



RECORD

07-16-2010



103602189

CUMENT ID NO. 700440244

Our Ref.: LSN-233-128

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

1 ICQ, LLC (formerly ICQ, Inc.)

Additional name/s of conveying party/ies attached? ☐

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Assignment ☐ Change of Name
☐ Other

Execution Date: 4/22/2010

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

1) Name: AOL Advertising, Inc.
Street Address: 770 Broadway
City: New York
State/Country: New York, USA Zip: 10003

2) Name
Street Address:
City:
State:

Zip:

Additional name/s & address/es attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): ☐ This assignment is being filed together with a new application.

A. Patent Application No(s).

(1) 11/598,102
(2) 11/430,109
(3)

B. Patent No(s).

(1) 7,149,775 (4) 6,389,127
(2) 6,449,344 (5) 7,068,770
(3) 6,798,873

Additional numbers attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Larry S. Nixon

Internal Address: Arlington Gateway

Street Address: Nixon & Vanderhye P.C.
901 North Glebe Road
11th Floor

City: Arlington State: VA Zip: 22203-1808

6. Total number of applications & patents involved: 7

7. Total fees (37 C.F.R. §3.41) \$ 280.00

- ☒ Previously paid
☐ Authorized to be charged to Deposit Account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Deposit Account No. 14-1140**.

DO NOT USE THIS SPACE.

9. Statements 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.

Larry S. Nixon

Name of Person Signing
Reg. No. 25,640

Larry S. Nixon
Signature

July 12, 2010

Date

Total number of pages including original cover sheet, attachments, and document: [21]

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/13/2010 AW001AF1 00000042 11598102

01 FC:8021

560.00 JP

1658241

PATENT
REEL: 024697 FRAME: 0001

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:34

P.04

Delaware

PAGE 1

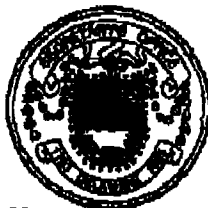
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "ICQ, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ICQ, INC." TO "ICQ LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2007, AT 6:24 O'CLOCK P.M.

2900537 8100V

071263481

You may verify this certificate online
at corp.delaware.gov/authver.shtml

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6206008

DATE: 12-04-07

PATENT

REEL: 024697 FRAME: 0002

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:34

P.05

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:42 PM 11/28/2007
FILED 04:24 PM 11/28/2007
REV 071263461 - 2900537 FILE

**CERTIFICATE OF CONVERSION
TO LIMITED LIABILITY COMPANY
OF
ICQ, INC.
TO
ICQ LLC**

The undersigned, being an authorized person in accordance with Section 18-204 of the Delaware Limited Liability Company Act, for the purpose of converting ICQ, Inc. (the "Corporation") from a corporation to a limited liability company pursuant to Section 18-214 of the Delaware Limited Liability Company Act, does hereby certify that:

1. The Corporation was first incorporated under the laws of the State of Delaware on May 26, 1998.
2. The name of the Corporation immediately prior to filing this Certificate of Conversion is ICQ, Inc., and its jurisdiction immediately prior to filing this Certificate of Conversion is the State of Delaware.
3. The name of the Delaware limited liability company into which the Corporation shall be converted, as set forth in its Certificate of Formation filed in accordance with Section 18-214(b) of the Delaware Limited Liability Company Act, is ICQ LLC.
4. The conversion of the Corporation to ICQ LLC has been approved and adopted in accordance with the provisions of Sections 228 and 266 of the General Corporation Law of the State of Delaware.
5. The conversion shall be effective on upon the filing of this Certificate of Conversion to Limited Liability Company and a certificate of formation with the Secretary of State of the State of Delaware.
6. The conversion is intended to qualify as a tax-free transaction under Section 332 of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on the 28 day of November, 2007.

By: Erin Tulk
Authorized Person

Name: Erin Tulk, Assistant Secretary

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYTE PC Fax:703-816-4100

Jun 29 2010 15:35

P.06

Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "ICQ LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2007, AT 4:24 O'CLOCK P.M.



2900597 9100V

071263481

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6206008

DATE: 12-04-07

PATENT

REEL: 024697 FRAME: 0004

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:35

P.07

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:42 PM 11/28/2007
FILED 04:24 PM 11/28/2007
SERV. 071243481 - 2900537 FILE

CERTIFICATE OF FORMATION

OF

ICQ LLC

The undersigned, being an authorized person under Section 18-204 of the Delaware Limited Liability Company Act, desiring to form a limited liability company under Section 18-201 of the Delaware Limited Liability Company Act, hereby certifies as follows:

1. The name of the limited liability company shall be ICQ LLC.
2. The address of the limited liability company's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of its registered agent for service of process at such registered address is Corporation Service Company.
3. The undersigned is an authorized person for purposes of the execution and delivery of this Certificate of Formation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of ICQ LLC this 28th day of November, 2007.

By: 

Authorized Person

Name: Erin Turk, Assistant Secretary

57300-3

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:35

P.08

DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (the "Agreement"), is to be effective as of April 22, 2010 ("Effective Date"), and is made by and between AOL Advertising Inc., a Maryland corporation ("AOL Advertising"), and ICQ LLC, a Delaware limited liability company ("ICQ").

RECITALS

WHEREAS, AOL Advertising owns all of the issued and outstanding shares of ICQ; and

WHEREAS, ICQ owns certain technology assets set forth in Exhibit A and all of the following rights arising therefrom: (a) inventions and discoveries; (b) rights under applicable trade secret laws and regulations in each of the following: know-how, confidential or proprietary information, algorithms, data (including user related data but excluding Personal Data), designs, processes, drawings, blueprints, flow charts, models, strategies, techniques, source code and source code documentation, and (c) copyrights in both published and unpublished works, including without limitation, copyrights in all compilations, design rights and database rights, computer programs, manuals and other documentation, and all derivatives, translations, adaptations and combinations of the above and all registrations, applications, renewals and foreign counterparts for any of the foregoing items (excluding any Patents and the AOL Assets) (the "Excluded Assets"); and

For purposes of this agreement, the term "Patents" shall mean patents, patent application and invention disclosures, including the patents and patent applications listed on Exhibit B hereof, and any related inventions, discoveries and invention disclosures (whether or not patentable), and any related trade secret rights, and all registrations, applications, divisions, continuations, continuations-in-part, re-issues, re-examinations, renewals and foreign counterparts for any of the foregoing items; and

For purposes of this agreement, the term "AOL Assets" means the software assets listed on Exhibit C hereof, and any related Intellectual Property.

WHEREAS, ICQ owns intellectual property rights in (a) patents, inventions, discoveries and invention disclosures (whether or not patented), (b) rights under applicable trade secret laws and regulations in each of the following: know-how, confidential or proprietary information, algorithms, data (including user related data but excluding Personal Data), designs, processes, drawings, blueprints, flow charts, models, strategies, techniques, source code and source code documentation, (c) copyrights in both published and unpublished works, including without limitation, copyrights in all compilations, design rights and database rights, computer programs, manuals and other documentation, and all derivatives, translations, adaptations and combinations of the above, and (d) all registrations, applications, divisions, continuations, continuations-in-part, re-issues, re-examinations, renewals and foreign counterparts for any of the foregoing items (collectively, "Intellectual Property"); and

WHEREAS, ICQ desires to distribute, convey, transfer and assign to AOL Advertising, as a distribution, all of ICQ's right, title and interest in and to the Intellectual Property excluding the Excluded Assets as of the Effective Date;

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:35

P.09

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DISTRIBUTION OF INTELLECTUAL PROPERTY

- 1.1. Distribution, Assignment and Acceptance of Intellectual Property. Subject to the terms and conditions of this Agreement and subject to any licenses granted to any third party by ICQ, ICQ hereby distributes, assigns, and transfers to AOL Advertising, as a distribution, all of ICQ's right, title and interest in and to any Intellectual Property other than the Excluded Assets, including the Patents and the AOL Assets and including the subject matter of all claims which may be obtained therefrom for AOL Advertising's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ICQ if this assignment and distribution had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property (other than the Excluded Assets), with the right to sue for, and collect the same for AOL Advertising's own use and enjoyment, and for the use and enjoyment of AOL Advertising's successors, assigns, or other legal representatives, and AOL Advertising hereby accepts such distribution, assignment, and transfer of all right, title and interest in and to the Intellectual Property (other than the Excluded Assets).
- 1.2. Conveyance Instruments. ICQ and AOL Advertising agree that, upon the request of the other party and without further consideration, they will execute and deliver, or cause to be executed and delivered, such documents, certificates and instruments and take such other actions as reasonably may be required to consummate this agreement.
- 1.3. Transfer Fees. AOL Advertising shall pay all transfer, recording, filing and similar fees, if any, which may be due to any jurisdiction or governmental body and any other expenses (including, without limitation, counsel and accounting fees and expenses) arising in connection with or as a result of the consummation of the transactions contemplated by this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

ICQ hereby represents and warrants to AOL Advertising that:

- 2.1. Existence, Power and Authorization. ICQ is a limited liability company duly organized and validly existing under the laws of the State of Delaware. The execution, delivery and performance by ICQ of this Agreement are within the powers of ICQ and have been duly authorized by all necessary action on behalf of ICQ. The Agreement constitutes a valid and binding agreement of ICQ.
- 2.2. Ownership of Intellectual Property. ICQ is the record and beneficial owner of the Intellectual Property (excluding any rights acquired from third parties) and of the

O: LARRY S. NIXON COMPANY: ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax: 703-816-4100

Jun 29 2010 15:35

P.10

Excluded Assets, free and clear of any lien or other encumbrance, limitation or restriction, except for any licenses granted to any third party by ICQ, and will transfer and deliver the Intellectual Property to AOL Advertising free and clear of any lien or other encumbrance, limitation or restriction, except licenses granted to any third party by ICQ.

ARTICLE III MISCELLANEOUS PROVISIONS

- 3.1. Entire Agreement. This Agreement, including the Exhibits and any documents executed and delivered as contemplated by this Agreement, shall constitute the entire agreement between the parties pertaining to the subject matter contained herein and therein and shall supersede all prior and contemporaneous agreements, representations and understandings of the parties with respect to such subject matter.
- 3.2. Amendment and Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver or change in this Agreement will be binding unless executed in writing by the party making the waiver or affected by the change.
- 3.3. Governing Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with, the internal laws of the State of Delaware, without regard to principles of conflict of laws.
- 3.4. Counterparts. Any number of counterparts of this Agreement may be executed. Each counterpart will be deemed an original instrument and all counterparts taken together will constitute one agreement.
- 3.5. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 3.6. Headings. In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.
- 3.7. Effective Date. This Agreement will be binding and effective as of the Effective Date first above written.

[SIGNATURE PAGE FOLLOWS]

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:35

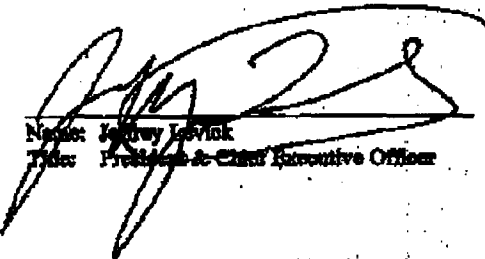
P.11

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officer or representative as of the date set forth opposite their respective names below.

ICQ LLC

DateName: Bradley K. Garlinghouse, Jr.
Title: President

AOL Advertising Inc.

22 April 2010
Date
Name: Jeffrey Levick
Title: President & Chief Executive Officer

11035-3

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:36

P.12

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officer or representative as of the date set forth opposite their respective names below.

ICQ LLC

22 April 2010
Date

T2 [Signature]
Name: Bradley K. Garlinghouse, Jr.
Title: President

AOL Advertising Inc.

Date

Name: Jeffrey Levick
Title: President & Chief Executive Officer

2042546

2

PATENT

REEL: 024697 FRAME: 0010

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:36

P.13

Item	Asset	Asset type
		- webpage text, graphics and UI - domain name - binary code - source code
1	ICQ windows desktop client (ICQ 6.5 and ICQ 7.x)	Source
2	ICQ.com webpages	- webpage text, graphics and UI - domain name
3	ICQ Xline	Source
4	ICQ "Feeds" (known as Lifestream at AOL) webpages (with the exception of setting feeds by AOL)	- webpage text, graphics and UI - domain name (Note: neither that a separate domain is involved)
5	ICQ Partner Gateway Information	Source
6	ICQ Web Service Agents (specific to operations of ICQ.com)	Source
7	ICQ Rate Limiting	Source
8	ICQ Gaming User Match	Source
9	ICQ User Online Status Cache	Source
10	ICQ Alerts Server	Source
11	ICQ Toolbar	Source, without AOL Google-key
12	BRU	Source
13	Remot	Source

P. 14

André Gide

Journal of Interpersonal Violence 28(12)

P. 15

121542-130000

© 2004 Pearson Education, Inc. All rights reserved. Printed in the United States of America. This publication is protected by copyright. Permission is granted to reproduce this document for personal or internal use, not for redistribution.

O:LARRY S. NIXON COMPANY:ARLINGTON GATEWAY

NIXON & VANDERHYE PC Fax:703-816-4100

Jun 29 2010 15:36

P.16

Item	Asset	Asset Type
		- webpage text, graphics and UI - domain name - binary code - source code
1	AOL component libraries for IM desktop apps (AIMac)	Source
2	AOL UI libraries (Buddy)	Source
3	AOL Media and File Relay System	Source
4	AOL Authentication System	Source
5	AIM Web Services API (BAWS)	Source
6	ICQ "Feeds" (known as Ustream at AOL) webpage setting created by AOL	- webpage text, graphics and UI - domain name (Note: unclear if a separate domain is involved)
7	Ustream "Feeds" 3rd party integration	Source, without keys, etc. need from 3rd parties under contract
8	Ustream "Feeds" AOL integration	Source
9	AOL Registration System	Source
10	ICQ Reporting and Stats	Source
11	IP Resolver and Geo IP	Source
12	AOL Messaging Infrastructure (BOSS, Ape, Akas, Greg, DB Switcher)	Source
13	Buddy List Cache	Source
14	Buddy AI	Source
15	Online Messaging	Source
16	Anti Spam IM	Source
17	Member Directory (logic source)	Source
18	ICQ SMS Home	Source
19	ICQ3GO	Source
20	ICQ for iPhone/Windows Mobile	Source
21	ICQ Jable mobile client	Source
22	Dynamic flash based ad (BTU)	Source
23	Facebook Gateway	Source
24	Blm/Bag Gateway	Source
25	APNS	Source
26	Chat	Source

004506-0015-11596-Active.12206888.1

4/19/2010 3:27 PM