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4/20/09

PATENT ASSIGNMENT

05-18-2009

Electronic Version v1.1
Stylesheet Version v1.1



103560642

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Patent numbers: 5566948, 5566949, 5566950, 5566951 previously recorded on Reel 022552 Frame 0834. Assignor (s) hereby confirms the The assignment of all of its rights, title and interest of every kind and character... to [Assignee]..

CONVEYING PARTY DATA

Name	Execution Date
STX, LLC	12/31/2008

RECEIVING PARTY DATA

Name:	Wm. T. Burnett IP, LLC
Street Address:	1500 Bush Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21230

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5674140
Patent Number:	5082290
Patent Number:	5269532
Patent Number:	D350173

CORRESPONDENCE DATA

Fax Number: (410)539-6399
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: davide@wmtburnett.com
 Correspondent Name: David A. Emala
 Address Line 1: 1500 Bush Street
 Address Line 4: Baltimore, MARYLAND 21230

NAME OF SUBMITTER:	David A. Emala
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Total Attachments: 2

OP \$160.00 5674140

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PATENT

REEL: 022703 FRAME: 0748

PATENT ASSIGNMENT

Electronic Version v1.1
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04/17/2009
500837815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
STX, LLC	12/31/2008

RECEIVING PARTY DATA

Name:	Wm. T. Burnett IP, LLC
Street Address:	1500 Bush Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21230

PROPERTY NUMBERS Total: 74

Property Type	Number
Patent Number:	5566948
Patent Number:	5566949
Patent Number:	5566950
Patent Number:	5566951
Patent Number:	0350174
Patent Number:	5651744
Patent Number:	D444834
Patent Number:	D445472
Patent Number:	6447410
Patent Number:	6500079
Patent Number:	6960144
Patent Number:	7416499
Patent Number:	6520875
Patent Number:	6533686
Patent Number:	6641492

OP \$2960.00 5566948

Patent Number:	D474823
Patent Number:	D496083
Patent Number:	D499780
Patent Number:	6852047
Patent Number:	7094167
Patent Number:	6723134
Patent Number:	6910976
Patent Number:	7101294
Patent Number:	6916259
Patent Number:	7131919
Patent Number:	7407455
Patent Number:	6923739
Patent Number:	7150691
Patent Number:	6926627
Patent Number:	D519176
Patent Number:	D523101
Patent Number:	7247107
Patent Number:	7260854
Patent Number:	7278936
Patent Number:	7370373
Patent Number:	7407456
Patent Number:	7488266
Patent Number:	7491141
Patent Number:	5603498
Patent Number:	7201682
Patent Number:	6953405
Patent Number:	7032246
Patent Number:	7377865
Patent Number:	7462118
Patent Number:	5332214
Patent Number:	7101290
Patent Number:	6863620
Patent Number:	6117022
Patent Number:	5332090
Patent Number:	D306056

Patent Number:	7431662
Patent Number:	2180764
Patent Number:	0585070
Patent Number:	1273662
Patent Number:	2274067
Patent Number:	0673205
Patent Number:	2032174
Patent Number:	0119650
Patent Number:	1312590
Patent Number:	2281041
Patent Number:	2083366
Patent Number:	2141035
Patent Number:	1185285
Application Number:	11504056
Application Number:	12181708
Application Number:	12115064
Application Number:	11345321
Application Number:	11832366
Application Number:	11414212
Application Number:	11493007
Application Number:	11943322
Application Number:	11739966
Application Number:	12143493
Application Number:	12142178

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NAME OF SUBMITTER:	David A. Emala
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Total Attachments: 4
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INTELLECTUAL PROPERTY SALE AGREEMENT

THIS INTELLECTUAL PROPERTY SALE AGREEMENT (this "Agreement") is entered into as of December 31, 2008 (the "Effective Date") between Wm. T. Burnett Holding, LLC., a Maryland limited liability company ("Holding"), STX, LLC, a Maryland limited liability company of which Holding is the sole member (together with any predecessor, hereinafter "STX" or "Seller") and Wm. T. Burnett IP, LLC, a Maryland limited liability company of which Holding is the sole member (hereinafter "Buyer").

RECITALS

WHEREAS, Holding has determined that it is in the long-term best interests of the Burnett Group that all of the Patents, Trademarks, Derivatives and Non-Patent Intellectual Property Rights associated with or attributable to the STX business (the "STX IP Rights") be transferred for fair value to Buyer; and

WHEREAS, in connection therewith, STX desires to sell the STX IP Rights to Holding which in turn desires to transfer the STX IP Rights to Buyer as hereinafter provided and for the consideration hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

1.1. "Affiliate" of a party shall mean an entity directly or indirectly controlling, controlled by or under common control with that party where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2. "Burnett Group" means Holding, and each Affiliate of Holding, including each Person that Holding directly or indirectly controls immediately after the Effective Date, and each other Person that becomes an Affiliate of Holding after the Effective Date.

1.3. "Copyrights" means: (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in the United States Copyright Act, 17 U.S.C. § 101 *et. seq.*; (b) all registrations and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing.

1.11. "SIX Patents" mean (a) the patents identified on the attached Schedule A, together with (b) any parent and/or provisional patent application(s) upon which the priority of any of them is based, (c) all past, present and future divisionals, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of any of the patents or patent applications in subsection (a) or (b), (d) all foreign counterparts of any of the foregoing patents or patent applications in subsection (a), (b), or (c), and (e) all patents that have issued or issue in the future (including the right to apply for such patents) from any of the patents or patent applications in subsection (a), (b), (c) or (d).

1.12. "Software" means computer programs and systems, whether embodied in software, firmware or otherwise, including, software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of the stage of development or completion) including any and all: (a) media on which any of the foregoing is recorded; (b) forms in which any of the foregoing is embodied (whether in source code, object code, executable code or human readable form); and (c) translation, ported versions and modifications of any of the foregoing.

1.13. "Technology" means any and all technical information, Software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, know-how, trade secrets, invention disclosures or other data including works subject to Copyrights and Mask Works (but does not include Trademarks or Patents).

1.14. "Trademarks" means: (a) the trademarks identified on the attached Schedule B, together with (b) any trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (c) all registrations and applications to register the foregoing anywhere in the world; (d) all goodwill associated therewith; and (e) all rights in and to any of the foregoing.

2. STX IP RIGHTS TRANSFER

2.1. Assignment From STX To Holding. Effective upon the Effective Date, STX hereby irrevocably assigns, conveys, sells, grants and transfers to Holding, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the STX IP Rights to the full extent of its ownership or interest therein, including, without limitation:

- (a) All rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and

- (b) Any and all other rights and interests arising out of, in connection with or in relation to the STX IP Rights, including without limitation the right to receive any royalties or other consideration relating to any license or similar permission.

2.2. Purchase Price From Holding. Holding shall pay to STX the sum of [REDACTED] dollars (US \$ [REDACTED]) in exchange for the STX IP Rights, which amount shall be reflected on the books and records of Holding and STX as soon as practicable after the Effective Date of this Agreement.

2.3. Taxes. Holding shall pay, and shall indemnify and hold STX harmless from, all taxes, duties and levies directly imposed by all federal, state, local or other taxing authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, other than taxes imposed or based on STX's net income.

2.4. Assignment From Holding To Buyer. Effective upon the Effective Date, Holding hereby irrevocably assigns, conveys, sells, grants and transfers to Buyer, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the STX IP Rights to the full extent of its ownership or interest therein, including, without limitation:

- (a) All rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and
- (b) Any and all other rights and interests arising out of, in connection with or in relation to the STX IP Rights, including without limitation the right to receive any royalties or other consideration relating to any license or similar permission.

2.5. Recordation; Further Assurances. The parties shall execute and file with the United States Patent and Trademark Office confirmatory assignments with respect to the STX Patents and the STX Trademarks.

2.6. Appointment. In the event that Buyer is unable, after reasonable notice to Holding, for any reason whatsoever, to secure Holding's signature to any document Holding is required to execute pursuant to this Section 2 to vest, secure, perfect, protect or enforce the rights and interests of Buyer in and to the STX IP Rights, Holding hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Holding's agents and attorneys-in-fact, to act for and on its behalf and instead of Holding, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 2 with the same legal force and effect as if executed by Holding.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer on the day and year first above written.

ATTEST:

David L. Kim

WM. T. BURNETT HOLDING, LLC

By: Robert (seal)

Title: Pres. Dent

ATTEST:

David L. Kim

STX, LLC

By: Robert (seal)

Title: Pres. Dent

ATTEST:

Robert

WM. T. BURNETT IP, LLC

By: David L. Kim (seal)

Title: VP