#### Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Redacted Exclusive License Agreement and Amendment

#### **CONVEYING PARTY DATA**

Name	Execution Date
I-Think, L.L.C.	09/22/2006

#### **RECEIVING PARTY DATA**

Name:	Document Generation Corporation				
Street Address:	500 Newport Center Drive, 7th Floor				
City:	Newport Beach				
State/Country:	CALIFORNIA				
Postal Code:	92660				

#### PROPERTY NUMBERS Total: 2

Property Type	Number		
Patent Number:	5148366		
Patent Number:	5267155		

#### **CORRESPONDENCE DATA**

Fax Number: (330)877-2030

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

330-877-0700 Phone:

Email: sblackmon@martinferraro.com

Correspondent Name: Martin & Ferraro, LLP

Address Line 1: 1557 Lake O'Pines Street, NE

Address Line 4: Hartville, OHIO 44632

ATTORNEY DOCKET NUMBER: 140.0001/0002

NAME OF SUBMITTER: Amedeo F. Ferraro

**Total Attachments: 15** 

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#### **EXCLUSIVE LICENSE AGREEMENT**

This Exclusive License Agreement ("Agreement") is entered into by and between i-Think, L.L.C., ("Licensor"), a Michigan corporation having a principal place of business at 3518 West Liberty Road, Ann Arbor, MI 48103, and ACACIA PATENT ACQUISITION CORPORATION ("APAC"), a Delaware corporation having a principal place of business at 500 Newport Center Drive, Suite 700, Newport Beach, CA 92660 (collectively referred to herein as the "Parties"). The effective date of this Agreement shall be the date on which the last Party executes this Agreement below (the 'Effective Date").

#### BACKGROUND

Whereas, Licensor is the sole and exclusive owner of the U.S. Patent Nos. 5148366 and 5267155 and all related patent applications, corresponding foreign patents and foreign patent applications, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations relating to all inventions thereof, which are collectively referred to as the "Patents" (the "Patents"); and

Whereas, Licensor is willing to grant worldwide exclusive license rights in the Patents to APAC and APAC in turn, desires to license and enforce the Patents and to provide Licensor a certain percentage of the net proceeds arising from such licensing and enforcement as provided herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, Licensor and APAC agree as follows:

[Redacted]

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1.3. Licensor expressly retains no rights in or to the Patents, including without limitation no rights to sue for and collect past, present and future damages and to seek and obtain injunctive or any other relief for infringement of the Patents, and no other rights or licenses under the Patents are granted or implied.

[Redacted]

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3.1.6. Exhibit A includes all related patents, patent applications, foreign counterparts, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations relating to all inventions thereof, which are in the same respective patent family or families as the Patents;

[Redacted]

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4.3.

During the term of the Agreement, APAC shall assume sole control of any and all activities, matters and proceedings before the United States Patent and Trademark Office (the "USPTO") relating to any and all of the Patents, including without limitation any reissues or reexaminations of any issued United States patent, the prosecution of any United States patent applications and the continuing prosecution of any pending United States patent applications among the Patents and the costs, fees and expenses paid by APAC in connection therewith shall be treated as APAC Costs. Licensor hereby grants APAC a power of attorney permitting APAC to assume such sole control of any and all activities, matters and proceedings before the USPTO and Licensor shall fully cooperate with APAC, including without limitation the execution of such documents as APAC shall reasonably require, to timely address and prosecute all such activities, matters and proceedings before the USPTO.

### Exhibit A

### **U.S. PATENTS & APPLICATIONS**

US Patent No.	US Appl. No.	Filing Date	Issue Date	Title
5148366	07/422,139	10/16/1989	9/15/1992	Computer-Assisted Documentation System for Enhancing or Replacing the Process of Dictating and Transcribing
5267155	07/847,292	3/6/1992	11/30/1993	Apparatus and Method for Computer-Assisted Document Generation

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

i-THINK, L.L.C.

By: Leslie ! Bloom

Print Name: Leslie E. Bloom

Title: President

Date: 09/22/2006

ACACIA PATENT ACQUISITION

Print Name: Dooyong Lee

Title: EVP

Date: 9/22/06

#### AMENDMENT

This is an Amendment (the "Amendment") to the Exclusive License Agreement effective as of September 22, 2006 (the "Agreement") by and between i-Think L.L.C. ("Licensor") and Acacia Patent Acquisition Corporation ("APAC"). The parties to this Amendment are Licensor and Document Generation Corporation, a Delaware corporation, with an address at 500 Newport Center Drive, 7th Floor, Newport Beach, CA 92660 ("DGC"), which, on October 8, 2007, acquired from APAC all of APAC's rights, obligations, interests and liabilities under the Agreement and the Patents. Licensor and DGC shall be collectively referred to herein as the "Parties."

## [Redacted]

WHEREAS, Licensor entered into the Agreement with "APAC" effective as of September 22, 2006 regarding the licensing of the Patents from Licensor to APAC;

WHEREAS, on October 8, 2007, APAC assigned its entire rights, obligations, interests and liabilities under the Agreement and the Patents to DGC, an affiliate of APAC, in accordance with Section 7.2 of the Agreement and DGC accepted such assignment;

[Redacted]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Date.

LTERNING S. S. C.

By Jeslie & Office

Print Name: Les lie C. 0100 m

Title: President

Date: 10/9/07

document cepération corporation

Print Ngote: Potocot L. Horris

Title: Wasidart

Date: 10/9/07

PATENT REEL: 023003 FRAME: 0969

**RECORDED: 07/28/2009**