### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
EverAd Inc.	02/27/2009

#### RECEIVING PARTY DATA

Name:	EIP Company LLC
Street Address:	1175 Post Road East
Internal Address:	First Floor
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6351736

### **CORRESPONDENCE DATA**

Fax Number: (703)712-5196

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703.712.5069

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Correspondent Name: John S. Hilten

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ATTORNEY DOCKET NUMBER: 2053978-5000

John S. Hilten

Total Attachments: 4

NAME OF SUBMITTER:

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## **Assignment of Patents**

This Assignment of Patents ("Assignment") is made and entered into on this 24th day of February 2009, by and between:

EverAd Inc. ("ASSIGNOR"), and EIP Company LLC ("ASSIGNEE"), each with a principal place of business at 1175 Post Road East, First Floor Westport CT 06880.

WHEREAS, ASSIGNOR has agreed to assign and transfer to ASSIGNEE all right, title and interest in and to the Assigned Patents (as defined below).

NOW, THEREFORE, in consideration of the sum of one dollar (US\$1.00), the agreements related to this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, intending to be legally bound, and upon the terms set forth herein, agrees as follows:

ASSIGNOR does hereby irrevocably assign, sell, transfer and set over to ASSIGNEE its entire right, title and interest in, to and under the patents and patent applications set forth on Attachment A attached hereto, including all rights pursuant to 35 U.S.C. § 154 any and all letters patents issuing from any continuing, divisional and continuation in-part applications; any requests for continuing examination, substitutions, reissues, extensions, renewals and reexaminations of any of the foregoing; all inventions and discoveries described in any of the forgoing; and all rights to apply in any country for any foreign counterpart, certification of invention or other governmental grant or issuance corresponding to any of the foregoing throughout the world (collectively, the "Assigned Patents"), including any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions. The assignment of the Assigned Patents includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed in the Assigned Patents and all domestic and international patent filing documents.

The terms and conditions of this Assignment will inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives and will be binding upon ASSIGNOR, its successors, assigns and other legal representatives.

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By its undersigned representative, the ASSIGNOR agrees

- a. to execute all papers necessary in connection with the *Assigned Patents* and any continuing, divisional, reissue, reexamination or corresponding application thereof and also to execute separate Assignment in connection with such application as the Assignee may deem necessary or expedient;
- b. to execute all papers necessary in connection with any interference which may be declared concerning the *Assigned Patents* or any continuation, division, reissue or reexamination thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference; and
- c. to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee on any of the Assigned Patents and on any continuation, division, reissue or reexamination of any of the Patent(s).

The Assignor hereby certifies that it is the Assignee of the entire right, title and interest in the Assigned Patents identified above by virtue of Assignment from the inventors of the Assigned Patents identified above. The Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict therewith.

The undersigned has reviewed the documents in the Assigned Patents identified above and, to the best of undersigned's knowledge and belief, title is in the Assignor identified above. The undersigned is empowered to sign this certificate on behalf of the Assignor. The undersigned declares that all statements made herein of the undersigned's own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

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PATENT REEL: 022354 FRAME: 0277 IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment of Patents to be executed by its duly authorized representative on the date set forth below.

ASSIGNOR:		
Wolf Harey		
Entity Name: <u>EverAd Inc.</u>		
By: Printed Name: Title (if applicab	le): Walter Carozza	-
On this day of February, 20 AMESCA FETTO, who is personal satisfactory evidence to be the same document.	onally known to me or proved to person whose name is subscribe	appeared me on the basis of d to this Assignment
Witness my hand and official seal:	Vanusal: Funo Notary Public	2/27/09
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**PATENT** 

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# ATTACHMENT A

Patent No.	Title	Filing Date	issue Date	
US6351736	System and method for displaying advertisements with played data	9/3/1999	2/26/2002	

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**RECORDED: 03/06/2009**