


Client Code: FBROAD.040A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trade mark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (List using letters or numbers for multiple parties) Media Technology Ventures Holding, LLC (formerly First Broadcasting Investment Partners, LLC) Additional name(s) of conveying party(ies) attached? () Yes (X) No	2. Name and address of receiving party(ies): Name: SpectraMax, Inc. Street Address: 25 Highland Park Village, P.O. Box 100-284 City: Dallas State: Texas ZIP: 75205-2789 Additional name(s) of receiving party(ies) attached? () Yes (X) No
3. Nature of conveyance: (x) Assignment () Security Agreement () Merger () Change of Name () Other: Execution Date: (List as in section 1 if multiple signatures) February 26, 2009	4. US or PCT Application number(s) or US Patent number(s): (X) Patent Application No.: 11/690,066 Filing Date: March 22, 2007 Additional numbers attached? () Yes (X) No
5. Party to whom correspondence concerning document should be mailed: Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: FBROAD.040A	6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h)): \$40 (X) Authorized to be charged to deposit account	8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document. <div style="display: flex; justify-content: space-between;"> <div> <u>John R. King</u> Name of Person Signing 34,362 Registration No. </div> <div style="text-align: center;">  Signature </div> <div style="text-align: right;"> <u>3-3-09</u> Date </div> </div> Total number of pages including cover sheet, attachments and document: 5	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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INTELLECTUAL PROPERTY ASSIGNMENT, LICENSE BACK AND ROYALTY AGREEMENT

BY AND BETWEEN

MEDIA TECHNOLOGY VENTURES HOLDING, LLC

AND

SPECTRAMAX, INC

This **INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE BACK AGREEMENT**, dated as of February 26, 2009, is entered into by and between MEDIA TECHNOLOGY VENTURES HOLDING, LLC (formerly known as First Broadcasting Investment Partners, LLC) ("**Assignor**") and SPECTRAMAX, INC. ("**Assignee**"). Assignor on the one hand, and Assignee on the other hand, are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**" to this Agreement.

In consideration of the premises and mutual covenants herein contained, and for other good, valid and binding consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee intending to be legally bound hereby agree as follows:

Section 1. Assignment

1.1 Assignor hereby transfers and assigns (the "**Assignment**") to Assignee an undivided, fully vested, indefeasible ownership interest in all of Assignor's right, title and interest to any and all intellectual property and intellectual property rights of any kind in the software products commonly referred to as SpectraMax (the "**Software**"), the patents pending listed on Schedule I hereto (the "**Patents**"), and all other intellectual property rights held by Assignor related thereto (collectively with the Software and the Patents, the "**IPR**") including all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of any related Letters Patent, before or after issuance. Assignor makes no representations or warranties regarding the Patents or the IPR, and the transfer hereunder is "as is/where is."

Section 2. Miscellaneous

2.1 Neither Assignee nor Assignor shall be liable, in relation to or in connection with this Agreement, whether in contract, tort (including negligence and strict liability)

or otherwise, for any special, indirect, incidental, punitive, or consequential damages arising hereunder, including, but not limited to, loss of profits or goodwill, business interruptions or claims of customers, even if advised of the possibility of such damages.

2.2 No amendment, modification or alteration of the terms or provisions of this Agreement will be binding unless the same is in writing and duly executed by each of the Parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the Party which is entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement will be deemed to, or will, constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof.

2.3 If any provision of this Agreement or the application of any such provision to any person, Party or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will remain in full force and effect and will be effectuated as if such illegal, invalid or unenforceable provision is not part thereof.

2.4 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof and thereof.

2.5 The terms and conditions of this Agreement will inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties hereto. This Agreement and the license and other rights granted or created hereunder may not be assigned, in whole or in part by Assignor without the prior written consent of Assignee, and any attempted assignment shall be null and void.

2.6 Nothing in this Agreement, express or implied, is intended to confer any rights or remedies hereunder on any person other than Assignee or Assignor.

2.7 The laws of the state of Texas will govern the interpretation, construction, validity, performance and enforcement of this Agreement.

2.8 Assignee and Assignor each acknowledge that this Agreement has been prepared jointly by the Parties and shall not be strictly construed against any Party.

2.9 This Agreement may be executed in two or more counterparts, each of which will for all purposes be deemed to be an original but all of which together will constitute one and the same instrument.

2.10 Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing to implement this Agreement, including without limitation executing and delivering and recording any license required by

local law, with terms consistent with this Agreement to the extent permitted by such local law, in the relevant country or jurisdictions.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first above written.

ASSIGNOR

**MEDIA TECHNOLOGY VENTURES
HOLDING, LLC**

Neil G. P. L. CFO

ASSIGNEE

SPECTRAMAX, INC

[Signature]

PATENT

REEL: 022341 FRAME: 0546

SCHEDULE I

PENDING PATENT APPLICATIONS WITH USPTO

Application No.	Filing Date	Title
11/689,988	3/22/07	COMMUNICATION SPECTRUM MAXIMIZATION SYSTEMS AND METHODS
11/690,066	3/22/07	SYSTEMS AND METHODS FOR EVALUATING POINT OF COMMUNICATION LOCATIONS
11/690,044	3/22/07	SYSTEMS AND METHODS FOR EVALUATING CHANGES IN TRANSMISSIONS FOR A POINT OF COMMUNICATION
11/690,051	3/22/07	SYSTEMS AND METHODS FOR EVALUATING A CHANGE IN CLASS FOR A POINT OF COMMUNICATION
11/690,022	3/22/07	SYSTEMS AND METHODS FOR SCORING COMMUNICATION SPECTRUM MAXIMIZATION
11/690,023	3/22/07	SYSTEMS AND METHODS FOR DETERMINING FEASIBILITY OF COMMUNICATION SPECTRUM MAXIMIZATION
11/689,983	3/22/07	SYSTEMS AND METHODS FOR DETERMINING A COMMUNITY OF LICENSE
11/689,979	3/22/07	SYSTEMS AND METHODS FOR ANALYZING ACCOMMODATION FACILITIES
11/690,079	3/22/07	SYSTEMS AND METHODS FOR CALCULATING HEIGHT ABOVE AVERAGE TERRAIN
11/690,039	3/22/07	SYSTEMS AND METHODS FOR DETERMINING REPLACEMENT COMMUNICATION FACILITY
11/690,050	3/22/07	SYSTEMS AND METHODS FOR DETERMINING A LOCATION FOR A COMMUNICATION FACILITY