

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the state of incorporation of the assignee listed in the assignment previously recorded on Reel 024369 Frame 0338. Assignor(s) hereby confirms the state of incorporation of the assignee was Washington.												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Scott S. Snibbe</td><td>02/28/2000</td></tr><tr><td>Karon E. MacLean</td><td>02/25/2000</td></tr><tr><td>Kimberly H. Johnson</td><td>12/16/1999</td></tr><tr><td>Oliver T. Bayley</td><td>03/01/2000</td></tr><tr><td>William L. Verplank</td><td>03/15/2000</td></tr></tbody></table>		Name	Execution Date	Scott S. Snibbe	02/28/2000	Karon E. MacLean	02/25/2000	Kimberly H. Johnson	12/16/1999	Oliver T. Bayley	03/01/2000	William L. Verplank	03/15/2000
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<table border="1"><tr><td>Name:</td><td>Interval Research Corporation</td></tr><tr><td>Street Address:</td><td>1801 Page Mill Road</td></tr><tr><td>Internal Address:</td><td>Building C</td></tr><tr><td>City:</td><td>Palo Alto</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94304</td></tr></table>		Name:	Interval Research Corporation	Street Address:	1801 Page Mill Road	Internal Address:	Building C	City:	Palo Alto	State/Country:	CALIFORNIA	Postal Code:	94304
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City:	Palo Alto												
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Postal Code:	94304												
PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
Fax Number: (206)359-9226 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Email: ETollefson@perkinscoie.com													
Correspondent Name: Perkins Coie LLP													
Address Line 1: 1201 Third Avenue, Suite 4800													
Address Line 4: Seattle, WASHINGTON 98101-1247													
ATTORNEY DOCKET NUMBER:	34528.8000												

501178520

PATENT
REEL: 024397 FRAME: 0333

OP \$40.00 6803924

NAME OF SUBMITTER:

Christopher J. Daley-Watson

Total Attachments: 66

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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor names and execution dates previously recorded on Reel 024329 Frame 0398. Assignor(s) hereby confirms the execution date for Kimberly H. Johnson is "12/16/1999" and Assignor's name is "William L. Verplank".												
CONVEYING PARTY DATA													
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Address Line 1: 1201 Third Avenue, Suite 4800													
Address Line 4: Seattle, WASHINGTON 98101-1247													

ATTORNEY DOCKET NUMBER:	34528.8000
NAME OF SUBMITTER:	Christopher J. Daley-Watson
Signature:	/CJD/
Date:	05/12/2010
Total Attachments: 6 source=8104US1CorrectiveDate#page1.tif source=8104US1CorrectiveDate#page2.tif source=8104US1CorrectiveDate#page3.tif source=8104US1CorrectiveDate#page4.tif source=8104US1CorrectiveDate#page5.tif source=8104US1CorrectiveDate#page6.tif	
RECEIPT INFORMATION EPAS ID: PAT1196522 Receipt Date: 05/12/2010 Fee Amount: \$40	

Docket No.: 345288104US
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Snibbe et al.

Confirmation No.: 2769

Patent No.: 6,496,200

Application No.: 09/433,607

Issued: December 17, 2002

Filed: November 2, 1999

For: FLEXIBLE VARIATION OF HAPTIC
INTERFACE RESOLUTION

DECLARATION OF WILLIAM L. McGRATH UNDER MPEP 323.01(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

1. I am Vice President of both VULCAN PATENTS LLC and INTERVAL LICENSING LLC, assignee of U.S. Patent Number 6,496,200, (the "*Patent*"). I was appointed a Vice President of VULCAN PATENTS LLC in October, 2007 and Vice President of INTERVAL LICENSING CORPORATION in December, 2009. During this time, I have been an authorized representative for both VULCAN PATENTS LLC and INTERVAL LICENSING LLC. Through my work at both VULCAN PATENTS LLC and INTERVAL LICENSING LLC, I have first hand knowledge of the corporate status of each of the assignees described below.

2. The rights of the inventors in this patent were assigned to INTERVAL RESEARCH CORPORATION as recorded on March 27, 2000, at reel/frame

34528-8000/LEGAL18105220.1

010711/0574. Attached as Exhibit A is a copy of the assignment recorded at reel/frame 010711/0574.

3. The rights of INTERVAL RESEARCH CORPORATION in this patent were subsequently assigned to VULCAN PATENTS LLC as recorded on October 26, 2006 at reel/frame 018442/0065. Attached as Exhibit B is a copy of the assignment recorded at reel/frame 018442/0065. VULCAN PATENTS LLC executed a merger on December 23, 2009 with INTERVAL LICENSING LLC as indicated in an assignment recorded on March 30, 2010 at reel/frame 024160/0182. Attached as Exhibit C is a copy of the merger recorded at reel/frame 024160/0182.

4. The assignment recorded at reel/frame 010711/0574 from the inventors to INTERVAL RESEARCH CORPORATION includes an inadvertent error. The error is that INTERVAL RESEARCH CORPORATION is identified in the assignment as a California corporation. INTERVAL RESEARCH CORPORATION was at all times a Washington Corporation. INTERVAL RESEARCH CORPORATION was dissolved December 23, 2004, and therefore no authorized individuals remain for INTERVAL RESEARCH CORPORATION. Accordingly, INTERVAL LICENSING LLC hereby requests correction of the inadvertent error in the assignment recorded at reel/frame 010711/0574.

5. I further declare that all statements herein made of my own knowledge are true, and that all statements made on information or belief are believed to be true; and further, that the statements are made with the knowledge that the making of willful or false statements or the like is punishable by fine or imprisonment, or both, under

Application No.: 09/433,607

Docket No.: 345288104US

Section 1001 of Title 18 of the United States Code, and may jeopardize the validity of any patent issuing from the present patent application.

William McGrath

William L. McGrath

Vice President, Vulcan Patents LLC

Vice President, Interval Licensing LLC

April 21, 2010

Date

EXHIBIT A

03/21/00

04-24-2000

FORM PTO-1595
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeTo the Honorable Commissioner of Pa
thereof.

101330531

Attached original documents or copy

1. Name of conveying party(ies): Scott S. Snibbe,
Karon E. MacLean, Kimberly H. Johnson, Oliver T.
Bayley, William L. Verplank

2. Name and address of receiving party(ies):

Name: Interval Research Corporation

Street Address: 1801 Page Mill Road, Building C

City: Palo Alto State: CA

Additional name(s) of conveying party(ies)
attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached
☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ OtherExecution Dates: 2/28/00; 2/25/00; 12/16/99; 3/1/00;
3/15/00

4. Application number or patent number:

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application

Serial No. 09/433,607
Entitled: Flexible Variation of Haptic Interface
Resolution
Inventors: Scott S. Snibbe et al.
Filed: November 2, 1999
Attorney Dkt. No.: IR-020

B. Patent

Patent No.
Entitled:
Inventors:
Issued:Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: David R. Graham

Internal Address: 1337 Chewon Ave.
Milpitas, California 950356. Total number of applications
and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00
☒ Enclosed (Check No. 1058)☐ Authorized to be charged to deposit account8. Deposit account number: 50-0840
Please debit any underpayment or credit any
overpayment to the above deposit account.

Our Order No.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is
a true copy of the original document.David R. Graham
Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [5]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

04/21/2000 TTON11 00000323 09433607

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PATENT
REEL: 024397 FRAME: 0342

ASSIGNMENT

WHEREAS, Scott S. Snibbe, Karon E. MacLean, Kimberly H. Johnson, Oliver T. Bayley and William L. Verplank, referred to hereinafter as "Assignor(s)," have made certain inventions and/or discoveries set forth in an Application for Letters Patent of the United States of America entitled Flexible Variation of Haptic Interface Resolution,

- [] filed herewith and having the above-indicated Attorney Docket Number;
- [X] which was filed on November 2, 1999, and now has Application Serial No. 09/433,607;

WHEREAS, Interval Research Corporation, a corporation of the State of California, whose address is 1801 Page Mill Road, Building C, Palo Alto, California, 94304, and who, together with its successors and assigns is referred to hereinafter as "Assignee", is desirous of acquiring the entire right, title and interest in and to the inventions and discoveries, together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor(s), the receipt and sufficiency of which is hereby acknowledged, each Assignor hereby, without reservation:

1. Assigns, transfers and conveys to Assignee the entire right, title and interest of Assignor, together with the benefits and privileges, in and to the inventions and discoveries, the Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on the inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon the inventions or discoveries, or upon the application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for the inventions and discoveries or upon the applications, and every priority right that is or may be predicated upon or arise from the inventions, the discoveries, the applications and the Letters Patent;

2. Authorizes Assignee to file patent applications in any or all countries or groups of countries on any or all of the inventions and discoveries in Assignor(s)' name(s) or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all of the Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

5. Binds Assignor's heirs, legal representatives and assigns, as well as Assignor, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor or them, all reasonable acts serving to assure that the inventions and discoveries, the patent applications and the Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, Assignor's heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to the inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of Assignor's heirs, legal representatives or assigns which may be useful for establishing any facts of Assignor(s)' conceptions, disclosures, and reduction to practice of the inventions or discoveries.

Today's
Date: 2-28-00

County of _____,)
State of _____,) ss.
_____)

On _____ before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SIGNATURE OF NOTARY

IN WITNESS WHEREOF:

Today's Date: 2/25/02 K E M
 Karen E. MacLean

County of _____,)
 State of _____,) ss.
 _____,)

On _____ before me, _____
 personally appeared _____, personally
 known to me or proved to me on the basis of satisfactory
 evidence to be the person(s) whose name(s) is (are) subscribed
 to the within instrument and acknowledged to me that
 he/she/they executed the same in his/her/their authorized
 capacity(ies), and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which
 the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

IN WITNESS WHEREOF:

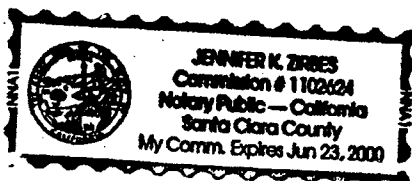
Today's Date: 12.16.99 Kimberly H. Johnson
 Kimberly H. Johnson

County of Santa Clara,)
 State of California,) ss.
 _____,)

On December 16, 1999 before me, Jennifer K. Zirbes, Notary Public
 personally appeared Kimberly H. Johnson, personally
 known to me or proved to me on the basis of satisfactory
 evidence to be the person(s) whose name(s) is (are) subscribed
 to the within instrument and acknowledged to me that
 he/she/they executed the same in his/her/their authorized
 capacity(ies), and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which
 the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jennifer K. Zirbes
 SIGNATURE OF NOTARY



IN WITNESS WHEREOF:

Today's

Date: 1st March, 2000

Oliver T. Bayley

County of

,)

) ss.

State of

,)

On _____ before me, _____
personally appeared _____, personally
known to me or proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is (are) subscribed
to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

IN WITNESS WHEREOF:

Today's

Date: 15 Mar '00

William L. Verplank
William L. Verplank

County of

,)

) ss.

State of

,)

On _____ before me, _____
personally appeared _____, personally
known to me or proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is (are) subscribed
to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

EXHIBIT B

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

10/26/2006
500170468

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Interval Research Corporation	12/29/2004
RECEIVING PARTY DATA	
Name:	Vulcan Patents LLC
Street Address:	505 Fifth Avenue South, Suite 900
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6496200
CORRESPONDENCE DATA	
Fax Number:	(408)973-2595
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-973-2590
Email:	jgross@ip-patent.com
Correspondent Name:	Lee Van Pelt
Address Line 1:	10050 N. Foothill Blvd., Suite 200
Address Line 4:	Cupertino, CALIFORNIA 95014
ATTORNEY DOCKET NUMBER:	INT1P902
NAME OF SUBMITTER:	Lee Van Pelt
Total Attachments: 23 source=INT1P902 Assignment Interval to Vulcan#page1.tif source=INT1P902 Assignment Interval to Vulcan#page2.tif source=INT1P902 Assignment Interval to Vulcan#page3.tif source=INT1P902 Assignment Interval to Vulcan#page4.tif source=INT1P902 Assignment Interval to Vulcan#page5.tif	

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, effective as of the 29th day of December, 2004, is entered into by and between **INTERVAL RESEARCH CORPORATION**, a Washington corporation with its principal place of business at 3200 Ash Street, Palo Alto, CA 94306 ("Assignor") and **VULCAN PATENTS LLC**, a California corporation with its principal place of business at 505 Fifth Avenue South, Suite 900, Seattle, Washington 98104 ("Assignee").

RECITALS

WHEREAS, Assignor, is the owner of the Patents and Patent applications identified in **EXHIBIT A**; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Patents and Patent applications.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under Assignor's issued and pending domestic and foreign patents and patent applications, including without limitation the patents and patent applications listed on **EXHIBIT A** and any other Patents or Patent applications filed by Assignor based on technology developed on or before April 30, 2000, annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange of certain valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

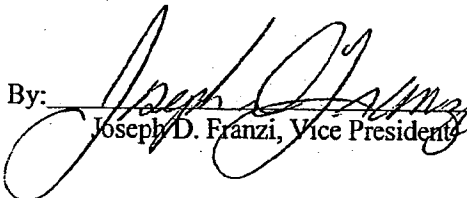
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused its duly and authorized officer to execute this Assignment of Patents as of the above written date.

INTERVAL RESEARCH CORPORATION,
a Washington corporation

By: _____


Joseph D. Franzi, Vice President

VULCAN PATENTS LLC,
a California limited liability company

By: _____



Nathaniel T. Brown, Vice President

EXHIBIT A
PATENTS AND PATENT APPLICATIONS

50490815.01

PATENT
REEL: 024397 FRAME: 0352

VULCAN PATENTS LLC

No.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
1	INT1P002	08/607,388	6,144,773	2/27/1996	ISSUED
2	INT1P002-DE	97914842.6	0883864	8/5/1998	ISSUED
3	INT1P002-EP	97914842.6	0883864	8/5/1998	ISSUED
4	INT1P002-FR	97914842.6	0883864	8/5/1998	ISSUED
5	INT1P002-GB	97914842.6	0883864	8/5/1998	ISSUED
6	INT1P002-JP	9-531195		8/27/1998	PENDING
7	INT1P003	08/675,104	5,953,686	7/3/1996	ISSUED
8	INT1P003C1	09/204,857	6,047,249	12/3/1998	ISSUED
9	INT1P005	09/087,449	6,381,280	5/29/1998	ISSUED
10	INT1P005+	60/050,933		5/30/1997	CONVERTED
11	INT1P005-DE	98925057.6	0985193	11/16/1999	ISSUED
12	INT1P005-EP	98925057.6	0985193	11/16/1999	ISSUED
13	INT1P005-FR	98925057.6	0985193	11/16/1999	ISSUED
14	INT1P005-GB	98925057.6	0985193	11/16/1999	ISSUED
15	INT1P005-JP	11/501003		11/29/1999	PENDING
16	INT1P012	09/017,450	6,151,564	2/2/1998	ISSUED
17	INT1P014	09/018,023	6,167,353	2/2/1998	ISSUED
18	INT1P017	09/079,101		5/14/1998	PENDING
19	INT1P017-AU	40790/99	768853	11/9/2000	ISSUED
20	INT1P017-DE	99924241.5		12/1/2000	GRANTED
21	INT1P017-EP	99924241.5		12/1/2000	GRANTED
22	INT1P017-GB	99924241.5		12/1/2000	GRANTED
23	INT1P017-JP	2000-549027		11/14/2000	PENDING
24	INT1P018	09/103,265	6,108,612	6/23/1998	ISSUED
25	INT1P021	09/144,951	6,417,663	9/1/1998	ISSUED
26	INT1P022	09/079,104	6,516,030	5/14/1998	ISSUED
27	INT1P023	09/079,049	6,229,929	5/14/1998	ISSUED
28	INT1P024	09/079,427	6,396,948	5/14/1998	ISSUED
29	INT1P025	09/199,040	6,650,338	11/24/1998	ISSUED
30	INT1P026	09/444,226	6,570,924	11/19/1999	ISSUED
31	INT1P026+	60/109,323		11/20/1998	CONVERTED
32	INT1P026C1	10/397,663		3/25/2003	PENDING
33	INT1P027	09/306,688		5/6/1999	PENDING
34	INT1P028	09/351,262	6,717,507	7/12/1999	ISSUED

PATENT

REEL: 024397 FRAME: 0353

VULCAN PATENTS LLC

No.	ATTY. DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
35	INT1P029	09/351,995	6,611,673	7/12/1999	ISSUED
36	INT1P029C1	10/458,004		6/9/2003	PENDING
37	INT1P031	09/468,691	6,760,884	12/21/1999	ISSUED
38	INT1P031+	60/147,873		8/9/1999	CONVERTED
39	INT1P034	09/841,687		4/23/2001	PENDING
40	INT1P034+	60/198,895		4/21/2000	CONVERTED
41	INT1P102	08/839,767	6,215,898	4/15/1997	ISSUED
42	INT1P102-AU	69502,998	716654	4/21/1998	ISSUED
43	INT1P102C1	09/641,610	6,456,737	8/17/2000	ISSUED
44	INT1P102C2	10/020,862		12/14/2001	PENDING
45	INT1P102-JP	10-543972		1/26/1999	PENDING
46	INT1P103	09/285,511	6,424,820	4/21/1999	ISSUED
47	INT1P104	09/336,522	6,407,736	6/18/1999	ISSUED
48	INT1P104C1	10/172,812	6,611,264	6/13/2002	ISSUED
49	INT1P201	09/356,485	6,198,668	7/19/1999	ISSUED
50	INT1P204	09/514,056	6,574,793	2/25/2000	ISSUED
51	INT1P204C1	10/417,798		4/17/2003	PENDING
52	INT1P206	09/656,638	6,757,682	9/7/2000	ISSUED
53	INT1P206+	60/178,627		1/28/2000	CONVERTED
54	INT1P206C1	10/800,393		3/12/2004	PENDING
55	INT1P207	09/789,926		2/20/2001	PENDING
56	INT1P207+	60/185,182		2/25/2000	CONVERTED
57	INT1P209	09/656,518	6,556,989	9/7/2000	ISSUED
58	INT1P209C1	10/377,262		2/28/2003	PENDING
59	INT1P210	09/658,346	6,721,744	9/7/2000	ISSUED
60	INT1P211	09/656,538		9/6/2000	PENDING
61	INT1P212	09/838,708		4/18/2001	ALLOWED
62	INT1P212C1			12/7/2004	PENDING
63	INT1P23-DE	97916971.1	0890171	9/24/1998	ISSUED
64	INT1P23-GB	97916971.1	0890171	9/24/1998	ISSUED
65	INT1P801	51/772,637	5,461,711	12/22/1993	ISSUED
66	INT1P801C1	08/509,165	5,600,777	7/31/1995	ISSUED
67	INT1P801-JP	517538/95		6/24/1996	PENDING
68	INT1P801-MX	172,637	185135	6/22/1996	ISSUED

VULCAN PATENTS LLC

NO.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
69	INT1P802	08/280,185	5,563,951	7/25/1994	ISSUED
70	INT1P803	08/401,171	5,574,467	3/9/1995	ISSUED
71	INT1P805	08/575,302	5,601,353	12/20/1995	ISSUED
72	INT1P806	08/429,031	5,608,723	4/26/1995	ISSUED
73	INT1P807	08/400,901	5,617,477	3/18/1995	ISSUED
74	INT1P808	08/477,096	5,638,832	6/7/1995	ISSUED
75	INT1P809	08/385,760	5,664,019	2/8/1995	ISSUED
76	INT1P810	08/417,310	5,680,465	4/5/1995	ISSUED
77	INT1P810C1	08/887,793	5,953,434	7/3/1997	ISSUED
78	INT1P811	08/480,231	5,682,434	6/7/1995	ISSUED
79	INT1P812	08/482,759	5,687,245	6/7/1995	ISSUED
80	INT1P813	08/529,370	5,694,474	9/18/1995	ISSUED
81	INT1P814	08/531,176	5,694,475	9/19/1995	ISSUED
82	INT1P815	08/475,349	5,711,308	6/7/1995	ISSUED
83	INT1P816	08/637,552	5,724,313	4/25/1996	ISSUED
84	INT1P817	08/826,477	5,737,436	3/27/1997	ISSUED
85	INT1P817C1	08/826,477	5,737,436	3/27/1997	ISSUED
86	INT1P819	08/711,468	5,757,929	9/11/1996	ISSUED
87	INT1P820	08/410,855	5,780,738	3/27/1995	ISSUED
88	INT1P821	08/692,385	5,790,182	8/5/1996	ISSUED
89	INT1P822	08/565,951	5,815,579	12/1/1995	ISSUED
90	INT1P825-EP	97945327.1		9/30/1997	PENDING
91	INT1P826	08/429,343	5,832,296	4/26/1995	ISSUED
92	INT1P826-DE	96907118.2	0823082	10/24/1997	ISSUED
93	INT1P826-EP	96907118.2	0823082	10/24/1997	ISSUED
94	INT1P826-FR	96907118.2	0823082	10/24/1997	ISSUED
95	INT1P826-GB	96907118.2	0823082	10/24/1997	ISSUED
96	INT1P827	08/440,206	5,855,015	5/12/1995	ISSUED
97	INT1P827-EP	96906633.1		2/26/1996	PENDING
98	INT1P827-JP	528425/96		9/19/1997	PENDING
99	INT1P828	5/620,949	5,880,788	3/25/1996	ISSUED
100	INT1P829	08/610,638	5,889,843	3/4/1996	ISSUED
101	INT1P829-JP	9-531551	3321178	3/3/1997	ISSUED
102	INT1P829-KR	706943/1998	436362	3/3/1997	ISSUED

VULCAN PATENTS LLC

NO.	ATTY. DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
103	INT1P831	8/625,171	5,924,115	3/29/1996	ISSUED
104	INT1P837	09/010,879	6,003,998	1/22/1998	ISSUED
105	INT1P841	09/033,211	6,011,754	3/2/1998	ISSUED
106	INT1P844	09/021,780	6,038,493	2/11/1998	ISSUED
107	INT1P851	08/909,402	6,091,832	8/11/1997	ISSUED
108	INT1P851+	60/023,830		8/12/1996	CONVERTED
109	INT1P868	08/620,641	6,301,367	6/11/1998	ISSUED
110	INT1P869	08/620,641	6,034,652	3/22/1996	ISSUED
111	INT1P869C2	09/528,803	6,788,314	3/20/2000	ISSUED
112	INT1P869C3	10/152,241	6,750,880	5/20/2002	ISSUED
113	INT1P869C4	10/840,670		5/5/2004	PENDING
114	INT1P869-DE	97916153.6	0888604	3/21/1997	ISSUED
115	INT1P869-EP	97916153.6	0888604	3/21/1997	ISSUED
116	INT1P869-FR	97916153.6	0888604	3/21/1997	ISSUED
117	INT1P869-JP	533,741/97		9/22/1998	PENDING
118	INT1P870	08/896,928	6,624,846	7/18/1997	ISSUED
119	INT1P871	08/761,025	6,172,675	12/5/1996	ISSUED
120	INT1P872	08/761,030	6,263,507	12/5/1996	ISSUED
121	INT1P872C1	09/344,213		6/25/1999	ALLOWED
122	INT1P872C2	09/866,956		5/29/2001	PENDING
123	INT1P873	09/394,857	6,529,183	9/13/1999	ISSUED
124	INT1P873C1	10/349,635		1/22/2003	PENDING
125	INT1P874	09/283,770		3/31/1999	PENDING
126	INT1P875C1	08/728,102	5,816,823	10/9/1996	ISSUED
127	INT1P875C2	09/167,172	6,075,967	10/6/1998	ISSUED
128	INT1P876	09/781,229	6,400,828	2/13/2001	ISSUED
129	INT1P876C1	10/145,580	6,628,821	5/13/2002	ISSUED
130	INT1P877C1	08/771,947	6,821,186	12/23/1996	ISSUED
131	INT1P877C1-JP			9/5/1997	PENDING
132	INT1P877C2	10/888,800		7/8/2004	PENDING
133	INT1P878	10/076,938	6,720,876	2/14/2002	ISSUED
134	INT1P879	09/414,514		10/8/1999	PENDING
135	INT1P880	09/102,101	6,188,777	6/22/1998	ISSUED
136	INT1P880C1	09/726,425	6,445,810	12/1/2000	ISSUED

PATENT

REEL: 024397 FRAME: 0356

VULCAN PATENTS LLC

NO.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
137	INT1P881	08/659,227	5,828,994	6/5/1996	ISSUED
138	INT1P881-AU	199728294	719955	5/12/1997	ISSUED
139	INT1P881-CA	2,257,298		12/4/1998	PENDING
140	INT1P882	08/651,108	6,188,776	5/21/1996	ISSUED
141	INT1P886	09/660,914		9/13/2000	ALLOWED
142	INT1P886+	60/172,152		12/17/1999	CONVERTED
143	INT1P886C1	10/944,456		9/17/2004	PENDING
144	INT1P887	09/318,790	6,356,669	5/26/1999	ISSUED
145	INT1P887+	60/086,642		5/26/1998	CONVERTED
146	INT1P888	08/769,056	6,570,991	12/18/1996	ISSUED
147	INT1P889	08/693,004	5,969,716	8/6/1996	ISSUED
148	INT1P889-AU	38110/97	730965	7/28/1997	ISSUED
149	INT1P889C1	09/406,923	6,243,087	9/28/1999	ISSUED
150	INT1P889C2	09/818,659	6,320,598	3/28/2001	ISSUED
151	INT1P889-DE	97935086.5	0917715	7/28/1997	ISSUED
152	INT1P889-EP	97935086.5	0917715	2/19/1999	ISSUED
153	INT1P889-FR	97935086.5	0917715	7/28/1997	ISSUED
154	INT1P889-GB	97935086.5	0917715	7/28/1997	ISSUED
155	INT1P889-JP	507968/98		2/8/1999	PENDING
156	INT1P891	09/520,964		3/8/2000	PENDING
157	INT1P891+	60/123,329		3/8/1999	CONVERTED
158	INT1P892C1	08/956,928	6,009,204	10/23/1997	ISSUED
159	INT1P892C2	09/276,867	6,259,817	3/26/1999	ISSUED
160	INT1P892-DE	96931565.4	0804774	9/13/1996	GRANTED
161	INT1P892-EP	96931565.4	0804774	9/13/1996	GRANTED
162	INT1P892-FR	96931565.4	0804774	9/13/1996	GRANTED
163	INT1P892-GB	96931565.4	0804774	9/13/1996	ISSUED
164	INT1P893	09/715,901		11/18/2000	PENDING
165	INT1P893+	60/166,528		11/18/1999	CONVERTED
166	INT1P894	09/724,786		11/28/2000	PENDING
167	INT1P894+	60/198,039		4/18/2000	CONVERTED
168	INT1P895	09/356,246	6,647,359	7/16/1999	ISSUED
169	INT1P896	09/056,354	6,018,118	4/7/1998	ISSUED
170	INT1P897	09/015,577	6,411,994	1/29/1998	ISSUED

PATENT

REEL: 024397 FRAME: 0357

VULCAN PATENTS LLC

NO.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
171	INT1P897+	60/061,310		10/7/1997	CONVERTED
172	INT1P897C1	10/177,737		6/20/2002	PENDING
173	INT1P898	09/056,223	6,356,255	4/7/1998	ISSUED
174	INT1P898C1	09/991,132	6,556,184	11/16/2001	ISSUED
175	INT1P898C2	10/402,345		3/27/2003	PENDING
176	INT1P899	08/989,202	6,693,666	12/11/1997	ISSUED
177	INT1P899+	60/032,761		12/11/1996	CONVERTED
178	INT1P899C1	09/759,053		1/12/2001	PENDING
179	INT1P899C2	10/742,311		12/18/2003	PENDING
180	INT1P900	08/946,327	6,518,950	10/7/1997	ISSUED
181	INT1P900C1	08/948,891	6,076,734	10/10/1997	ISSUED
182	INT1P900C2	09/371,317	6,164,541	8/10/1999	ISSUED
183	INT1P900C3	09/721,032	6,439,459	11/24/2000	ISSUED
184	INT1P900C6	10/177,738	6,540,141	6/20/2002	ISSUED
185	INT1P900C7	10/268,117		10/8/2002	PENDING
186	INT1P901	09/060,221	6,256,638	4/14/1998	ISSUED
187	INT1P901+	60/068,780		12/24/1997	CONVERTED
188	INT1P901C1	09/841,796	6,587,859	4/24/2001	ISSUED
189	INT1P902	09/433,607	6,496,200	11/2/1999	ISSUED
190	INT1P902C1	10/282,914	6,803,924	10/28/2002	ISSUED
191	INT1P903	08/760,769	5,893,062	12/5/1996	ISSUED
192	INT1P903C1	09/239,455	6,360,202	1/28/1999	ISSUED
193	INT1P903C2	10/041,867	6,728,678	1/7/2002	ISSUED
194	INT1P903C3	10/783,627		2/20/2004	PENDING
195	INT1P903-DE	97954563.9	1057331	12/5/1996	ISSUED
196	INT1P903-EP	97954563.9	1057331	12/5/1996	ISSUED
197	INT1P903-GB	97954563.9	1057331	12/5/1996	ISSUED
198	INT1P904	09/567,053		5/8/2000	PENDING
199	INT1P905+	60/172,867		12/20/1999	CONVERTED
200	INT1P905C1	09/918,681		7/27/2001	PENDING
201	INT1P906	08/761,117	6,005,564	12/5/1996	ISSUED
202	INT1P906C1	09/408,759	6,259,441	9/29/1999	ISSUED
203	INT1P907	09/724,789		11/28/2000	PENDING
204	INT1P907+	60/198,034		4/18/2000	CONVERTED

PATENT

REEL: 024397 FRAME: 0358

VULCAN PATENTS LLC

No.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
205	INT1P908	09/724,640		11/28/2000	PENDING
206	INT1P908+	60/198,036		4/18/2000	CONVERTED
207	INT1P909	09/724,939		11/28/2000	PENDING
208	INT1P909+	60/198,038		4/18/2000	CONVERTED
209	INT1P910+	60/172,980		12/20/1999	CONVERTED
210	INT1P910C1	09/918,789		7/27/2001	PENDING
211	INT1P911	09/344,327	6,525,711	6/24/1999	ISSUED
212	INT1P911C1	10/346,559		1/17/2003	PENDING
213	INT1P913	09/118,040	6,421,617	7/18/1998	ISSUED
214	INT1P914	09/724,956		11/28/2000	PENDING
215	INT1P914+	60/198,037		4/18/2000	CONVERTED
216	INT1P915+	60/111,317		12/7/1998	CONVERTED
217	INT1P916	09/169,750	6,351,271	10/9/1998	ISSUED
218	INT1P917	09/169,839		10/9/1998	PENDING
219	INT1P918+	60/001,875		8/3/1995	CONVERTED
220	INT1P918C1	08/801,085	6,262,711	2/14/1997	ISSUED
221	INT1P918C2	09/823,628		3/30/2001	ALLOWED
222	INT1P918-EP	96926240.1		2/3/1998	PENDING
223	INT1P918-KR	1998-700818		2/3/1998	GRANTED
224	INT1P919	09/169,638	6,754,546	10/9/1998	ISSUED
225	INT1P920	09/169,713	6,282,206	10/9/1998	ISSUED
226	INT1P920C1	09/847,201		5/2/2001	PENDING
227	INT1P921	08/531,143	6,002,776	9/18/1995	ISSUED
228	INT1P922	08/616,290	5,749,073	3/15/1996	ISSUED
229	INT1P923	08/620,949	5,880,788	3/25/1996	ISSUED
230	INT1P923-AU	199725446	716673	3/25/1997	ISSUED
231	INT1P923-CA	2,250,462	2,250,462	9/24/1998	ISSUED
232	INT1P923-EP	97916971.1	0890171	9/24/1998	ISSUED
233	INT1P923-FR	97916971.1	0890171	9/24/1998	ISSUED
234	INT1P923-NL	97916971.1	0890171	9/24/1998	ISSUED
235	INT1P924	09/199,799	6,343,150	11/25/1998	ISSUED
236	INT1P925+	60/114,808		1/5/1999	CONVERTED
237	INT1P925C1	09/556,723		4/21/2000	ALLOWED
238	INT1P925C2	10/764,309		1/22/2004	PENDING

PATENT

REEL: 024397 FRAME: 0359

VULCAN PATENTS LLC

No.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
239	INT1P926C1	09/557,169	6,563,532	4/21/2000	ISSUED
240	INT1P927C1	09/557,101	6,825,875	4/21/2000	ISSUED
241	INT1P928C1	09/557,081		4/21/2000	PENDING
242	INT1P929	09/369,340		8/6/1999	PENDING
243	INT1P929+	60/095,442		8/6/1998	CONVERTED
244	INT1P930	09/049,041	6,054,646	3/27/1998	ISSUED
245	INT1P931	09/050,896	6,173,260	3/31/1998	ISSUED
246	INT1P932	09/453,450	6,661,918	12/3/1999	ISSUED
247	INT1P932+	60/110,919		12/4/1998	CONVERTED
248	INT1P932C1	10/703,393		11/7/2003	PENDING
249	INT1P933	09/056,388	6,005,181	4/7/1998	ISSUED
250	INT1P934	09/233,690	6,049,034	1/19/1999	ISSUED
251	INT1P935	09/156,595	6,222,522	9/18/1998	ISSUED

CONTRIBUTION OF ASSETS AGREEMENT

This Contribution of Assets Agreement (this "Agreement") is effective as of December __, 2004, by and between INTERVAL RESEARCH CORPORATION, a Washington corporation ("Interval"), and VULCAN PATENTS LLC, a California limited liability company ("Vulcan Patents"). Interval owns all right, title and interest in the assets described on EXHIBIT A attached hereto (the "Assets").

RECITALS

Interval desires to transfer the Assets as a contribution to Vulcan Patents' capital and Vulcan Patents desires to receive the Assets from Interval, as a contribution of capital from Interval.

AGREEMENT

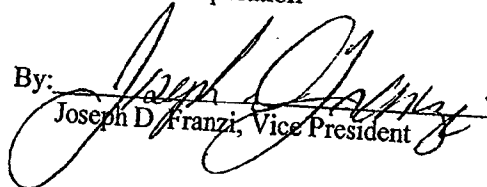
1. Contribution of Assets. Interval hereby contributes, assigns, transfers and conveys all of its right, title and interest in the Assets to Vulcan Patents, effective as of December __, 2004. Vulcan Patents hereby accepts the contributed Assets.
2. Acceptance and Assumption. Vulcan Patents hereby accepts the assignment of the Assets and assumes and agrees to perform, from the effective date of this Agreement, the duties, obligations, payments, covenants, terms and conditions of the contracts, leases, and other agreements that are part of the Assets.
3. Governing Law. This Agreement shall be governed under the laws of the State of Washington, without giving effect to the conflict of law principals thereof.
4. Counterparts. This Agreement may be executed by facsimile signature and in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[Signature Pages Follow]

EFFECTIVE as of the ____ day of December, 2004.

INTERVAL RESEARCH CORPORATION,
a Washington corporation

By:


Joseph D. Franz, Vice President

VULCAN PATENTS LLC,
a California limited liability company

By:



Nathaniel T. Brown, Vice President

EXHIBIT A

THE ASSETS

1. All Patents and Patent applications identified in APPENDIX I, attached hereto (the "Patents").
2. All contracts, licenses, leases, licenses, agreements, permits, regulatory approvals and authorizations that relate to the Patents.
3. All technology and intellectual property, trade secrets and any other intangible property and goodwill associated with the Patents.
4. All books and records (including all data and other information stored on discs, tapes or other media) relating to the Patents.
5. All payments and sums deposited or advanced to a utility, governmental agency or any other party as a security deposit or in exchange for initiation of a service with respect to the Patents.
6. Any other assets owned, leased or held by Interval Research Corporation not assigned to Page Mill Hill LLC or Vulcan Research LLC or through other executed assignment agreements that are related to the Patents, but excluding all equity securities held by Interval Research Corporation.

APPENDIX I
PATENTS AND PATENT APPLICATIONS

50490847.01

PATENT
REEL: 024397 FRAME: 0364

VULCAN PATENTS LLC

No.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
1	INT1P002	08/607,388	6,144,773	2/27/1996	ISSUED
2	INT1P002-DE	97914842.6	0883864	8/5/1998	ISSUED
3	INT1P002-EP	97914842.6	0883864	8/5/1998	ISSUED
4	INT1P002-FR	97914842.6	0883864	8/5/1998	ISSUED
5	INT1P002-GB	97914842.6	0883864	8/5/1998	ISSUED
6	INT1P002-JP	9-531195		8/27/1998	PENDING
7	INT1P003	08/675,104	5,953,686	7/3/1996	ISSUED
8	INT1P003C1	09/204,857	6,047,249	12/3/1998	ISSUED
9	INT1P005	09/087,449	6,381,280	5/29/1998	ISSUED
10	INT1P005+	60/050,933		5/30/1997	CONVERTED
11	INT1P005-DE	98925057.6	0985193	11/16/1999	ISSUED
12	INT1P005-EP	98925057.6	0985193	11/16/1999	ISSUED
13	INT1P005-FR	98925057.6	0985193	11/16/1999	ISSUED
14	INT1P005-GB	98925057.6	0985193	11/16/1999	ISSUED
15	INT1P005-JP	11/501003		11/29/1999	PENDING
16	INT1P012	09/017,450	6,151,564	2/2/1998	ISSUED
17	INT1P014	09/018,023	6,167,353	2/2/1998	ISSUED
18	INT1P017	09/079,101		5/14/1998	PENDING
19	INT1P017-AU	40790/99	768853	11/9/2000	ISSUED
20	INT1P017-DE	99924241.5		12/1/2000	GRANTED
21	INT1P017-EP	99924241.5		12/1/2000	GRANTED
22	INT1P017-GB	99924241.5		12/1/2000	GRANTED
23	INT1P017-JP	2000-549027		11/14/2000	PENDING
24	INT1P018	09/103,265	6,108,612	6/23/1998	ISSUED
25	INT1P021	09/144,951	6,417,663	9/1/1998	ISSUED
26	INT1P022	09/079,104	6,516,030	5/14/1998	ISSUED
27	INT1P023	09/079,049	6,229,929	5/14/1998	ISSUED
28	INT1P024	09/079,427	6,396,948	5/14/1998	ISSUED
29	INT1P025	09/199,040	6,650,338	11/24/1998	ISSUED
30	INT1P026	09/444,226	6,570,924	11/19/1999	ISSUED
31	INT1P026+	60/109,323		11/20/1998	CONVERTED
32	INT1P026C1	10/397,663		3/25/2003	PENDING
33	INT1P027	09/306,688		5/6/1999	PENDING
34	INT1P028	09/351,262	6,717,507	7/12/1999	ISSUED

VULCAN PATENTS LLC

No.	ATTY DCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
35	INT1P029	09/351,995	6,611,673	7/12/1999	ISSUED
36	INT1P029C1	10/458,004		6/9/2003	PENDING
37	INT1P031	09/468,691	6,760,884	12/21/1999	ISSUED
38	INT1P031+	60/147,873		8/9/1999	CONVERTED
39	INT1P034	09/841,687		4/23/2001	PENDING
40	INT1P034+	60/198,895		4/21/2000	CONVERTED
41	INT1P102	08/839,767	6,215,898	4/15/1997	ISSUED
42	INT1P102-AU	69/502/98	716654	4/2/1998	ISSUED
43	INT1P102C1	09/641,610	6,456,737	8/17/2000	ISSUED
44	INT1P102C2	10/020,862		12/14/2001	PENDING
45	INT1P102-JP	10-543972		1/26/1999	PENDING
46	INT1P103	09/285,511	6,424,820	4/2/1999	ISSUED
47	INT1P104	09/336,522	6,407,736	6/18/1999	ISSUED
48	INT1P104C1	10/172,812	6,611,264	6/13/2002	ISSUED
49	INT1P201	09/356,485	6,198,668	7/19/1999	ISSUED
50	INT1P204	09/514,056	6,574,793	2/25/2000	ISSUED
51	INT1P204C1	10/417,798		4/17/2003	PENDING
52	INT1P206	09/656,638	6,757,682	9/7/2000	ISSUED
53	INT1P206+	60/178,627		1/28/2000	CONVERTED
54	INT1P206C1	10/800,393		3/12/2004	PENDING
55	INT1P207	09/789,926		2/20/2001	PENDING
56	INT1P207+	60/185,182		2/25/2000	CONVERTED
57	INT1P209	09/656,518	6,556,989	9/7/2000	ISSUED
58	INT1P209C1	10/377,262		2/28/2003	PENDING
59	INT1P210	09/658,346	6,721,744	9/7/2000	ISSUED
60	INT1P211	09/656,538		9/6/2000	PENDING
61	INT1P212	09/838,708		4/18/2001	ALLOWED
62	INT1P212C1			12/7/2004	PENDING
63	INT1P23-DE	97916971.1	0890171	9/24/1998	ISSUED
64	INT1P23-GB	97916971.1	0890171	9/24/1998	ISSUED
65	INT1P801	5172,637	5,461,711	12/22/1993	ISSUED
66	INT1P801C1	08/509,165	5,600,777	7/31/1995	ISSUED
67	INT1P801-JP	517538/95		6/24/1996	PENDING
68	INT1P801-MX	172,637	185135	6/22/1996	ISSUED

PATENT

REEL: 024397 FRAME: 0366

VULCAN PATENTS LLC

NO.	ATTY DOCKEI NO.	APPLICATION NO.	ISSUED PAT NO.	FILING DATE	STATUS
69	INT1P802	08/280,185	5,563,951	7/25/1994	ISSUED
70	INT1P803	08/401,171	5,574,467	3/9/1995	ISSUED
71	INT1P805	08/575,302	5,601,353	12/20/1995	ISSUED
72	INT1P806	08/429,031	5,608,723	4/26/1995	ISSUED
73	INT1P807	08/400,901	5,617,477	3/18/1995	ISSUED
74	INT1P808	08/477,096	5,638,832	6/7/1995	ISSUED
75	INT1P809	08/385,760	5,664,019	2/8/1995	ISSUED
76	INT1P810	08/417,310	5,680,465	4/5/1995	ISSUED
77	INT1P810C1	08/887,793	5,953,434	7/3/1997	ISSUED
78	INT1P811	08/480,231	5,682,434	6/7/1995	ISSUED
79	INT1P812	08/482,759	5,687,245	6/7/1995	ISSUED
80	INT1P813	08/529,370	5,694,474	9/18/1995	ISSUED
81	INT1P814	08/531,176	5,694,475	9/19/1995	ISSUED
82	INT1P815	08/475,349	5,711,308	6/7/1995	ISSUED
83	INT1P816	08/637,552	5,724,313	4/26/1996	ISSUED
84	INT1P817	08/826,477	5,737,436	3/27/1997	ISSUED
85	INT1P817C1	08/826,477	5,737,436	3/27/1997	ISSUED
86	INT1P819	08/711,468	5,757,929	9/11/1996	ISSUED
87	INT1P820	08/410,855	5,780,738	3/27/1995	ISSUED
88	INT1P821	08/692,385	5,790,182	8/5/1996	ISSUED
89	INT1P822	08/565,951	5,815,579	12/1/1995	ISSUED
90	INT1P825-EP	97945327.1		9/30/1997	PENDING
91	INT1P826	08/429,343	5,832,296	4/26/1995	ISSUED
92	INT1P826-DE	96907118.2	0823082	10/24/1997	ISSUED
93	INT1P826-EP	96907118.2	0823082	10/24/1997	ISSUED
94	INT1P826-FR	96907118.2	0823082	10/24/1997	ISSUED
95	INT1P826-GB	96907118.2	0823082	10/24/1997	ISSUED
96	INT1P827	08/440,206	5,855,015	5/12/1995	ISSUED
97	INT1P827-EP	96906633.1		2/26/1996	PENDING
98	INT1P827-JP	528425/96		9/19/1997	PENDING
99	INT1P828	5/620,949	5,880,788	3/25/1996	ISSUED
100	INT1P829	08/610,638	5,889,843	3/4/1996	ISSUED
101	INT1P829-JP	9-531551	3321178	3/3/1997	ISSUED
102	INT1P829-KR	706943/1998	436362	3/3/1997	ISSUED

VULCAN PATENTS LLC

NO.	ATTY DCKET NO.	APPLICATION NO.	ISSUED PAT NO.	FILING DATE	STATUS
103	INT1P831	8/625,171	5,924,115	3/29/1996	ISSUED
104	INT1P837	09/010,879	6,003,998	1/22/1998	ISSUED
105	INT1P841	09/033,211	6,011,754	3/2/1998	ISSUED
106	INT1P844	09/021,780	6,038,493	2/11/1998	ISSUED
107	INT1P851	08/909,402	6,091,832	8/11/1997	ISSUED
108	INT1P851+	60/023,830		8/12/1996	CONVERTED
109	INT1P868	08/620,641	6,301,367	6/11/1998	ISSUED
110	INT1P869	08/620,641	6,034,652	3/22/1996	ISSUED
111	INT1P869C2	09/528,803	6,788,314	3/20/2000	ISSUED
112	INT1P869C3	10/152,241	6,750,880	5/20/2002	ISSUED
113	INT1P869C4	10/840,670		5/5/2004	PENDING
114	INT1P869-DE	97916153.6	0888604	3/21/1997	ISSUED
115	INT1P869-EP	97916153.6	0888604	3/21/1997	ISSUED
116	INT1P869-FR	97916153.6	0888604	3/21/1997	ISSUED
117	INT1P869-JP	533,741/97		9/22/1998	PENDING
118	INT1P870	08/896,928	6,624,846	7/18/1997	ISSUED
119	INT1P871	08/761,025	6,172,675	12/5/1996	ISSUED
120	INT1P872	08/761,030	6,263,507	12/5/1996	ISSUED
121	INT1P872C1	09/344,213		6/25/1999	ALLOWED
122	INT1P872C2	09/866,956		5/29/2001	PENDING
123	INT1P873	09/394,857	6,529,183	9/13/1999	ISSUED
124	INT1P873C1	10/349,635		1/22/2003	PENDING
125	INT1P874	09/283,770		3/31/1999	PENDING
126	INT1P875C1	08/728,102	5,816,823	10/9/1996	ISSUED
127	INT1P875C2	09/167,172	6,075,967	10/6/1998	ISSUED
128	INT1P876	09/781,229	6,400,828	2/13/2001	ISSUED
129	INT1P876C1	10/145,580	6,628,821	5/13/2002	ISSUED
130	INT1P877C1	08/771,947	6,821,186	12/23/1996	ISSUED
131	INT1P877C1-JP			9/5/1997	PENDING
132	INT1P877C2	10/888,800		7/8/2004	PENDING
133	INT1P878	10/076,938	6,720,876	2/14/2002	ISSUED
134	INT1P879	09/414,514		10/8/1999	PENDING
135	INT1P880	09/102,101	6,188,777	6/22/1998	ISSUED
136	INT1P880C1	09/726,425	6,445,810	12/1/2000	ISSUED

PATENT

REEL: 024397 FRAME: 0368

VULCAN PATENTS LLC

No.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
137	INT1P881	08/659,227	5,828,994	6/5/1996	ISSUED
138	INT1P881-AU	199728294	719955	5/12/1997	ISSUED
139	INT1P881-CA	2,257,298		12/4/1998	PENDING
140	INT1P882	08/651,108	6,188,776	5/21/1996	ISSUED
141	INT1P886	09/660,914		9/13/2000	ALLOWED
142	INT1P886+	60/172,152		12/17/1999	CONVERTED
143	INT1P886C1	10/944,456		9/17/2004	PENDING
144	INT1P887	09/318,790	6,356,669	5/26/1999	ISSUED
145	INT1P887+	60/086,642		5/26/1998	CONVERTED
146	INT1P888	08/769,056	6,570,991	12/18/1996	ISSUED
147	INT1P889	08/693,004	5,969,716	8/6/1996	ISSUED
148	INT1P889-AU	38110/97	730965	7/28/1997	ISSUED
149	INT1P889C1	09/406,923	6,243,087	9/28/1999	ISSUED
150	INT1P889C2	09/818,659	6,320,598	3/28/2001	ISSUED
151	INT1P889-DE	97935086.5	0917715	7/28/1997	ISSUED
152	INT1P889-EP	97935086.5	0917715	2/19/1999	ISSUED
153	INT1P889-FR	97935086.5	0917715	7/28/1997	ISSUED
154	INT1P889-GB	97935086.5	0917715	7/28/1997	ISSUED
155	INT1P889-JP	507968/98		2/8/1999	PENDING
156	INT1P891	09/520,964		3/8/2000	PENDING
157	INT1P891+	60/123,329		3/8/1999	CONVERTED
158	INT1P892C1	08/956,928	6,009,204	10/23/1997	ISSUED
159	INT1P892C2	09/276,867	6,259,817	3/26/1999	ISSUED
160	INT1P892-DE	96931565.4	0804774	9/13/1996	GRANTED
161	INT1P892-EP	96931565.4	0804774	9/13/1996	GRANTED
162	INT1P892-FR	96931565.4	0804774	9/13/1996	GRANTED
163	INT1P892-GB	96931565.4	0804774	9/13/1996	ISSUED
164	INT1P893	09/715,901		11/18/2000	PENDING
165	INT1P893+	60/166,528		11/18/1999	CONVERTED
166	INT1P894	09/724,786		11/28/2000	PENDING
167	INT1P894+	60/198,039		4/18/2000	CONVERTED
168	INT1P895	09/356,246	6,647,359	7/16/1999	ISSUED
169	INT1P896	09/056,354	6,018,118	4/7/1998	ISSUED
170	INT1P897	09/015,577	6,411,994	1/29/1998	ISSUED

PATENT

REEL: 024397 FRAME: 0369

VULCAN PATENTS LLC

No.	ATTY DCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
171	INT1P897+	60/061,310		10/7/1997	CONVERTED
172	INT1P897C1	10/177,737		6/20/2002	PENDING
173	INT1P898	09/056,223	6,356,255	4/7/1998	ISSUED
174	INT1P898C1	09/991,132	6,556,184	11/16/2001	ISSUED
175	INT1P898C2	10/402,345		3/27/2003	PENDING
176	INT1P899	08/989,202	6,693,666	12/11/1997	ISSUED
177	INT1P899+	60/032,761		12/11/1996	CONVERTED
178	INT1P899C1	09/759,053		1/12/2001	PENDING
179	INT1P899C2	10/742,311		12/18/2003	PENDING
180	INT1P900	08/946,327	6,518,950	10/7/1997	ISSUED
181	INT1P900C1	08/948,891	6,076,734	10/10/1997	ISSUED
182	INT1P900C2	09/371,317	6,164,541	8/10/1999	ISSUED
183	INT1P900C3	09/721,032	6,439,459	11/24/2000	ISSUED
184	INT1P900C6	10/177,738	6,540,141	6/20/2002	ISSUED
185	INT1P900C7	10/268,117		10/8/2002	PENDING
186	INT1P901	09/060,221	6,256,638	4/14/1998	ISSUED
187	INT1P901+	60/068,780		12/24/1997	CONVERTED
188	INT1P901C1	09/841,796	6,587,859	4/24/2001	ISSUED
189	INT1P902	09/433,607	6,496,200	11/2/1999	ISSUED
190	INT1P902C1	10/282,914	6,803,924	10/28/2002	ISSUED
191	INT1P903	08/760,769	5,893,062	12/5/1996	ISSUED
192	INT1P903C1	09/239,455	6,360,202	1/28/1999	ISSUED
193	INT1P903C2	10/041,867	6,728,678	1/7/2002	ISSUED
194	INT1P903C3	10/783,627		2/20/2004	PENDING
195	INT1P903-DE	97954563.9	1057331	12/5/1996	ISSUED
196	INT1P903-EP	97954563.9	1057331	12/5/1996	ISSUED
197	INT1P903-GB	97954563.9	1057331	12/5/1996	ISSUED
198	INT1P904	09/567,053		5/8/2000	PENDING
199	INT1P905+	60/172,867		12/20/1999	CONVERTED
200	INT1P905C1	09/918,681		7/27/2001	PENDING
201	INT1P906	08/761,117	6,005,564	12/5/1996	ISSUED
202	INT1P906C1	09/408,759	6,259,441	9/29/1999	ISSUED
203	INT1P907	09/724,789		11/28/2000	PENDING
204	INT1P907+	60/198,034		4/18/2000	CONVERTED

PATENT

REEL: 024397 FRAME: 0370

VULCAN PATENTS LLC

NO.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED PAT. NO.	FILING DATE	STATUS
205	INT1P908	09/724,640		11/28/2000	PENDING
206	INT1P908+	60/198,036		4/18/2000	CONVERTED
207	INT1P909	09/724,939		11/28/2000	PENDING
208	INT1P909+	60/198,038		4/18/2000	CONVERTED
209	INT1P910+	60/172,980		12/20/1999	CONVERTED
210	INT1P910C1	09/918,789		7/27/2001	PENDING
211	INT1P911	09/344,327	6,526,711	6/24/1999	ISSUED
212	INT1P911C1	10/346,559		1/17/2003	PENDING
213	INT1P913	09/118,040	6,421,617	7/18/1998	ISSUED
214	INT1P914	09/724,956		11/28/2000	PENDING
215	INT1P914+	60/198,037		4/18/2000	CONVERTED
216	INT1P915+	60/111,317		12/7/1998	CONVERTED
217	INT1P916	09/169,750	6,351,271	10/9/1998	ISSUED
218	INT1P917	09/169,839		10/9/1998	PENDING
219	INT1P918+	60/001,875		8/3/1995	CONVERTED
220	INT1P918C1	08/801,085	6,262,711	2/14/1997	ISSUED
221	INT1P918C2	09/823,628		3/30/2001	ALLOWED
222	INT1P918-EP	96926240.1		2/3/1998	PENDING
223	INT1P918-KR	1998-700818		2/3/1998	GRANTED
224	INT1P919	09/169,638	6,754,546	10/9/1998	ISSUED
225	INT1P920	09/169,713	6,282,206	10/9/1998	ISSUED
226	INT1P920C1	09/847,201		5/2/2001	PENDING
227	INT1P921	08/531,143	6,002,776	9/18/1995	ISSUED
228	INT1P922	08/616,290	5,749,073	3/15/1996	ISSUED
229	INT1P923	08/620,949	5,880,788	3/25/1996	ISSUED
230	INT1P923-AU	199725446	716673	3/25/1997	ISSUED
231	INT1P923-CA	2,250,462	2,250,462	9/24/1998	ISSUED
232	INT1P923-EP	97916971.1	0890171	9/24/1998	ISSUED
233	INT1P923-FR	97916971.1	0890171	9/24/1998	ISSUED
234	INT1P923-NL	97916971.1	0890171	9/24/1998	ISSUED
235	INT1P924	09/199,799	6,343,150	11/25/1998	ISSUED
236	INT1P925+	60/114,808		1/5/1999	CONVERTED
237	INT1P925C1	09/556,723		4/21/2000	ALLOWED
238	INT1P925C2	10/764,309		1/22/2004	PENDING

PATENT

REEL: 024397 FRAME: 0371

VULCAN PATENTS LLC

No.	ATTY DOCKET NO.	APPLICATION NO.	ISSUED/PAT. NO.	FILING DATE	STATUS
239	INT1P926C1	09/557,169	6,563,532	4/21/2000	ISSUED
240	INT1P927C1	09/557,101	6,825,875	4/21/2000	ISSUED
241	INT1P928C1	09/557,081		4/21/2000	PENDING
242	INT1P929	09/369,340		8/6/1999	PENDING
243	INT1P929+	60/095,442		8/6/1998	CONVERTED
244	INT1P930	09/049,041	6,054,646	3/27/1998	ISSUED
245	INT1P931	09/050,896	6,173,260	3/31/1998	ISSUED
246	INT1P932	09/453,450	6,661,918	12/3/1999	ISSUED
247	INT1P932+	60/110,919		12/4/1998	CONVERTED
248	INT1P932C1	10/703,393		11/7/2003	PENDING
249	INT1P933	09/056,388	6,005,181	4/7/1998	ISSUED
250	INT1P934	09/233,690	6,049,034	1/19/1999	ISSUED
251	INT1P935	09/156,595	6,222,522	9/18/1998	ISSUED

PATENT

REEL: 024397 FRAME: 0372

EXHIBIT C

TO:PERKINS COIE LLP COMPANY:1201 THIRD AVENUE, SUITE 4800

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/30/2010
501134448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009

CONVEYING PARTY DATA

Name	Execution Date
Vulcan Patents LLC	12/23/2009

RECEIVING PARTY DATA

Name:	Interval Licensing LLC
Street Address:	505 Fifth Avenue South, Suite 900
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104

PROPERTY NUMBERS Total: 54

Property Type	Number
Patent Number:	5953686
Patent Number:	6262711
Patent Number:	6151564
Patent Number:	6167353
Patent Number:	6047249
Patent Number:	6940486
Patent Number:	7545359
Application Number:	12390623
Patent Number:	6976215
Patent Number:	7191401
Patent Number:	5816823
Patent Number:	6075967
Patent Number:	6496200
Patent Number:	6803924

OP \$2160.00 5953686

TO:PERKINS COIE LLP COMPANY:1201 THIRD AVENUE, SUITE 4800

Patent Number:	6525711
Patent Number:	7119789
Patent Number:	6529183
Patent Number:	6965371
Patent Number:	6650338
Patent Number:	5563951
Patent Number:	5757929
Patent Number:	5617477
Patent Number:	5680465
Patent Number:	5815579
Patent Number:	5953434
Patent Number:	6301367
Patent Number:	5664019
Patent Number:	5682434
Patent Number:	5687245
Patent Number:	5694475
Patent Number:	5737436
Patent Number:	6091832
Patent Number:	6005181
Patent Number:	6018118
Patent Number:	6222522
Patent Number:	5636832
Patent Number:	5711308
Patent Number:	5832296
PCT Number:	US9612657
PCT Number:	US9711674
PCT Number:	US9826696
PCT Number:	US9510475
PCT Number:	US0025102
PCT Number:	US9509991
PCT Number:	US9602577
PCT Number:	US9616649
PCT Number:	US9607406
PCT Number:	US9607408
PCT Number:	US9614085

TO:PERKINS COIE LLP COMPANY:1201 THIRD AVENUE, SUITE 4800

PCT Number:	US9614099
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PCT Number:	US9714108
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PCT Number:	US9607409
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PCT Number:	US9607410
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PCT Number:	US9602601
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CORRESPONDENCE DATA

Fax Number: (206)359-9226

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ETollefson@perkinscoie.com

Correspondent Name: Perkins Coie LLP

Address Line 1: 1201 Third Avenue, Suite 4800

Address Line 4: Seattle, WASHINGTON 98101-1247

ATTORNEY DOCKET NUMBER:	34528.8000
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NAME OF SUBMITTER:	Christopher J. Daley-Watson
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Total Attachments: 10
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source=MergerDocs#page9.tif
source=MergerDocs#page10.tif

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009
CONVEYING PARTY DATA	
Name	Execution Date
Vulcan Patents LLC	12/23/2009
RECEIVING PARTY DATA	
Name:	Interval Licensing LLC
Street Address:	505 Fifth Avenue South, Suite 900
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
PROPERTY NUMBERS Total: 54	
Property Type	Number
Patent Number:	5953686
Patent Number:	6262711
Patent Number:	6151564
Patent Number:	6167353
Patent Number:	6047249
Patent Number:	6940486
Patent Number:	7545359
Application Number:	12390623
Patent Number:	6976215
Patent Number:	7191401
Patent Number:	5816823
Patent Number:	6075967

Patent Number:	6496200
Patent Number:	6803924
Patent Number:	6525711
Patent Number:	7119789
Patent Number:	6529183
Patent Number:	6965371
Patent Number:	6650338
Patent Number:	5563951
Patent Number:	5757929
Patent Number:	5617477
Patent Number:	5680465
Patent Number:	5815579
Patent Number:	5953434
Patent Number:	6301367
Patent Number:	5664019
Patent Number:	5682434
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Patent Number:	6018118
Patent Number:	6222522
Patent Number:	5638832
Patent Number:	5711308
Patent Number:	5832296
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PCT Number:	US9711674
PCT Number:	US9826696
PCT Number:	US9510475
PCT Number:	US0025102
PCT Number:	US9509991
PCT Number:	US9602577
PCT Number:	

	US9616649
PCT Number:	US9607406
PCT Number:	US9607408
PCT Number:	US9614085
PCT Number:	US9614099
PCT Number:	US9714108
PCT Number:	US9607409
PCT Number:	US9607410
PCT Number:	US9602601

CORRESPONDENCE DATA

Fax Number: (206)359-9226

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ETollefson@perkinscoie.com

Correspondent Name: Perkins Coie LLP

Address Line 1: 1201 Third Avenue, Suite 4800

Address Line 4: Seattle, WASHINGTON 98101-1247

ATTORNEY DOCKET NUMBER:

34528.8000

NAME OF SUBMITTER:

Christopher J. Daley-Watson

Signature:

/CJD/

Date:

03/30/2010

Total Attachments: 10

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RECEIPT INFORMATION

EPAS ID: PAT1156599

Receipt Date: 03/30/2010

Fee Amount: \$2160

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of this office.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 28 2009

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State



(California Corporations Code sections)

1113(g), 6019.1, 8019.1, 9840, 12540.1, 15678.4, 15911 14, 18015(b) and 17552)

OBE MERO

FILED 
In the office of the Secretary of State
of the State of California

DEC 24 2009

EFFECTIVE
DATE
DEC 31 2009

IMPORTANT — Read all instructions before completing this form.

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1. NAME OF SURVIVING ENTITY INTERVAL LICENSING LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER N/A	4. JURISDICTION WASHINGTON
5. NAME OF DISAPPEARING ENTITY VULCAN PATENTS LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER 200435010092	8. JURISDICTION CALIFORNIA
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
SURVIVING ENTITY CLASS AND NUMBER AND PERCENTAGE VOTE REQUIRED 1 member and 1 manager 100%		DISAPPEARING ENTITY CLASS AND NUMBER AND PERCENTAGE VOTE REQUIRED 1 member and 1 manager 100%	
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. <input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.			
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY N/A			
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE 505 Fifth Avenue South, Suite 900 Seattle, WA 98104-3821			
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.		15. FUTURE EFFECTIVE DATE, IF ANY 12 - 31 - 2009 (Month) (Day) (Year)	
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.			
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED. Martha Fuller 12-23-2009 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE Inc. its Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON William McGrath 12-23-2009 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE Inc. its Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON William McGrath 12-23-2009 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON			
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____			
CBE MERGER-1 (REV 10/2008)		APPROVED BY SECRETARY OF STATE	

CAIS-11/12/2009 CY Boston College

APPROVED BY SECRETARY OF STATE

PATENT

REEL: 024397 FRAME: 0381

AGREEMENT AND IRREVOCABLE APPOINTMENT OF AGENT

WHEREAS, Vulcan Patents LLC, a California limited liability company ("Vulcan Patents") and Interval Licensing LLC, a Washington limited liability company ("Interval Licensing"), pursuant to California Corporations Code §17550-17556, have executed an Agreement and Plan of Merger, dated as of even date herewith (the "Agreement"); and

WHEREAS, according to the terms of the Agreement, Vulcan Patents and Interval Licensing shall merge, with Interval Licensing as the surviving entity (the "Merger"); and

WHEREAS, according to California Corporations Code §17555(g)(1), (2) and (3), if the surviving entity pursuant to a merger is a foreign limited liability company, the surviving entity shall file with the California Secretary of State certain agreements and an appointment, which are set forth below;

THEREFORE, the undersigned, being a Washington limited liability company and the surviving entity as a result of the aforementioned Merger, to effectuate the Merger in accordance with California law, hereby agrees as follows:

1. Interval Licensing hereby agrees that it may be served in California in a proceeding for the enforcement of an obligation of any constituent entity of the Merger and in a proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a constituent California limited liability company or other California business entity.

2. Interval Licensing hereby irrevocably appoints the Secretary of State of California as its agent for service of process. Process may be forwarded by the California Secretary of State to the following address:

Attention: William L. McGrath, General Counsel
505 Fifth Avenue South, Suite 900
Seattle, WA 98104

3. Interval Licensing hereby agrees that it will promptly pay the holder of any dissenting interest or dissenting share in a constituent California limited liability company or other California business entity the amount to which that person is entitled under California law.

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Irrevocable Appointment of Agent, to be effective as of the date and year written below.

(Signature on following page.)

Date: 12/23/09

INTERVAL LICENSING LLC

By: IRC Management Inc., its Manager

By: Martha Fuller
Name: Martha Fuller
Title: Vice President

5104272.1

-2-

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
OF
VULCAN PATENTS LLC, a California limited liability company
WITH AND INTO
INTERVAL LICENSING LLC, a Washington limited liability company**

[Attached following this page]

**AGREEMENT AND PLAN OF MERGER
OF
VULCAN PATENTS LLC, A CALIFORNIA LLC
INTO
INTERVAL LICENSING LLC, A WASHINGTON LLC**

THIS AGREEMENT AND PLAN OF MERGER is made by and between Vulcan Patents LLC, a California limited liability company ("VP LLC") and Interval Licensing LLC, a Washington limited liability company ("IL LLC").

RECITALS

WHEREAS, VP LLC and IL LLC are each owned by IRC Holdings LLC;

WHEREAS, VP LLC and IL LLC each deem it to be in their best interest to merge VP LLC with and into IL LLC, with IL LLC being the surviving limited liability company;

WHEREAS, in accordance with the California Corporations Code ("CCC") §17551, the sole member of VP LLC has approved this Agreement and Plan of Merger in substantially the form set forth herein; and

WHEREAS, in accordance with the Revised Code of Washington ("RCW") §25.15.400, the sole member of IL LLC has approved this Agreement and Plan of Merger in substantially the form set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VP LLC and IL LLC hereby agree as follows:

1. Merger. Pursuant to RCW §25.15.400 and CCC §17550 and upon the terms of this Agreement and Plan of Merger, on the Effective Date (as defined below), VP LLC shall be merged with and into IL LLC (the "Merger") and the separate existence of VP LLC shall thereupon cease. IL LLC shall be the surviving limited liability company in the Merger (sometimes referred to hereinafter as the "Surviving LLC").

2. Effective Date. The Merger shall become effective as of the date on which the Articles of Merger with respect to this Merger are filed with the Washington Secretary of State and the California Secretary of State (the "Effective Date").

3. Conversion of Interest. On the Effective Date, by virtue of the Merger and without any action on the part of the sole member of VP LLC or IL LLC, each Percentage Interest of VP LLC that is outstanding immediately prior to the Effective Date shall be converted into the right to receive the identical Percentage Interest of IL LLC.

4. Assets and Liabilities. On the Effective Date:

(a) IL LLC shall thereupon and thereafter possess all the rights, privileges, and immunities, and all property, real, personal and mixed, and all debts due on whatever account, and all and every other interest of or belonging to VP LLC, all of which shall be taken and deemed to be transferred to IL LLC without further act or deed; and

(b) IL LLC shall be responsible and liable for all the liabilities and obligations of VP LLC.

5. Name. The name of the Surviving LLC shall be:

INTERVAL LICENSING LLC

6. Managers. The Manager of IL LLC immediately prior to the Effective Date shall continue to serve as the Manager of the Surviving LLC on and after the Effective Date.

7. Operating Agreement. On and after the Effective Date, the Operating Agreement of IL LLC in effect immediately prior to the Effective Date shall continue to be the Operating Agreement of the Surviving LLC.

8. Effect of Merger. On the Effective Date, VP LLC shall be merged with and into IL LLC, which shall be the Surviving LLC and which shall continue to be a Washington limited liability company. All assets, rights, privileges, powers, franchises and property (real, personal and mixed, tangible and intangible, choses in action, rights and credits) of VP LLC shall be automatically vested in IL LLC as the Surviving LLC by virtue of the Merger without any deed or other document of transfer. The Surviving LLC, without any order or action on the part of any court or otherwise and without any documents of assumption or assignment, shall continue to hold and enjoy all of the properties and interests, including appointments, powers, designations, nominations and all other rights and interests as agent or other fiduciary in the same manner and to the same extent as such rights, interests and powers were held or enjoyed by VP LLC and IL LLC, respectively. The Surviving LLC shall be responsible for all the liabilities of every kind and description of both VP LLC and IL LLC immediately prior to the Effective Date, including liabilities for all debts, obligations and contracts of VP LLC and IL LLC, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise and whether or not reflected or reserved against on balance sheets, books or accounts or records of either VP LLC or IL LLC. All rights of creditors and other obligees and all liens on property of either VP LLC or IL LLC shall be preserved and shall not be released or impaired.

9. Counterparts. This Agreement and Plan of Merger may be executed in any number of counterparts each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the 23 day of December, 2009.

VULCAN PATENTS LLC, a California limited liability company

By: IRC Management Inc., its Manager

By: William McGraw
Name: William McGraw
Title: Vice President

INTERVAL LICENSING LLC, a Washington limited liability company

By: IRC Management Inc., its Manager

By: Martha Fuller
Name: Martha Fuller
Title: Vice President

**ARTICLES OF MERGER
OF
VULCAN PATENTS LLC
(a California limited liability company)
INTO
INTERVAL LICENSING LLC
(a Washington limited liability company)**

Pursuant to the provisions of RCW 25.15.405 and California Corporations Code Section 17552, the undersigned limited liability companies execute and submit for filing the following Articles of Merger:

1. The names of the entities involved in the merger are Vulcan Patents LLC, a California limited liability company ("VP LLC"), and Interval Licensing LLC, a Washington limited liability company ("IL LLC").
2. Attached hereto as Exhibit A is the Agreement and Plan of Merger dated December 2009 ("Plan of Merger"), which sets forth the terms of the merger of VP LLC with and into IL LLC. IL LLC shall be the surviving limited liability company and the name of the surviving limited liability company shall be "Interval Licensing LLC."
3. The Agreement and Plan of Merger was approved by all of the members of VP LLC, pursuant to California Corporations Code Section 17551, and by all of the Members of IL LLC, pursuant to RCW 25.15.400.
4. The merger is permitted by the laws of California, under whose laws VP LLC is organized, and IL LLC has complied with such laws in effecting this merger.
5. Pursuant to the Agreement and Plan of Merger, the merger shall become effective as of the date on which the Articles of Merger and any other documents necessary to effect the Merger shall be filed with the Washington Secretary of State and the California Secretary of State.

[Signature Pages Follow]

Dated this 23 day of December, 2009.

VULCAN PATENTS LLC, a California limited liability company

By: IRC Management Inc., its Manager

By: William McEnath
Name: William McEnath
Title: Vice President

INTERVAL LICENSING LLC, a Washington limited liability company

By: IRC Management Inc., its Manager

By: Martha Fuller
Name: Martha Fuller
Title: Vice President