owner of all right, title and interest in and to the following U.S. Patents:

5,892,826
5,937,164
6,036,329
6,185,306
6,436,232
6,463,467

The above-identified six U.S. patents are referred to herein as the PATENTS.

WHEREAS SAMANTHA has expressed an interest in acquiring all right, title and interest in and to the PATENTS and any directly related subject matter for the Patents including Continuations or Continuations in part applications of the Patents and foreign patents or patent applications for the Patents, also including the right to sue for past infringement on the Patents.

WHEREAS, OCTOPUS is aware that Casella & Hespos LLP (CASELLA & HESPOS) has represented SAMANTHA or companies related to Samantha on various intellectual property matters.

WHEREAS, SAMANTHA is aware that CASELLA & HESPOS has represented OCTOPUS in connection with maintenance of the PATENTS and has



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represented a principal of OCTOPUS on several intellectual property matters unrelated to the PATENTS.

WHEREAS, SAMANTHA and OCTOPUS each have requested CASELLA & HESPOS to prepare this Agreement and currently are agreeable to having CASELLA & HESPOS prepare an asset purchase agreement if requested by SAMANTHA pursuant to the terms of this Agreement.

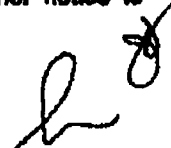
NOW, WHEREFORE, OCTOPUS and SAMANTHA agree as follows:

SAMANTHA agrees to pay OCTOPUS ~~amount~~ for a ~~day~~ day option to purchase the PATENTS (OPTION) for ~~amount~~ for the OPTION shall be deducted from the ~~amount~~ purchase price (PURCHASE PRICE) if the OPTION is exercised by SAMANTHA. The ~~day~~ day term of the OPTION (TERM) will begin on the EXECUTION DATE of the Agreement, which is defined as the later of the two dates of execution of this agreement by SAMANTHA and OCTOPUS.

The ~~amount~~ for the OPTION will be paid by SAMANTHA within ten days of the EXECUTION DATE of this Agreement to OCTOPUS.

During the TERM OCTOPUS shall neither market, sell nor agree to sell any of the PATENTS to any party other than SAMANTHA.

SAMANTHA must indicate his intention to exercise the OPTION in writing to CASELLA & HESPOS within ninety days of the EXECUTION DATE of this agreement. Upon receipt of the written confirmation from SAMANTHA of the intent to exercise the OPTION, CASELLA & HESPOS will promptly notify OCTOPUS and SAMANTHA will pay an additional deposit ~~amount~~ the attorney for OCTOPUS to be held in escrow until closing, or in the event the closing does not occur within sixty days of exercise of the option, through no fault of OCTOPUS, released to OCTOPUS without further notice to SAMANTHA.



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During the TERM, OCTOPUS will cooperate with SAMANTHA for all reasonable due diligence requested by SAMANTHA to establish ownership and maintenance of the PATENTS.

Upon SAMANTHA exercising the OPTION and subsequently paying OCTOPUS the PURCHASE PRICE at a closing of the sale of the PATENTS, OCTOPUS shall assign the PATENTS to SAMANTHA and direct relevant patent counsel of OCTOPUS to transfer any and all legal files directly relating to the PATENTS to SAMANTHA.

SAMANTHA and OCTOPUS agree that the closing for the sale of the PATENTS to SAMANTHA shall be within sixty days of the exercise of the OPTION by SAMANTHA.

OCTOPUS MEDIA, LLC.



Name: [REDACTED]
Title: Manager

Date: 10/29/08



Name:
Title: Managing Director

Date: 10-29-08