

08-28-2009



Atty. Docket No. 146.0001,1-01,2,4

To the Honorable Commissioner of Patents and Trademarks 103572239 of the United States Patent and Trademark Office, Washington, DC 20503. Enclosed are 4 original documents or copy thereof.

1. Name of conveying party(ies):  
TAXNET SYSTEMS, LLC  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

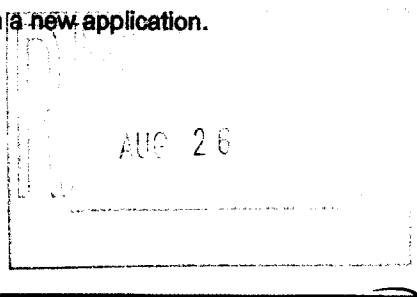
2. Name and address of receiving party(ies):  
Name: ACACIA PATENT ACQUISITION LLC  
  
Internal Address: \_\_\_\_\_  
  
Street Address: 500 Newport Center Drive, Suite 700

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: Redacted Exclusive License Agreement  
  
Execution Date: 08/18/2008

City: Newport Beach State: CA Zip: 92660  
  
Additional name(s) & Address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  This document is being filed together with a new application.  
A. Patent Application Number(s):  
8-26-09

B. Patent Number(s):  
5799283  
6078899  
5875433  
6983261  
  
Additional numbers attached?  Yes  No



5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: MARTIN & FERRARO, LLP  
  
Internal Address: \_\_\_\_\_  
  
Street Address: 1557 Lake O'Pines Street, NE  
  
City: Hartville State: Ohio Zip: 44632

6. Total number of applications and registrations involved: 4  
  
7. Total fee (37 CFR 3.41): \$160.00  
 Enclosed (Please charge deficiency to deposit account)  
 Authorized to be charged to deposit account  
  
8. Deposit Account No.:  
50-1068

DO NOT USE THIS SPACE

9. Signature.  
Amedeo F. Ferraro [Signature] August 26, 2009  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 13

## EXCLUSIVE LICENSE AGREEMENT

This **Exclusive License Agreement** (the "**Agreement**") is entered into by and between **TAXNET SYSTEMS, LLC**, ("Licensor"), a Delaware limited liability company having a principal place of business at 215 Morris Ave., Spring Lake, NJ 07762, and **ACACIA PATENT ACQUISITION LLC** ("APAC"), a Delaware limited liability company having a principal place of business at 500 Newport Center Drive, Suite 700, Newport Beach, CA 92660 (collectively referred to herein as the "**Parties**" and individually as "**Party**"). 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 U.S. Patent No(s). 5799283, 5875433, 6078899 and 6983261 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 acquire all substantial rights in and to the Patents.

**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:

#### I. GRANT

- 1.1 Exclusive License. Effective upon the date of Acceptable Completion (as defined below), Licensor grants to APAC all substantial rights in and to the Patents including the worldwide, exclusive right and license under the Patents to make, have made, use, import, offer or sell products or services covered by the Patents, including the exclusive right to grant sublicenses, 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. Licensor expressly retains no rights in or to the Patents, including without limitation, the right to sue for infringement of the Patents prior to any termination of this Agreement and specifically grants APAC all such rights prior to any termination. The exclusive right and license granted herein shall exist for the term as set forth in Section 6 below.

**[REDACTED]**

**[REDACTED]**

*bl*

[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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[REDACTED]

4. Patent Prosecution. Subsequent to Acceptable Completion during the term of the

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Agreement. APAC shall assume sole control of any and all activities, matters and proceedings before the United States Patent and Trademark Office (the "USPTO") and foreign patent offices relating to the Patents, including without limitation any reissues or reexaminations of any issued United States patent, the prosecution of any United States or foreign patent applications and the continuing prosecution of any pending United States or foreign patent applications among the Patents and the costs, fees and expenses paid by APAC in connection therewith shall be treated as APAC Costs. APAC will have sole and absolute discretion in filing, prosecuting, abandoning and maintaining the Patents. 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 foreign patent offices relating to the Patents 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 and foreign patent offices.

**[REDACTED]**

[REDACTED]

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7. ASSIGNMENT

- 7.1 Successors. This Agreement shall inure to the benefit of, and be binding upon the respective successors, assigns, heirs, beneficiaries and personal representatives of Licensor and APAC, subject to Section 7.2 below.
- 7.2 Assignability. This Agreement is personal and non-assignable, except it may be assigned by APAC to an affiliate of APAC, provided such affiliate agrees to be bound by all the terms and conditions of this Agreement in writing, including the obligation to make payments hereunder. Licensor may transfer or assign all or any part of his interest in this Agreement or sell or transfer all or some of the Patents, provided that (i) the transferee or assignee is not a potential infringer or licensee under the Patents; (ii) the transferee or assignee agrees to be bound by the terms of this Agreement in writing; and (iii) Licensor shall continue to be bound by the terms of this Agreement.

[REDACTED]

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[REDACTED]

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

TAXNET SYSTEMS, LLC.

By: Paul Francisco

Print Name: Paul Francisco

Title: Member

Date: 8-18-08

ACACIA PATENT ACQUISITION LLC

By: Donyong Lee

Print Name: Donyong Lee

Title: Executive Vice President

Date: 8/18/08

TAXNET SYSTEMS, LLC.

By: Frederick Petschauer

Print Name: Frederick Petschauer

Title: Member

Date: 8-18-1908

*Handwritten mark*

EXHIBIT A

U.S. PATENTS & APPLICATIONS

US Patent No.	US Appl. No.	Filing Date	Issue Date	Title
5799283	08/438,890	05-10-1995	08-25-1998	POINT OF SALE TAX REPORTING AND AUTOMATIC COLLECTION SYSTEM WITH TAX REGISTER
	09/195,105	11-18-1998		POINT OF SALE TAX REPORTING AND AUTOMATIC COLLECTION SYSTEM WITH TAX REGISTER
5875433	08/726,928	10-07-1996	02-23-1999	POINT OF SALE TAX REPORTING AND AUTOMATIC COLLECTION SYSTEM WITH TAX REGISTER
6983261	09/431,616	11-02-1999	01-03-2006	SYSTEM AND METHOD FOR CAUSING MULTIPLE PARTIES TO BE PAID FROM A SINGLE CREDIT CARD TRANSACTION
6078899	09/139,265	08-25-1998	06-20-2000	POINT OF SALE TAX REPORTING AND AUTOMATIC COLLECTION SYSTEM WITH TAX REGISTER

**[REDACTED]**