

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Netscape Communications Corporation	05/07/2009
<b>RECEIVING PARTY DATA</b>	
Name:	AOL LLC
Street Address:	22000 AOL Way
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6678501
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(650)474-8401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 474-8400
Email:	ptomatters@glenn-law.com
Correspondent Name:	Glenn Patent Group
Address Line 1:	3475 Edison Way, Suite L
Address Line 4:	Menlo Park, CALIFORNIA 94025
ATTORNEY DOCKET NUMBER:	NETS0062
NAME OF SUBMITTER:	Michael A. Glenn
Total Attachments: 5 source=Netscape-AOL Patent Distribution Agreement#page1.tif source=Netscape-AOL Patent Distribution Agreement#page2.tif source=Netscape-AOL Patent Distribution Agreement#page3.tif source=Netscape-AOL Patent Distribution Agreement#page4.tif source=Netscape-AOL Patent Distribution Agreement#page5.tif	

CH \$40.00 6678501

**PATENT**

**500874838**

**REEL: 022764 FRAME: 0195**

## **DISTRIBUTION AGREEMENT**

This DISTRIBUTION AGREEMENT (the "Agreement"), is to be effective as of MAY 7, 2009 ("Effective Date"), and is made by and between Netscape Communications Corporation, a Delaware corporation ("NETSCAPE"), and AOL LLC, a Delaware limited liability company ("AOL").

### **RECITALS**

**WHEREAS**, AOL owns all of the issued and outstanding shares of NETSCAPE; and

**WHEREAS**, NETSCAPE owns those certain patents set forth on Exhibit 1 (the "Patents"); and

**WHEREAS**, NETSCAPE desires to distribute, convey, transfer and assign to AOL, as a distribution, all of NETSCAPE's right, title and interest in and to the Patents as of the Effective Date;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE I**

#### **DISTRIBUTION OF PATENTS**

- 1.1. Distribution, Assignment and Acceptance of Patents. Subject to the terms and conditions of this Agreement, NETSCAPE hereby distributes, assigns, and transfers, as a distribution, all right, title and interest in and to the Patents, including, without limitation, all right, title, and interest to sue for infringement of the Patents, to AOL, and AOL hereby accepts such distribution, assignment, and transfer of all right, title and interest in and to the Patents.
- 1.2. Conveyance Instruments. NETSCAPE and AOL agree that, upon the request of the other party and without further consideration, they will execute and deliver, or cause to be executed and delivered, such documents, certificates and instruments and take such other actions as reasonably may be required to consummate this agreement.
- 1.3. Transfer Fees. AOL shall pay all transfer, recording, filing and similar fees, if any, which may be due to any jurisdiction or governmental body and any other expenses (including, without limitation, counsel and accounting fees and expenses) arising in connection with or as a result of the consummation of the transactions contemplated by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES**

NETSCAPE hereby represents and warrants to AOL that:

- 2.1. Existence, Power and Authorization. NETSCAPE is a corporation duly organized and validly existing under the laws of the State of Delaware. The execution, delivery and performance by NETSCAPE of this Agreement are within the powers of NETSCAPE and have been duly authorized by all necessary action on behalf of NETSCAPE. The Agreement constitutes a valid and binding agreement of NETSCAPE.
- 2.2. Ownership of Patents. NETSCAPE is the record and beneficial owner of the Patents, free and clear of any lien or other encumbrance, limitation or restriction, and will transfer and deliver the Patents to AOL free and clear of any lien or other encumbrance, limitation or restriction.

**ARTICLE III**  
**MISCELLANEOUS PROVISIONS**

- 3.1. Entire Agreement. This Agreement, including the Exhibits and any documents executed and delivered as contemplated by this Agreement, shall constitute the entire agreement between the parties pertaining to the subject matter contained herein and therein and shall supersede all prior and contemporaneous agreements, representations and understandings of the parties with respect to such subject matter.
- 3.2. Amendment and Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver or change in this Agreement will be binding unless executed in writing by the party making the waiver or affected by the change.
- 3.3. Governing Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with, the internal laws of the State of Delaware, without regard to principles of conflict of laws.
- 3.4. Counterparts. Any number of counterparts of this Agreement may be executed. Each counterpart will be deemed an original instrument and all counterparts taken together will constitute one agreement.
- 3.5. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

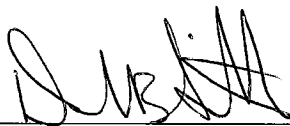
- 3.6. Headings. In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.
- 3.7. Effective Date. This Agreement will be binding and effective as of the Effective Date first above written.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officer or representative as of the date set forth opposite their respective names below.

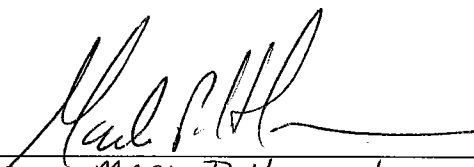
NETSCAPE COMMUNICATIONS  
CORPORATION

5/7/09  
Date

  
Name: David B. Smith  
Title: Vice President  
Date: 5/7/09

AOL LLC

5/7/09  
Date

  
Name: MARK P. HILEMAN  
Title: SVP & DEPUTY GENERAL COUNSEL  
Date: 5/7/09

## EXHIBIT 1

PATENTS

	Title	Status	Cty	Filed	App. No.	Pub. No.	Patent
1)	Method and Apparatus for Vehicular Ordering of Radio-Based Programs	Patent	US	10/20/1999	09/422,131		6,678,501
2)	Method and Apparatus for Vehicular Ordering of Radio-Based Programs	Abandoned	AU	10/2/2000	78484/00	761638	761638
3)	Method and Apparatus for Vehicular Ordering of Radio-Based Programs	Abandoned	US	1/12/2004	10/756,217	20040142681	
4)	Method and Apparatus for Vehicular Ordering of Radio-Based Programs	Abandoned	CA	10/2/2000	2385293	WO 01/29998 A2	
5)	Method and Apparatus for Vehicular Ordering of Radio-Based Programs	Abandoned	EP	10/2/2000	968596.7	1277296	
6)	Method and Apparatus for Vehicular Ordering of Radio-Based Programs	Abandoned	JP	10/2/2000	531,234/01	WO 01/29998 A2	
7)	Method and Apparatus for Vehicular Ordering of Radio-Based Programs	PCT	WO	10/2/2000	US2000/027188	WO2001/029998	

195472-1