

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Covenant Not to Sue
CONVEYING PARTY DATA	
Name	Execution Date
The Dutch Branch of StreamServe Development AB	08/14/2009
RECEIVING PARTY DATA	
Name:	Allstate Insurance Company
Street Address:	2775 Sanders Road
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7127520
CORRESPONDENCE DATA	
Fax Number:	(312)463-5001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3124635000
Email:	mharris@bannerwitcoff.com
Correspondent Name:	Michael Harris
Address Line 1:	10 S. Wacker Dr.
Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Michael Harris
Total Attachments: 4 source=8.14.09 Agreement#page1.tif source=8.14.09 Agreement#page2.tif source=8.14.09 Agreement#page3.tif source=8.14.09 Agreement#page4.tif	

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AGREEMENT

This Agreement shall be effective this 14th day of August 2009, by and between The Dutch Branch of StreamServe Development AB ("StreamServe"), a Dutch corporation with its principal place of business at Cypresbaan 45, 2908 LT Capelle a/d IJssel, Postbus 8780, 3009, and Allstate Insurance Company ("Allstate"), an Illinois stock insurance company, having a place of business at 2775 Sanders Road, Northbrook, Illinois.

WHEREAS, StreamServe is the owner of all rights, title and interest in U.S. Patent No. 7,127,520 (the "'520 patent"), including the right to sue for infringement;

WHEREAS, StreamServe has filed an action for infringement of the '520 patent against Exstream Software, LLC and Hewlett-Packard Company in the United States District Court for the District of Delaware (C.A. No. 1:08-cv-00343-SLR) (the "Delaware Action");

WHEREAS, StreamServe has served a non-party subpoena on Allstate in connection with the Delaware Action (the "subpoena"), and Allstate has objected to providing any discovery in response to the subpoena; and

WHEREAS, Allstate desires to obtain from StreamServe a release and covenant not to sue for the '520 patent, and StreamServe desires that Allstate promptly provide certain discovery in response to the subpoena;

NOW, THEREFORE, in consideration of the promises and covenants made in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, StreamServe and Allstate agree as follows:

1. Definitions.

(a) "Affiliate(s)" means, with respect to any first Person, any second Person (current or future) controlling, controlled by or under common control with the first Person. For purposes of the foregoing, "control," including the terms "controlling", "controlled by", or "under common control with" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, through the ownership of at least fifty percent (50%) of the voting securities of such Person.

(b) "Person" means an individual, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization or other legal or governmental entity.

(c) "Released Patents" means only (i) the '520 patent and any foreign counterparts thereto, (ii) any existing patents and any patents subsequently issuing from applications that claim priority to the '520 patent or any foreign counterparts thereto, and (iii) any existing patents or patents subsequently issuing from, or claiming priority to, continuations, continuations-in-part, divisionals, reexaminations, reissues, renewals, or extensions of the '520 patent or any foreign counterparts thereto.

(d) "Third Party" means any Person other than StreamServe, Allstate, or their respective Affiliates.

2. Mutual Releases and Covenants Not to Sue.

(a) Release to Allstate. StreamServe, its Affiliates, and their respective heirs, successors, and assigns hereby fully and forever irrevocably and unconditionally release, acquit and discharge Allstate and its Affiliates from any and all actions, causes of action, claims or demands, liabilities, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation, including claims known or unknown, relating to, based upon, or arising out of, any of the Released Patents, including without limitation any act of past, present, or future infringement of the Released Patents arising out of Allstate's use of the Dialogue suite of products currently in use or currently owned by Allstate. The release set forth in this Paragraph 2(a) does not extend to any Third Party, or the products or services of any Third Party.

(b) Release to StreamServe. Allstate, its Affiliates, and their respective heirs, successors, and assigns hereby fully and forever irrevocably and unconditionally release, acquit and discharge StreamServe and its Affiliates from any and all actions, causes of action, claims or demands, liabilities, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation, including claims known or unknown, relating to, based upon, or arising out of, any of the Released Patents. The release set forth in this Paragraph 2(b) does not extend to any Third Party, or the products or services of any Third Party.

(c) Covenant Not to Sue Allstate. StreamServe, its Affiliates, and their respective heirs, successors, and assigns hereby covenant and agree that they will never assert any claim against Allstate or its Affiliates related to, based upon, or arising from the Released Patents arising out of Allstate's use of the Dialogue suite of products currently in use or currently owned by Allstate. The covenant not to sue set forth in this Paragraph 2(c) does not extend to any Third Party, or the products or services of any Third Party.

(d) Covenant Not to Sue StreamServe. Allstate, its Affiliates, and their respective heir, successors, and assigns hereby covenant and agree that they will never assert any claim against StreamServe or its Affiliates related to, based upon, or arising from the Released Patents. The covenant not to sue set forth in this Paragraph 2(d) does not extend to any Third Party, or the products or services of any Third Party.

(e) StreamServe and Allstate agree that the release set forth in Section 2(a) and the covenant set forth in Section 2(c) do not cut off or exhaust StreamServe's right to enjoin, control, extract damages or royalties with respect to products or services of any Third Party.

3. Representations.

(a) StreamServe represents and warrants that it is the owner of all rights, title and interest in the '520 patent.

(b) StreamServe represents and warrants that it has the authority to enter into this Agreement on behalf of its Affiliates and to bind its Affiliates to the terms of this Agreement.

(c) Allstate represents and warrants that it has the authority to enter into this Agreement on behalf of its Affiliates and to bind its Affiliates to the terms of this Agreement.

4. Non-Admission of Liability. This Agreement is not, and shall not in any way be construed as, an admission that StreamServe, Allstate, or their respective Affiliates acted wrongfully with respect to each other or any other Person, or that StreamServe, Allstate, or their respective Affiliates have any rights whatsoever against each other except as set forth herein, and StreamServe, Allstate, and their respective Affiliates specifically disclaim any liability to or wrongful acts against each other or any other Person, on the part of themselves or any of their respective agents.

5. Non-Agency. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or joint-venture relationship between StreamServe, Allstate, and/or their respective Affiliates. Neither StreamServe nor Allstate nor their respective Affiliates shall incur any debts or make any commitments for the other.

6. Severability. In the event any provision of this Agreement shall be held to be void, voidable, unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect. The unenforceability or invalidity of any provision of this Agreement in one jurisdiction shall not invalidate or render that provision unenforceable in any other jurisdiction.

7. Certifications and Acknowledgments. StreamServe and Allstate hereby certify and acknowledge as follows:

(a) StreamServe and Allstate certify that they have signed this Agreement voluntarily and knowingly; and

(b) StreamServe and Allstate certify that they have consulted with their respective counsel prior to signing this Agreement.

IN WITNESS WHEREOF, StreamServe and Allstate have executed this Agreement as evidenced by their signatures below.

**The Dutch Branch of StreamServe
Development AB**

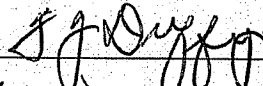
By:  _____

Name: TINA SANTOS

Title: GENERAL COUNSEL

Date: 24 August 2009

Allstate Insurance Company

By:  _____

Name: JOE DUFFY

Title: SPS - Director

Date: 8/25/09