

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lynn Paula Krinsky	04/01/2009
RECEIVING PARTY DATA	
Name:	Howrey LLP
Street Address:	1420 Fifth Avenue
Internal Address:	Suite 2800
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101-2347
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09997110
CORRESPONDENCE DATA	
Fax Number:	(216)566-9711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(216) 566-9700
Email:	dambrosia@rankinhill.com
Correspondent Name:	Rankin, Hill & Clark LLP
Address Line 1:	38210 Glenn Avenue
Address Line 4:	Willoughby, OHIO 44094-7808
NAME OF SUBMITTER:	Mark E. Bandy
Total Attachments: 7 source=19891-Assignment1#page1.tif source=19891-Assignment1#page2.tif source=19891-Assignment1#page3.tif source=19891-Assignment1#page4.tif source=19891-Assignment1#page5.tif source=19891-Assignment1#page6.tif	

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**PATENT
 REEL: 024143 FRAME: 0385**

PATENT PURCHASE AGREEMENT

This Agreement is made as of the 1st day of April, 2009 by and between Lynn Paula Krinsky, an individual residing in Seattle, Washington (hereinafter "Krinsky"), and Howrey, a limited liability partnership having its principal office in Washington D.C.

WHEREAS, Krinsky owns certain patents that Howrey wishes to acquire;

WHEREAS, Krinsky is willing to sell these patents under the terms and conditions specified below; and

NOW, THEREFORE, Krinsky and Howrey agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 "Patents" means United States Patent Numbers 6,354,212 ("the '212 patent") and 6,631,683 ("the '683 patent") as well as all related patents or applications for patents (*e.g.*, patents or applications claiming priority to the '212 Patent and/or the '683 Patent, or patents or applications claiming priority to a common patent or application as the '212 Patent and/or the '683 Patent) that have been or shall be filed in the United States or in foreign countries, including all provisional, divisional, continuing, continuing-in-part, substitute, renewal, or reissue patents or applications for patents.

Section 1.2 "Effective Date" means the date on which this Agreement is duly signed by both parties.

Section 1.3 "Term" shall have the meaning given that term in Section 6.0.

ARTICLE II ASSIGNMENT/PAYMENT/LICENSE/REVIVAL

Section 2.1 Krinsky Assignment. Krinsky irrevocably sells, assigns, transfers and conveys to Howrey all right, title and interest in the Patents, including the right to sue for past infringement and to prosecute, enforce and defend the Patents. Subsequent to Krinsky's sale, assignment, transfer and conveyance of all right, title and interest in the Patents, Howrey, at its sole discretion, has the right to sell, assign, transfer and convey all right, title and interest in the Patents to a third party at any time and under any terms and conditions.

Section 2.2 Howrey Payment. Howrey shall pay Krinsky for the Patents. Within (10) business days from the Effective Date, Howrey shall wire to Krinsky at:

Section 2.3 Taxes. The parties agree that any taxes arising from this transaction are the sole responsibility of Krinsky.

Section 2.4 Krinsky License. Notwithstanding the assignment in Section 2.1, Howrey agrees to give Krinsky and Krinsky's company, Stella Color, a non-exclusive, non-assignable license to (i) to make, have made, use, sell, offer for sale and import devices that are covered by the Patents or that practice methods covered by the Patents, (ii) to practice any method covered by the Patents, and (iii) to make, have made, use, sell, offer to sell, import, distribute, host and have hosted services that are covered by the Patents. This retained license may not be sublicensed and is not transferable. This grant of a non-exclusive, non-assignable license shall be binding on any party that succeeds Howrey's ownership interest in the Patents.

Section 2.5 No Implied Licenses. The only licenses granted herein are those expressly stated in Section 2.4. No implied rights or licenses are granted by this Agreement.

Section 2.6 Revival of Patents. Krinsky agrees to cooperate with Howrey, or any party that succeeds Howrey as the owner of the rights, title and interest in the Patents, to revive the '212 Patent and the '683 Patent, including providing declarations to the U.S. Patent and Trademark Office that may be necessary for revival. Krinsky agrees to consider in good faith any further requests for assistance (beyond providing declarations) from Howrey, or any subsequent owner of the Patents, only if such assistance is reasonably necessary to revive the Patents and does not unduly burden Krinsky. Any cooperation from Krinsky shall be at no cost and expense to Krinsky.

Section 2.7 Release to Krinsky. Howrey's, or any subsequent owner's, right to sue for damages for infringement before the Effective Date excludes any claim against Krinsky or Stella Color, such claims hereby are expressly waived and released.

ARTICLE III TRANSFER

Section 3.0 Krinsky Transfer. Within fifteen (15) days after the effective date, Krinsky shall transfer all files in her possession, custody or control, or cause to be transferred all files in her patent counsel's possession, custody or control, that relate to prosecution or enforcement of the Patents or to the conception or reduction to practice the claimed inventions in the Patents, including assignment documents, prosecution histories, invention reports, and prior art to Howrey at the address specified below in Section 7.0. Howrey bears the cost of such transfer, including but not limited to copying charge and postage.

ARTICLE IV REPRESENTATIONS

Section 4.1 Authority Warranty. Each party represents and warrants that it has and will have the right and authority to enter into this Agreement and to convey the rights granted by such party hereunder, without the need for any licenses, releases, consents, approvals or immunities not yet granted or obtained.

Section 4.2 Krinsky Representations. Krinsky represents:

- (i) that she owns all right and title to the Patents prior to the Effective Date;
- (ii) that she has the sole and exclusive right to assign the Patents; and
- (iii) that she had made no assignment, transfer, grant or license of any interest in the Patents and that she will not make an assignment, transfer, grant or license of any interest in the Patents except as specified herein.

ARTICLE V COOPERATION

Section 5.0 Further Assurances. Krinsky agrees, upon the reasonable request of Howrey, or any party that succeeds Howrey as the owner of the rights, title and interest in the Patents, to cooperate with Howrey and any future owner of the rights, title and interest in the Patents, to do all things necessary to fully vest in Howrey, and any future owner of the rights, title and interest in the Patents, the rights granted under this Agreement, including without limitation to execute and record documents that must be filed to reflect the change in title to the Patents.

ARTICLE VI TERM

Section 6.0 Term. This Agreement and the rights granted hereunder shall continue in effect from the Effective Date until expiration of the last to expire Patents (the "Term"). This term is not affected by any subsequent assignment of the rights, title and interest in the Patents from Howrey.

ARTICLE VII NOTICES

Section 7.0 Notices. All notices or other communications given hereunder will be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended, if delivered by a nationally recognized overnight courier service, or if sent by facsimile, accompanied by electronic confirmation of the accurate transmission thereof, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to Krinsky:

Lynn Paula Krinsky
620 S Dakota St
Seattle, WA 98108
Telephone: (206) 223-2303
Facsimile: (206) 223-7005

If to Howrey, LLP:

Howrey, LLP
Attn: Gregory S. Cordrey
4 Park Plaza, Suite 1700
Irvine, California 92614
Telephone: (949) 721-6900
Facsimile: (949) 721-6910

All such notices and other communications shall be deemed to have been given and received effective as of (i) in the case of personal delivery, the date of such delivery; (ii) in the case of a nationally recognized, overnight courier service, the second business day following dispatch; or (iii) in the case of a facsimile, provided that the facsimile is accompanied by electronic confirmation of the accurate transmission thereof, the date of such delivery.

ARTICLE VIII CONFIDENTIALITY

Section 8.1 Confidentiality. Krinsky shall keep the terms of this Agreement confidential and shall neither disclose now or hereafter, the terms of this Agreement to any third party except:

- (a) to any court or governmental body or agency compelling such disclosure, but only to the extent so compelled and only after Howrey has been given reasonable notice that disclosure is being compelled and has had an opportunity to resist or limit such disclosure through whatever legal proceedings may be available;
- (b) as otherwise may be required by any law and the rules or regulations promulgated under such law;
- (c) as necessary for disclosure to her auditors, agents and accountants representing her, provided that, in case of any disclosure pursuant to this subsection (c), to the extent permissible by law, Krinsky shall impose confidentiality provisions on the recipient in writing prior to such disclosure;
- (d) with written permission from Howrey, or
- (e) to the extent the information is or becomes generally available to the public through no wrongful act or omission on the part of either party.

Section 8.2 Confidentiality survives assignment. Krinsky agrees and acknowledges that the confidential nature of this agreement survives any assignment by Howrey to any future owner of the rights, title and interest in the Patents.

ARTICLE IX MISCELLANEOUS

Section 9.1 Governing Law and Forum. This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law provisions. Any suit hereunder will be brought solely in the Court of Orange County, California, or in the United States District Court for the Central District of California. Each party agrees to subject itself to the personal jurisdiction of such courts and shall not contest such jurisdiction or the venue of such court or the convenience of the forum. In the event of any dispute under the Agreement, or if it becomes necessary for a party to initiate legal proceedings to enforce its rights under this Agreement, the prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party.

Section 9.2 Amendments. Any modification of this Agreement shall be set forth in writing and duly executed by both parties.

Section 9.3 Waiver. The failure or delay of either party in exercising any of its rights hereunder shall in no way operate as a waiver of such rights or prevent the assertion of such rights thereafter to enforce each and every provision of the Agreement in accordance with its terms.

Section 9.4 Severability. Should any provision of this Agreement be held to be unenforceable, such ruling shall not affect the validity and enforceability of the remaining provisions of this Agreement.

Section 9.5 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format shall be deemed original signatures for purposes of this Agreement.

Section 9.6 Representation of Comprehension of Document. In entering into this Agreement, the parties represent that they have relied upon the advice of their own attorney(s), or the attorney(s) of their own choice, that the terms of this Agreement have been completely read by and explained to them by their attorney(s), and the terms of this Agreement are fully understood and voluntarily accepted by them. The parties hereby acknowledge receipt of a copy of this Agreement before signing the same. It is further understood that the provisions of the Agreement are contractual and are not merely recitals and that the parties have read the foregoing Agreement, understand it and sign the same as their own voluntary act and deed.

Section 9.7 Jointly Drafted. The parties agree that this Agreement, and all its terms, has been jointly drafted between and among them, and no provision hereof shall be interpreted against any party hereto by reason of the contention, claim, suggestion or argument that they were the drafters of any such provision.

Section 9.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous understandings relating to the subject matter hereof, whether oral or written, and unexecuted drafts hereof. Prior unexecuted drafts of this Agreement may not be used to interpret the intentions of the parties or underlying facts relating to this Agreement, and the fact that certain provisions may have been added, removed or modified during negotiations shall have no interpretive significance.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be signed as of the day and year first above written.

Lynn Paula Krinsky

By: Lynn Paula Krinsky

Date: 4/1/09

Howrey LLP

By: Gregory S. Cordrey

Title: Partner

Date: 4/1/09