

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Agreement Regarding Patent Rights
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TV Interactive Data Corporation	01/28/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Zillion TV
<b>Street Address:</b>	2350 Mission College Boulevard, Suite 925
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5839905
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)305-3055
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(650) 305-3050
<b>Email:</b>	rgard@gardkaslow.com
<b>Correspondent Name:</b>	V. Randall Gard
<b>Address Line 1:</b>	One 1st Street, Suite 9
<b>Address Line 4:</b>	Los Altos, CALIFORNIA 94022
<b>ATTORNEY DOCKET NUMBER:</b>	5,839,905 (TVI)
<b>NAME OF SUBMITTER:</b>	V. Randall Gard
<b>Total Attachments: 3</b>	
source=TVI_ZillionTV_agreement_executed 1_28_10#page1.tif	
source=TVI_ZillionTV_agreement_executed 1_28_10#page2.tif	
source=TVI_ZillionTV_agreement_executed 1_28_10#page3.tif	

CH \$40.00 5839905

## AGREEMENT REGARDING PATENT RIGHTS

This Agreement Regarding Patent Rights (the "Agreement") is effective as of January 28, 2010, by and between TV Interactive Data Corporation (d/b/a TV Interactive Corp.), a California corporation having its principal place of business at 19870 Mendelsohn Lane, Saratoga, California 95070 ("TVI") and Zillion TV Corporation (f/k/a Xillion TV Corporation), a Delaware corporation having its principal place of business at 2350 Mission College Boulevard, Suite 925, Santa Clara, California 95054 ("Zillion").

### RECITALS

WHEREAS, TVI and Zillion previously entered into that certain Intellectual Property Purchase Agreement, dated on or about September 26, 2007 (the "Purchase Agreement"), pursuant to which TVI assigned to Zillion the patents identified in Exhibit A to the Purchase Agreement, which are: (1) United States Patent No. 5,839,905 entitled "Remote control for indicating specific information to be displayed by a host device"; and (2) United States Patent No. 5,957,695 entitled "Structure and method for displaying commercials and sending purchase orders by computer";

WHEREAS, pursuant to and following the execution of the Purchase Agreement, the parties recorded a document, dated January 24, 2008, with the United States Patent and Trademark Office, for the purpose of recording the assignments effected by the Purchase Agreement (the "Recorded Assignment");

WHEREAS, the parties subsequently discovered that the language of the Recorded Assignment could be misinterpreted as broader than the assignments effected by the Purchase Agreement and intended by the parties; and

WHEREAS, the parties desire to clarify their intent under the Purchase Agreement and cause to be recorded with United States Patent and Trademark Office a document that clearly and correctly reflects the assignments effected by the Purchase Agreement and intended by the Parties.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein, as well as in the Purchase Agreement, the parties hereby agree as follows:

1. Interpretation of the Intellectual Property Purchase Agreement. Each of TVI and Zillion hereby affirm that the scope of the assignment granted in Section 1 of the Purchase Agreement included only the following two patents — (1) United States Patent No. 5,839,905 entitled "Remote control for indicating specific information to be displayed by a host device", and (2) United States Patent No. 5,957,695 entitled "Structure and method for displaying commercials and sending purchase orders by computer" — as well as the future right to file all corrections, reissues, reexaminations, divisions, substitutions, continuations, continuations-in-part, and foreign counterparts thereof (collectively, the "Assigned Patents"). The assignment was not

intended to, and did not include, the following patents — (1) United States Patent No. 6,249,863 entitled “Host Device Equipped With Means For Starting A Process In Response To Detecting Insertion Of A Storage Media”, and (2) United States Patent No. 6,418,532 entitled “Host Device Equipped With Means For Starting A Process In Response To Detecting Insertion Of A Storage Media” — or any other patent owned by TVI or to which TVI had rights to enforce prior to or on the Effective Date of the Purchase Agreement (the “Retained Patents”). For purposes of this Agreement, the term “Retained Patents” will also include any corrections, reissues, reexaminations, divisions, substitutions, continuations, continuations-in-part, and foreign counterparts of any of the Retained Patents; however, excluded from the definition and scope of “Retained Patents” are the Assigned Patents. Nor did the assignment transfer from TVI to Zillion any right to enforce the Retained Patents, or any right to collect royalties under or any right to recover for past, present or future damages from infringement of the Retained Patents (including without limitation, any causes of action, such as patent infringement claims, and enforcement rights, whether currently pending, filed, or otherwise). All right, title, and interest in the Retained Patents and all rights associated therewith were retained by, and are and at all times have been owned by, TVI.

2. Assignment Nunc Pro Tunc. Without limiting Section 1 above, if and to the extent any right, title or interest in or to the Retained Patents was assigned or transferred to Zillion, Zillion hereby assigns to TVI, *nunc pro tunc* and effective as of the date of the Purchase Agreement (or, if applicable, any later date upon which Zillion acquired any right, title or interest in or to the Retained Patents), all right, title and interest in and to the Retained Patents, and all rights to enforce the Retained Patents, to collect royalties under and the right to recover for past, present or future damages from infringement of the Retained Patents prior to, at, or after the date of the Purchase Agreement (including without limitation, all causes of action, such as all patent infringement claims, and enforcement rights, whether currently pending, filed, or otherwise). Zillion hereby affirms that it does not have, and at no time prior to the date hereof did it have, any right to assert or enforce the Retained Patents against any other party.

3. Covenant-Not-To-Sue. TVI hereby agrees and covenants not to sue Zillion for infringement of Retained Patents.

4. Recording. TVI and Zillion hereby direct counsel for TVI to file for recordation with the United States Patent and Trademark Office a true and correct copy of this Agreement promptly following the date of this Agreement.

5. Interpretation.

(a) In the event of any actual or perceived conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement or the Recorded Assignment, the terms of this Agreement will govern.

(b) It is the understanding and intent of the parties that all right, title and interest in and to the Retained Patents, and all rights to collect royalties under and the right to recover for past, present or future damages from infringement of the Retained Patents prior to, at, or after the date of the Purchase Agreement (including without limitation, all causes of action, such as all

patent infringement claims, and enforcement rights, whether currently pending, filed, or otherwise) are, and at all times have been, owned by TVI. In the event any provision of this Agreement is unenforceable in whole or in part, the validity of the remaining provisions of the Agreement will not be affected thereby, and the parties desire that any court or arbitrator interpret this Agreement in a manner to give effect to the maximum extent permitted by applicable law to the foregoing intent of the parties.

(c) Nothing in this Agreement will eliminate, modify, or constitute a waiver (in whole or in part) of the provisions of Section 5.3 (Confidentiality) of the Purchase Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States or the State of California, as applicable, and any action to enforce or interpret this Agreement shall be brought exclusively in any state or federal court located in Santa Clara County, California.

7. Further Assurances. Each party shall, at the reasonable request of the other party, execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment and recordation of such other papers as may be necessary or desirable to effectuate the intent of the parties as set forth in this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the date first above written.

**TV Interactive Data Corporation**

By: 

Peter Redford, President, CEO

**Zillion TV Corporation**

By: 

Jack Lawrence, President, CEO