

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LE Acquisition, LLC	01/22/2004
RECEIVING PARTY DATA	
Name:	America Online, Inc.
Street Address:	22000 AOL Way
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12685799
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	06975-0218005
NAME OF SUBMITTER:	LaYonda Prue
<p>Total Attachments: 16</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p> <p>source=Assignment#page3.tif</p> <p>source=Assignment#page4.tif</p> <p>source=Assignment#page5.tif</p>	

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## ASSIGNMENT

For valuable consideration, LE Acquisition, LLC (the "Company"), a Delaware Limited Liability Company having a place of business at 22000 AOL Way, Dulles, VA 20166, hereby assigns to America Online, Inc. a corporation of Delaware having a place of business at 22000 AOL Way, Dulles, VA 20166; and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent, entitled SYSTEM AND METHOD FOR GEOGRAPHICALLY ORGANIZING AND CLASSIFYING BUSINESSES ON THE WORLD-WIDE WEB, filed November 13, 2003, and assigned U.S. Serial Number 10/705,822, United States Patent Application entitled SYSTEM AND METHOD FOR GEOGRAPHICALLY ORGANIZING AND CLASSIFYING BUSINESSES ON THE WORLD-WIDE WEB, filed February 9, 2000, and assigned U.S. Serial Number 09/500,471, United States Patent Application entitled INFORMATION STORAGE AND RETRIEVAL SYSTEM AND METHOD FOR THE INTERNET, filed November 1, 1999, and assigned U.S. Serial Number 09/431,087, and United States Patent Application entitled SYSTEM AND METHOD FOR GEOGRAPHICALLY ORGANIZING AND CLASSIFYING BUSINESSES ON THE WORLD-WIDE WEB, filed April 18, 1997, and assigned U.S. Serial Number 08/844,522, now U.S. Patent No. 6,148,289, and the Company authorizes and requests the attorneys appointed in said applications to hereafter complete this assignment by inserting above the filing date and serial number of said applications when known; this assignment including said applications, any and all United States and foreign patents and applications, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and the Company authorizes the Assignee to apply in all countries in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and the Company agree for its legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments,

Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

The undersigned, an officer of America Online, Inc., whose title is supplied below, is empowered to act on behalf of the Company by virtue of a limited liability company operating agreement between LE Acquisition, LLC and America Online, Inc., dated August 9, 2000, a copy of which is attached.

IN WITNESS WHEREOF, I hereto set my hand and seal at Puller, VA  
this 22nd day of January, 2004 [Signature] L.S.

LE ACQUISITION, LLC  
RANDALL BOE  
Title: Officer of LE Acquisition, LLC and Corporate  
Vice President and Assistant General Counsel  
of America Online, Inc.

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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR LE ACQUISITION, LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") is made as of August 9, 2000 by American Online, Inc. ("AOL") and any other Person that becomes a member of LE Acquisition, LLC (the "Company"), a limited liability company formed under the Delaware Limited Liability Company Act (the "Act"). This Agreement constitutes the "limited liability company agreement" for the Company. In consideration of the respective covenants and agreements contained herein, the Members of the Company hereby agree as follows:

**ARTICLE I**

**OFFICES AND PURPOSES; DEFINITIONS**

1.1. Principal Office. The principal office of the Company shall be located at 22000 AOL Way, Dulles Virginia 20166. The principal office of the Company may be changed by the Manager of the Company. The Company may have such other offices, either within or without the State of Delaware, as the Manager may designate or as the business of the Company may from time to time require.

1.2. Registered Office and Agent. The registered office of the Company, as required by the Act to be maintained in the State of Delaware, shall be located at 1209 Orange Street, Wilmington, Delaware, and the original registered agent at such address shall be The Corporation Trust Company. The registered office and registered agent may be changed from time to time by the Manager and by the filing of the prescribed forms with and the payment of any prescribed fees to the Delaware Secretary of State.

1.3. Business. The Company has been formed to engage in any other lawful business for which a limited liability company may be organized under the Act as may be determined by the Manager from time to time.

1.4. Definitions. As used herein, the following terms have the following meanings:

"Affiliate" of the Company or a Member means any (i) Person controlling such Person, controlled by such Person or under common control with such Person or (ii) any Person that is a grantor, settlor, trustee or beneficiary of any such Person or of any Affiliate of such Person that is a trust or similar entity, a stockholder of any such Person or of any Affiliate of such Person that is a corporation, a member of any such Person or of any Affiliate of such Person that is a limited liability company, or a partner of any such Person or of any Affiliate of such Person that is a general or limited partnership;

"Business Day" means any day other than Saturday, Sunday or a day that is a legal holiday in the Commonwealth of Virginia; and

"Person" has the meaning specified in Section 18-101(12) of the Act.

In addition, the following terms are defined in the following Sections of this Agreement:

<u>Term</u>	<u>Section</u>
Act	Introduction
Agreement	Introduction
Another Enterprise	6.1
AOL	Introduction
Capital Account	2.9
Capital Percentage	2.7
Code	2.9
Company	Introduction
Disqualified Member	5.1(a)
Disqualifying Event	5.1(a)
Event of Dissolution	5.1
Fair Value	5.1
Indemnities	6.1
Losses	2.10(a)
Manager	3.1
Member Debts	5.2(c)(iii)
Members	2.1
Other Enterprise	6.1
Proceeding	6.1
Profits	2.10(a)

## ARTICLE 2

### MEMBERS AND FINANCIAL MATTERS

2.1. Identity of Members. The members of the Company (the "Members") shall consist of AOL and any other Person that becomes a Member pursuant to Section 2.2 hereof.

2.2. Admission of Members. The Manager shall have the exclusive right to admit Persons as Members of the Company. The terms of such admission shall be determined by the Manager. Each such Member upon its admission to the Company as provided in the immediately preceding sentence shall be bound by all provisions of this Agreement and any resolution or other action properly taken by the Manager or the Members pursuant hereto.

2.3. Limitation of Liability of Members and Others. Except as otherwise required by applicable law, the debts, obligations and liabilities of the Company whether

arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Manager. Each Manager and each officer of the Company, to the maximum extent now or hereafter permitted by applicable law, shall have no personal liability to the Company or its Members for monetary damages for breach of fiduciary duty as a Manager or officer.

2.4. Assignment. Except for an assignment by a Member to an Affiliate of such Member, which shall be effective upon written notice thereof to the Manager and compliance with applicable laws, no Member may assign its interest in the Company, and no assignee of such interest shall be admitted as a Member of the Company, without the approval of the Manager, and any such assignment shall be void if undertaken without such approval.

2.5. Initial Capital Contributions. AOL shall make an initial capital contribution to the Company of \$\_\_\_\_\_.

2.6. Additional Capital Contributions. No Member shall have any obligation to make any additional capital contributions to the Company.

2.7. Capital Percentages. Each Member shall have a capital percentage (a "Capital Percentage") that equals the quotient obtained by dividing (i) the total capital contributions made by such Member to the Company by (ii) the total capital contributions made by all Members to the Company.

2.8. Withdrawals of Capital; Interest. Except as otherwise provided in this Agreement, no Member shall have the right to withdraw any part of its capital contributions to the Company without the consent of the Manager. No interest shall be paid on or on account of any capital contributions to the Company.

2.9. Taxation; Capital Accounts. It is the intention of the Members that the Company will be classified as a partnership for purposes of federal and any state income tax law. The Manager is authorized to make any election it may deem to be prudent to maintain partnership classification. The Company shall take all reasonable actions to prevent its being treated as a "publicly traded partnership" under Section 7704 of the Internal Revenue Code of 1986, as amended (the "Code"). A capital account ("Capital Account") for each Member shall be determined and maintained on the books and records of the Company in accordance with Section 704(b) of the Code and Treas. Reg. § 1.704-1(b). All provisions of this Agreement relating to Capital Accounts shall be interpreted and applied so as to comply with the requirements of the Code and Treasury Regulations. In the event the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order so to comply, then the Manager may make such modification.

## 2.10. Division of Profits and Losses.

(a) Definition of Profits and Losses. "Profits" and "Losses" means the net profits or losses, as the case may be, of the Company as determined for purposes of United States federal income taxes, with such adjustments as may be required by the Code, including Section 703 thereof. In the event that the Capital Percentages of the Members change during any taxable year, the allocations set forth in this Section 2.10 shall be made in a manner determined appropriate by the Manager reflecting the Members' varying interests during such year.

(b) Allocation of Profits. Profits of the Company for any taxable year shall be allocated to the Members in accordance with their Capital Percentages.

(c) Allocation of Losses. Losses of the Company for any taxable year shall be allocated to the Members in accordance with their Capital Percentages.

(d) Allocations With Respect to Contributed Property. In accordance with the requirements of Section 704(c) of the Code and applicable Treasury regulations thereunder, income, gain, loss and deduction with respect to property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted tax basis of the Company in such property and the fair market value of such property at the time it was contributed to the Company.

(e) Other Required Tax Adjustments. As determined by the Manager, the Company shall comply with the minimum gain chargeback requirements of Treas. Reg. § 1.704-2 and the qualified income offset requirements of Treas. Reg. § 1.704-1(b)(2)(ii)(d).

## 2.11. Distributions.

(a) General. The Manager shall make distributions to the Members from time to time in such amounts as it shall determine. All such distributions shall be made to the Members in accordance with their Capital Percentages.

(b) Withholding Taxes. The Company shall, and is hereby authorized by each Member to, withhold from distributions (or allocations of Company income, gain, loss, deduction and credit) to Members and to pay over to any federal, state, local or foreign government any amounts required to be so withheld by law (including, without limitation, Code sections 1441, 1442, 1445, and 1446 thereof) and shall allocate any such amount to the Members with respect to which such amounts were withheld. For all purposes of this Agreement, all amounts so withheld shall be treated as amounts actually distributed to the Members with respect to which such amounts were withheld, and such amounts shall be treated as actually distributed at the time paid to the relevant government agency.

2.12. Accounting and Books of Account. The accounts, books and records of the Company shall be maintained at the principal office of the Company and shall be open for inspection, copying and audit upon reasonable notice by any of the Members or



their duly authorized representatives (at the expense of any such Members) during reasonable business hours. The Company's books shall be closed and balanced at the end of each calendar year. Except as previously disclosed to the Manager, each Member represents that it is not a "foreign partner" within the meaning of Section 1446(e) of the Code.

2.13. Tax Returns. The Manager shall designate an officer of the Company to be responsible for the preparation of all required federal, state, local and foreign income tax returns for the Company.

2.14. Banking. All funds of the Company shall be deposited in its name in one or more separate accounts with such banks, savings and loan associations, or trust companies as shall be designated by the Manager. Funds of Members or other Persons shall not be deposited in such Company accounts. The funds in such accounts shall be used solely for the business of the Company. Withdrawals from, or checks drawn upon, such accounts shall require the signatures of such persons as may be designated by the Manager.

2.15. Tax Matters Partner. The "tax matters partner" (as defined in Section 6231(a) (7) of the Code) of the Company shall be AOL.

### ARTICLE 3

#### MANAGEMENT

3.1. Manager. The Members hereby appoint AOL as the manager (the "Manager") of the Company; provided, however, that Members having a majority in interest of the Capital Percentages may remove and replace AOL as the Manager. The Manager shall oversee the operations of the company and shall have the authority to delegate to any officer of the Company the authority to make any decision on the Company's behalf.

3.2. Officers. The Company shall have such officers as may be determined from time to time by the Manager and such officers shall have the authority and duties granted to them by the Manager.

### ARTICLE 4

#### ACTIONS BY MEMBERS

4.1. Meetings. Meetings of the Members, for any purpose or purposes, may be called by the Manager or by any Member or Members who collectively hold at least a majority of the Capital Percentages and may be held at any location as determined by the Manager. Notice of any such meeting shall be given to each Member at least ten and no more than sixty days prior to the date thereof. Such notice shall specify the date, time and place of such meeting and shall set forth an agenda of items to be discussed or acted upon at such meeting.

4.2. Quorum for Meetings of the Members. The presence in person or by proxy of Members holding a majority of the Capital Percentages shall constitute a quorum for the transaction of business at a meeting of the Members. No action of the Members shall be valid in the absence of a quorum, except as provided in Section 4.3 hereof. Any action taken at a meeting of the Members shall require approval of Members holding at least a majority of the Capital Percentages of all Members.

4.3. Consent of Absentees and Waiver of Notice. The transactions of any meeting of the Members shall be as valid as though had at a meeting duly held after proper notice and with a quorum if, either before or after the meeting, each Member not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting, or approves the minutes thereof. All such waivers, consents or approvals shall be filed with the books and records of the Company and made a part of the minutes of the meeting. Attendance of a Member at any meeting of the Members shall constitute a waiver of notice of such meeting, except when a Member attends for the express purpose of objecting to the transaction of any business because such meeting has not been (or has allegedly not been) duly noticed.

4.4. Written Action without a Meeting; Telephone Meetings. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, if consent in writing to such action is provided by a sufficient number of Members whose votes are necessary to approve such action. Written notice of any such action shall be delivered by the Company to each Member who did not execute such consent. Such written consent or consents shall be filed with the minutes of the proceedings of the Members. Action by written consent shall have the same force and effect as a vote of the Members. Members may participate in any meeting of the Members by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

4.5. Proxies. Each Member may appear and vote at any meeting of the Members, and may execute waivers of notice, consents, or approvals, through the agency of one or more Persons, provided such agents are authorized to so act on behalf of the Member by the terms of a written proxy which has been executed by such Member and delivered to the President. The President shall cause such written proxies to be filed with the books and records of the Company. If a written proxy authorizes an agent to appear and/or to vote at any meeting of the Member, such written proxy must be delivered to the President.

## ARTICLE 5

### DISSOLUTION AND LIQUIDATION

5.1. Causes of Dissolution. The Company shall terminate and be dissolved on December 31, 2058, unless prior to such termination and dissolution the Manager with the consent of Members holding a majority of the Capital Percentages elects to extend such termination date for up to fifty additional years. Notwithstanding the foregoing, the

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Company shall terminate and be dissolved upon the earlier occurrence of any of the following events (an "Event of Dissolution"):

- (a) Any event set forth in Section 18-801(4) of the Act or any successor provision, except that (i) the death, retirement, resignation, expulsion, bankruptcy or dissolution (each, a "Disqualifying Event") of any Member (a "Disqualified Member") other than AOL shall not result in the dissolution of the Company, whose existence and business shall continue, and that (ii) a Disqualifying Event of AOL shall not result in the dissolution of the Company if Members holding a majority of the Capital Percentages Vote (excluding the Capital Percentage of the Disqualified Member) elect to continue the existence and business of the Company within 90 days after the occurrence of such Disqualifying Event;
- (b) The entry of a decree of dissolution by the Delaware Court of Chancery under Section 18-802 of the Act;
- (c) The business of the Company is determined to be illegal by a court of competent jurisdiction;
- (d) Rescission of this Agreement; or
- (e) Members with Capital Percentages equal to at least 80% of the total Capital Percentages of all Members elect to dissolve the Company.

In the event of the occurrence of a Disqualifying Event that does not result in the dissolution of the Company, the Company may redeem the Disqualified Member's interest in the Company by taking either of the following actions, as determined by the Manager, (x) making an assignment to such Disqualified Member of the amounts that would have been distributed to such Disqualified Member pursuant to Sections 2.11 and 5.2(c)(iv) hereof if the interest of such Disqualified Member had not been so redeemed (which amounts shall be paid over to such Disqualified Member only at the times provided in such Sections 2.11 and 5.2(c)(iv)) or (y) paying to such Disqualified Member the Fair Value of such Disqualified Member's interest in the Company. As used herein, "Fair Value" means the fair value of a Member's interest in the Company determined by an independent appraisal or any other method reasonably determined by the Manager.

## 5.2. Procedure Upon Dissolution.

- (a) Upon the dissolution of the Company, the Liquidation Manager appointed pursuant to Section 5.3 hereof shall immediately commence to wind up the Company's affairs, and shall proceed with reasonable promptness to liquidate the business of the Company;
- (b) If the Company is dissolved while its business is in progress, the winding up of the affairs of the business of the Company may include completion of any work in progress and any contracts in existence on the date of dissolution;

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(c) Except as otherwise required by the Act, upon the dissolution of the Company, the assets of the Company shall be liquidated, and the proceeds from such liquidation, together with assets distributed in kind, shall be applied in the following order:

(i) To the payment of debts and liabilities of the Company to creditors (other than Members or entities controlled by Members) in the order of priority provided by law, and the expenses of dissolution and liquidation;

(ii) To the establishment of any reserves that the Liquidation Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company; such reserves shall be held in trust by the Liquidation Manager for the purpose of disbursing such reserves in payment of contingencies and, at the expiration of such period as the Liquidation Manager shall deem advisable, to distribute the balance of the trust corpus in the manner hereinafter provided;

(iii) To the repayment of any debts or liabilities of the Company to any of the Members or to entities controlled by any of them ("Member Debts"), but if the amount available for such repayment shall be insufficient, then pro rata in accordance with the ratio of the amount of Member Debts made by each such Member or entity controlled by such Member to the total amount of all Member Debts; and

(iv) To each of the Members in the same manner as if such distribution were a distribution under Section 2.11 hereof.

5.3. Liquidation Manager. The Liquidation Manager shall be appointed by the Manager.

5.4. Powers of the Liquidation Manager. The Liquidation Manager, subject to the provisions of Section 5.5, shall have full power and authority to, and shall, wind up the business and affairs of the Company, including without limiting the generality of the foregoing, full power and authority to:

(a) Sell, transfer, hypothecate, pledge or otherwise encumber or dispose of all or any part of the Company's assets for cash or a cash equivalent at such price and on such terms as the Liquidation Manager shall determine to be necessary, appropriate or desirable in order to accomplish an orderly and prompt liquidation of the Company at the most favorable price and on the most favorable terms reasonably obtainable, provided that such sale, transfer, hypothecation, pledge, disposition or encumbrance of any such asset is in accordance with Section 5.5 hereof;

(b) Represent and act for and on behalf of the Company in all matters, including, without limitation, the power and authority to engage professional and technical services including, without limitation, accountants, attorneys, appraisers, brokers and auctioneers, and to institute and defend any legal proceedings that may be pending or brought by or against the Company;

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(c) Prepare, execute, file, record, and publish on behalf of the Members and the Company any agreements, documents or instruments relating to the dissolution and winding up of the business and affairs of the Company;

(d) Pay or otherwise settle or discharge all of the debts, liabilities and other obligations of the Company;

(e) Distribute to the Members any of the Company's assets, including without limitation, the proceeds of any sale of assets remaining after payment of debts, liabilities and other obligations in accordance with Section 5.2(c); and

(f) Take all other action necessary, appropriate or incidental to the foregoing powers or to the performance of the duties of the Liquidation Manager under this Agreement.

5.5. Duties of Liquidation Manager. The Liquidation Manager shall devote such time as he deems reasonably necessary to liquidate or wind up the Company in the manner provided in this Article 5. In addition, the Liquidation Manager shall:

(a) Arrange for an independent certified public accountant to supervise a complete inventory and accounting of the Company's assets and liabilities as of the date of dissolution;

(b) Notify each of the Company's known creditors of the Company's dissolution; and

(c) Prepare, file, publish and record in a timely manner all appropriate agreements, documents and instruments, including federal and state tax returns, to reflect the dissolution and termination of the Company and the cessation of the use of its name; obtain any necessary or desirable permits or other authorizations, including, without limitation, tax rulings relating to the dissolution and winding up of the Company or the disposition of its business, assets and goodwill; and, to the extent required by law, cancel any existing authorizations, licenses or permits and resolve or dispose of other matters relating to the dissolution and winding up as required by law and consistent with the purposes and provisions of this Agreement. In the performance of these duties, the Liquidation Manager shall act diligently, honestly and in good faith and shall account to the Members for any benefit or profits derived from transactions connected with the liquidation and winding up.

5.6. Indemnification of Liquidation Manager. The Members shall indemnify the Liquidation Manager as provided in Article 6.

5.7. Contributions for Deficiencies. No Member shall have any obligation to restore a deficit balance in its Capital Account at any time, and such deficit shall not be considered as owed to the Company or any other Person for any purpose whatsoever.

## ARTICLE 6

### INDEMNIFICATION

6.1. General. Each Person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact:

- (a) that such Person is or was a Manager, Liquidation Manager or officer of the Company, or
- (b) that such Person is or was serving at the request of the Company as a Manager, manager, trustee, officer, employee or agent of another company or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (collectively, "Another Enterprise" or "Other Enterprise"),

whether either in case (a) or in case (b) the basis of such Proceeding is alleged action or inaction (x) in an official capacity as a Manager, Liquidation Manager, or officer of the Company, or as a Manager, manager, trustee, officer, employee or agent of such Other Enterprise, or (y) in any other capacity related to the Company or such Other Enterprise while so serving as a Manager, manager, Liquidation Manager, trustee, officer, employee or agent, is and shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Person in connection therewith, unless such Person is found by a court of competent jurisdiction to have acted in a grossly negligent manner, to have committed willful malfeasance or fraud, to have breached such Person's fiduciary duty to the Company or the Members or to have materially breached the terms of this Agreement. The Persons indemnified by this Article 6 are hereinafter referred to as "Indemnitees." Such indemnification as to such alleged action or inaction shall continue as to an Indemnitee who has after such alleged action or inaction ceased to be a Manager, Liquidation Manager, officer, employee, or agent of the Company, or Manager, officer, manager, trustee, employee or agent of Another Enterprise; and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Article 6: (i) is a contract right; (ii) shall not be affected adversely as to any Indemnitee by any amendment of this Agreement with respect to any action or inaction occurring prior to such amendment; and (iii) subject to any requirements imposed by law, includes the right to be paid by the Company the expenses incurred in investigating, defending or settling any such Proceeding in advance of its final disposition, which expenses shall be paid promptly upon request of the Indemnitee, provided however that a Person shall have the right to require such advance payment by the Company only upon receipt by the Company of an undertaking by or on behalf of such Person to repay such amount to the Company if it is ultimately determined by a court of competent jurisdiction that the Person is not entitled to be indemnified by the Company.

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6.2. Nonexclusivity. The rights to indemnification and to the advancement of expenses conferred in this Article 6 are not exclusive of any other right that any Person may have or hereafter acquire under any statute, agreement, vote of Members or otherwise.

6.3. Enforcement. If a claim for indemnification hereunder is not paid in full by the Company within 60 days after it has been received in writing by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period is 20 days, the Indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful as a whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. Neither the failure of the Company (including the Manager, independent legal counsel or its Members) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including the Manager, independent legal counsel, or its Members) that the Indemnitee has not met such applicable standard of conduct, creates or shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit.

6.4. Insurance. The Company shall maintain insurance, at its expense, to protect itself and any Manager, Manager, trustee, officer, employee or agent of the Company or another enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss; provided that the Company shall not be required to maintain such insurance if it cannot be obtained on commercially reasonable terms.

6.5. Savings Clause. In the event that any of the provisions of this Article 6 (including any provision within a single section, paragraph or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the full extent permitted by law.

## ARTICLE 7 MISCELLANEOUS

7.1. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each Member.

7.2. Interpretation and Construction. The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement. Words such as "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Section of this Agreement, unless the context clearly indicates otherwise.

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7.3. Severability. In the event any provision of this Agreement shall finally be determined to be unlawful or unenforceable, such provision shall be deemed to be severed from this Agreement, and every other provision of this Agreement shall remain in full force and effect.

7.4. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given at the time of receipt if delivered by hand or three days after being mailed, registered or certified mail, return receipt requested, with postage prepaid:

If to AOL:

America Online, Inc.  
22000 AOL Way  
Dulles Virginia 20166  
Attn: President, Business Affairs  
Telecopy: 703-265-1206

If to any other Member, a Manager, any officer or any other Person, to the address specified in such Member's Membership Agreement or given by such Person to the Company for purposes of notice; provided, however, that if any Member shall have designated a different address by notice to the other given as provided above, then to the last address so designated.

7.5. Complete Agreement.

This Agreement sets forth the entire understanding of the Members and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any Member.

7.6. Third Parties. This Agreement is not intended to, and shall not, create any rights in or confer any benefits upon anyone other than the parties hereto and their permitted successors and assigns.

7.7. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflicts of laws provisions thereof. THE MEMBERS HEREBY AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF DELAWARE IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ALL ACTIONS CONTEMPLATED HEREBY. THE PARTIES AGREE TO ACCEPT SERVICE OF PROCESS PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 7.4.

7.8. Waiver. The waiver by any Member of any matter provided for herein shall only be effective if made in writing signed by such Member, but such waiver shall not be deemed to be a waiver of any other such matter.



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7.9. Counterparts. More than one counterpart of this Agreement may be executed by the Members, and each fully executed counterpart shall be deemed an original.

7.10. Amendment of this Agreement. Any amendment to this Agreement must be effected by the consent of Members having Capital Percentages that equal at least a majority of the Capital Percentages of all Members. Notwithstanding the foregoing, amendments to this Agreement that clarify the terms hereof may be effected by the Manager without the consent of the Members and any amendment that does not adversely affect all Members may be effected by the consent of the Manager and each Member adversely affected thereby; provided that no amendment shall be made that adversely affects the limited liability of any Member, the distributions to be made by the Company to any Member, the allocation of Profits or Losses to any Member or such Member's obligation to make capital contributions to the Company unless such Member consents thereto.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of  
the date first above written.

AMERICA ONLINE, INC.

By: David Colburn

Name: David Colburn

Title: President - Business Affairs