

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHC Israel Ltd.	01/28/2010
RECEIVING PARTY DATA	
Name:	Sears Holdings Management Corporation
Street Address:	3333 Beverly Road
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60179
Name:	Sears Brands, L.L.C.
Street Address:	3333 Beverly Road
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60179
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12011106
CORRESPONDENCE DATA	
Fax Number:	(312)456-8435
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-456-8400
Email:	munozg@gtlaw.com
Correspondent Name:	Mark R. Galis
Address Line 1:	77 W. Wacker Drive
Address Line 2:	Greenberg Traurig, LLP - Suite 3100
Address Line 4:	Chicago, ILLINOIS 60601-1732
ATTORNEY DOCKET NUMBER:	054151.012800

CH \$40.00 12011106

PATENT

501191635

REEL: 024465 FRAME: 0220

NAME OF SUBMITTER:

Mark R. Galis

Total Attachments: 10

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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is entered into by and among SHC Israel LTD., an Israeli company having an address at #9 Hamanofim St. Akerstein Building A, Floor 3 Herzlia, 46725 ISRAEL ("SHC Israel") and Sears Holdings Management Corporation, a Delaware corporation having an address at 3333 Beverly Road, Hoffman Estates, Illinois, U.S. ("SHMC") and Sears Brands LLC, an Illinois limited liability company having an address at 3333 Beverly Road, Hoffman Estates, Illinois, U.S. ("Sears Brands"; SHMC and Sears Brands each an "Assignee" and collectively, the "Assignees").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated March 5, 2009 between Delver Communications LTD, an Israeli company ("Delver"), and SHC Israel (the "Delver Asset Agreement"), Delver sold to SHC Israel certain tangible and intangible assets, including but not limited to computer equipment, intellectual property, technology and licensed rights, and assigned to SHC Israel certain contracts in connection with its business;

WHEREAS, SHC Israel has been providing various services to SHMC since March 5, 2009;

WHEREAS, the parties intended that certain tangible and intangible assets acquired by SHC Israel on March 5, 2009 and thereafter were acquired by SHC Israel for its own behalf, and other such tangible and intangible assets were acquired by SHC Israel on behalf of SHMC or Sears Brands, as the case may be;

WHEREAS, the parties intended that SHC Israel hold legal title to the tangible and intangible assets it acquired on March 5, 2009 and thereafter on behalf of SHMC or Sears Brands, as the case may be, as nominee for the benefit of SHMC or Sears Brands, as the case may be;

WHEREAS, the parties intended that SHMC or Sears Brands, as the case may be, hold all indicia of ownership, other than legal title, for the assets acquired by SHC Israel on March 5, 2009 and thereafter on their behalf, and

WHEREAS, SHC Israel now wishes to assign legal title and any other interests it may have, if any, to said certain assets and technology under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions and Interpretation.

1.1. Definitions. The following terms, as used herein, have the meanings set forth below:

1.1.1. "Assigned Assets" means all of SHC Israel's interests, in and to any of the following: (a) Equipment; (b) Technology; and (c) Intellectual Property Rights.

1.1.2. "Equipment" means all tangible assets and equipment located in the U.S. to which SHC Israel acquired legal title pursuant to the Delver Asset Agreement or to which it acquired legal title thereafter, including, without limitation, the assets and equipment listed in Schedule 1.1.2 attached hereto.

1.1.3. "Technology" means the Delver search engine and the proprietary software and technology modules that are incorporated into the Delver search engine. Without limiting

the generality of the foregoing, the Technology shall include the items more particularly described in Schedule 1.1.3 attached hereto.

1.1.4. "Intellectual Property Rights" means any and all registered patents, designs and trademarks, web site and domain names, all applications for registration thereof, and all computer programs and related flow-charts, programmer notes, updates and data, whether in object code, source code or any other form, developed in connection with the Technology, and all algorithms, utilities, flowcharts, logic, documentation, processes, formulations, data, experimental methods, or results, descriptions, business or scientific plans, depictions, and any other written, printed or electronically-stored materials or information, including specifications, engineering drawings, test protocols, and all other materials relating to the Technology and copies thereof in any storage media, and all other works of authorship, inventions, concepts, ideas, and discoveries developed, discovered, conceived, created, made, or reduced to practice in connection with the Technology and all intellectual property rights therein, including, without limitation, all worldwide copyrights, including all rights of registration and publication, rights to create derivative works, and all other rights incident to copyright ownership, for the remainder of the present term of any and all such copyrights and any term thereafter granted during which such information is entitled to copyright, all inventions (patented, patentable or unpatentable), trade secrets, know-how, ideas and confidential information embodied or reflected in such information, including any shop rights for the longest period of protection accorded to such interests under applicable law, and any other intellectual property rights, whether or not registrable, patentable, copyrightable or protectable as trade secrets, irrespective of whether it can be registered in a patent, copyright, trademark or other form, including any and all drawings, writings, documents, data, papers, reports, test results, evaluations, plans, source codes, object codes, specifications, and formulations thereto.

Without limiting the generality of the foregoing, the Intellectual Property Rights shall include, without limitation, the patent applications, trademark applications, and domain names set forth in Schedule 1.1.4.

1.2. The paragraph headings are for the sake of convenience only and shall not affect the interpretation of this Agreement

1.3. The recitals, schedules, appendices, annexes, and exhibits hereto form an integral part of this Agreement.

1.4. A reference made in this Agreement to Sections, Exhibits, or Schedules shall be a reference to a Section, Exhibit, or Schedule to this Agreement unless otherwise indicated.

2. Assignment of Title

2.1. Subject to the terms and conditions of this Agreement:

2.1.1. SHC Israel hereby conveys, transfers, assigns, and delivers to SHMC, and SHMC hereby acquires and accepts from SHC Israel, legal title and any other rights and interest SHC Israel has in and to the Equipment, if any.

2.1.2. SHC Israel hereby conveys, transfers, assigns, and delivers to Sears Brands, and Sears Brands hereby acquires and accepts from SHC Israel, legal title and any other rights, interests, and goodwill SHC Israel has in and to the Technology and the Intellectual Property Rights, if any.

- 2.2. The conveyance, transfer, assignment, and delivery to the Assignees of legal title and any other interest in the Assigned Assets held by SHC Israel, if any, as herein provided, shall be effected by such endorsements, assignments and other instruments of transfer and conveyance as may be necessary to vest in the Assignees their respective rights, title, and interests in and to the Assigned Assets, free and clear of all liens, claims, charges, and encumbrances, except as otherwise providing in this Agreement. Such documents shall include, without limitation, a Patent Assignment in the form attached hereto as Schedule 2.2.
- 2.3. The conveyance, transfer, assignment, and delivery to the Assignees of legal title and any other interest in the Assigned Assets held by SHC Israel, if any, as herein provided, shall be effected without the payment of any monetary consideration to SHC Israel.
3. Representations and Warranties of SHC Israel. SHC Israel hereby represents and warrants to each Assignee that:
- 3.1. the execution, delivery, and performance of this Agreement by SHC Israel have been duly authorized and the consummation of this Agreement will not violate any provisions of SHC Israel's organizational documents or any existing agreement with any third party.
- 3.2. no consent of any governmental entity or authority is required by SHC Israel with respect to the execution and delivery of this Agreement.
- 3.3. it is the owner of the title in the Assigned Assets and such title is free and clear from any liability, pledge, lien, or any third party rights, other than the rights of SHMC and Sears Brands, as set forth herein.
4. Representations and Warranties of Each Assignee. Each Assignee hereby represents and warrants to SHC Israel that:
- 4.1. it is an entity duly organized and validly existing under the law of its state of formation and has all requisite power and authority to own, lease, and operate its properties and to carry on its businesses as now being conducted.
- 4.2. the execution, delivery, and performance of this Agreement by SHC Israel have been duly authorized.
5. General Provisions
- 5.1. Further Assurances. The parties hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other documents as any other party may reasonably request from time to time in order to carry out the intent and purpose of this Agreement contemplated hereby.
- 5.2. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and either personally delivered or by nationally recognized over-night courier prepaid and addressed to the party as listed above, or such other address as provided in the manner provided in this section.
- 5.3. Integration. This Agreement constitutes the complete and entire understanding and agreement between the parties and supersedes any previous communications, representations or agreements, verbal or written related to the subject matter of this Agreement.
- 5.4. Amendments. This Agreement may not be amended, modified or supplemented except by a writing executed by both parties.

5.5. Construction. No presumption for or against any Party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected to, or involving this Agreement.

5.6. Unenforceable Terms. In the event any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that part will be severed from the balance of this Agreement and the remaining provisions shall nevertheless be binding upon the Parties with the same force and effect as though the void or unenforceable parts had been severed and deleted.

5.7. This Agreement shall inure to the benefit of the successors and assigns of SHMC and Sears Brands and any and shall be binding upon the successors and assigns of SHC Israel.

5.8. Counterparts. This Agreement may be executed in separate counterparts and exchanged by facsimile or electronic mail, each of which shall be considered an original but all of which will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by one of its duly authorized officers this 28th day of January, 2010.

SHC Israel LTD

By: [Signature]
Name: Avital Yachin
Title: Site Manager

Sears Holdings Management Corporation

By: _____
Name: _____
Title: _____

Sears Brands, LLC

By: _____
Name: _____
Title: _____

ד"ר יצחק יאכין
SHC ISRAEL LTD.
510291233-2.0

SCHEDULE 1.1.2

Equipment

SCHEDULE 1.1.2 (Cont)

Equipment

SCHEDULE 1.1.3

Technology

SCHEDULE 1.1.4

Intellectual Property Rights

Patents:

U.S. Pat. Appl. No. 12/011,106 entitled "Social Network Searching with Breadcrumbs"

Trademarks:

None

Domain Names:

None

SCHEDULE 2.2

PATENT ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged by ASSIGNOR, SHC Israel, LTD., an Israeli company, having a principal place of business at 2, Azrieli Centre, Round Building 41st Floor, 132 Menachem Begin Rd., Tel Aviv, Israel (referred to herein as "ASSIGNOR") hereby assigns, transfers and sets over to SEARS BRANDS LLC, an Illinois limited liability company, having a principal place of business at 3333 Beverly Road, Hoffman Estates, Illinois US (hereinafter sometimes referred to as "ASSIGNEE"), ASSIGNOR's entire worldwide right, title and interest in and to the patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, listed on Schedule A, attached hereto and made a part hereof; together with all reissues, divisionals, continuations, and continuations-in-part thereof; and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, all rights and privileges under any Letters Patent which may be granted thereon, together with all rights, if any, throughout the entire world to sue for all past infringements which may have occurred before the execution of this Patent Assignment.

(1) The ASSIGNOR agrees without charge to said ASSIGNEE (a) to obtain execution of (i) all necessary papers to be used in connection with the above assigned rights, as the ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference or other legal or quasi-legal proceedings relating to these assigned rights, (iii) all papers and documents which may be necessary in connection with the preparation and filing of any above assigned foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent over the assigned rights in any country throughout the world.

(2) ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuing or divisional applications thereof to the ASSIGNEE, its successors and/or assigns.

(3) ASSIGNOR hereby covenants and warrants that it has full right to convey the entire above assigned right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

(4) ASSIGNOR hereby grants to GREENBERG TRAURIG, LLP, 77 W. Wacker Dr., Ste. 3100, Chicago, Illinois 60601, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent Office or the Patent Office of any foreign country.

ASSIGNOR - SHC Israel, LTD.

ה.ס.א.י.ס.י. ישראל בע"מ
SHC ISRAEL LTD.
514201223 ח.ת.

Dated: 28/1/10

SCHEDULE A

U.S. Patent Appl. No.

Entitled

12/011,106

"Social Network Searching with Breadcrumbs"