

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Alexander P. Sands IV	04/24/2007
<b>RECEIVING PARTY DATA</b>	
Name:	Novarc L.L.C.
Street Address:	21 East 10th Street
Internal Address:	#4A
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11426488
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(404)870-2405
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(404) 888-7412
Email:	fhedgepeth@wcsr.com
Correspondent Name:	John J. Timar
Address Line 1:	271 17th Street, NW
Address Line 2:	Suite 2400
Address Line 4:	Atlanta, GEORGIA 30363-1017
ATTORNEY DOCKET NUMBER:	S271 1010.1
NAME OF SUBMITTER:	John J. Timar
Total Attachments: 6 source=Patent Transfer Agreement of Sands to Novarc#page1.tif source=Patent Transfer Agreement of Sands to Novarc#page2.tif	

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**PATENT**  
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## TECHNOLOGY PURCHASE AND PATENT TRANSFER AGREEMENT

This Technology Purchase and Patent Transfer Agreement (this "Agreement") is made and entered into as of April 24, 2007 (the "Effective Date") between Alexander P. Sands IV, an individual ("Sands"), and Novarc L.L.C., a Delaware limited liability company (the "Company").

### RECITALS

WHEREAS, Sands and Marc D. Jordan ("Jordan") jointly developed and jointly own the invention ("Invention") that is the subject of that certain patent application listed on Exhibit A attached hereto ("Patent Application");

WHEREAS, Sands desires to sell, assign and transfer his entire interest in the invention and Patent Application ("Patent Rights") to the Company, and the Company desires to purchase and accept the same, all on the terms set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises herein contained, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

#### 1. Assignment and Licenses.

(a) Sands hereby sells and assigns to the Company all of Sands' right, title and interest in and to the Patent Rights in exchange for the consideration set forth in Section 7 ("Assignment").

(b) In the event that the Assignment, for any reason, is deemed to be wholly or partially invalid, then, without further action on the part of either Sands or the Company and without additional consideration, Sands grants to the Company a perpetual, irrevocable, exclusive, royalty-free, worldwide, assignable license (with the right to grant sublicenses) of Sands' interest in the Patent Rights.

(c) Sands hereby agrees to execute such documents and to take such other actions as shall be necessary or appropriate to effectuate the assignments and licenses set forth in this Section 1.

(d) This Agreement is effective and binding on the parties hereto only upon the execution of a Technology Purchase and Patent Transfer Agreement by and between the Company and Jordan pursuant to which Jordan sells, assigns and transfers Jordan's interest in and to the Patent Rights to the Company.

2. Representations and Warranties. Sands hereby represents and warrants to the Company that: (i) Sands has sufficient right and title to enter into and to perform its

obligations under this Agreement; (ii) Sands is not aware of any third party rights of any kind affecting the Patent Rights, and (iii) Sands has not licensed, encumbered or otherwise granted any interest in the Patent Rights to any party.

3. Technology Transfer. Sands and the Company will cooperate in the filing and execution of any and all documents necessary to effectuate the assignment to the Company of the Patent Rights, including the filing of assignments or other transfer of title covenants with the U.S. Patent and Trademark Office and foreign patent offices as applicable to the Patent Rights. Within thirty (30) days from the Effective Date, Sands will use his reasonable best efforts to transfer all files and supporting documents relating to the Patent Rights to the Company, including but not limited to, all initial invention disclosure documents, all documents sent to the U.S. Patent and Trademark Office regarding inventions and claims, all draft patent applications, all filing or prosecution documents submitted to the patent offices, and all file wrappers. Conception notebooks and all other documents in the possession or under the control of Sands or Sands' counsel relating to conception and/or reduction to practice, such as scientist notebooks shall be retained in accord with Sands' ordinary document retention and made available to the Company upon the Company's reasonable request.

4. Patent Maintenance and Prosecution Responsibilities.

(a) On and after the Effective Date, the Company will take responsibility for any action or proceeding involving Patent Rights. The Company may, but shall not be required to, prosecute any alleged infringement or threatened infringement of any assigned Patent Right(s) of which it is aware or which is brought to its attention. The Company shall act in its own name and at its own expense.

(b) Sands shall promptly notify the Company in writing of any infringement of any assigned Patent Right(s) of which it becomes aware.

5. Indemnity and Warranty.

(a) The Company will indemnify, save, defend and hold Sands and its agents harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorneys fees, resulting from the Company's exercise of the Patent Rights on and after the Effective Date.

(b) Sands will indemnify, save, defend and hold the Company and its agents, directors, shareholders and employees harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorney fees, resulting from a breach of Section 2 and/or Sands' exercise of the Patent Rights prior to the Effective Date.

(c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES DISCLAIM ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF

VALIDITY, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

6. Confidentiality. Confidential Information under the terms of this Agreement is all information relating to the Patent Rights sold, assigned or licensed to the Company under Section 1 and the Technology Transfer to the Company by Sands under Section 3. Sands agrees to treat the Confidential Information as confidential and to protect and maintain the confidentiality thereof. Sands will use at least the same standard of care as it uses to protect its own Confidential Information to ensure that its employees, agents, and consultants do not disclose or make any unauthorized use of such Confidential Information. Sands will promptly notify the Company upon discovery of any unauthorized use or disclosure of the Confidential Information. Confidential Information will not include any information which is generally available to the public, is otherwise part of the public domain other than through any act or omission of Sands in breach of this Agreement, or which is required to be disclosed by law or contract entered into prior to this Agreement (provided that the Company shall have notice thereof in advance so that it can act to protect its interests should it decide to do so).

7. Consideration. The Company shall pay Sands the following as consideration for the assignments and licenses provided for in this Agreement: (i) 725,000 Class A Membership Units in the Company, constituting, 72.5% of the total outstanding equity of the Company as of the Effective Date, and (ii) \$50 cash payable on the Effective Date. Sands shall be entitled to no damages exceeding the consideration set forth in this Section 7 for any uncured claim against the Company respecting the Company's performance or representations hereunder.

8. Notices. Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial overnight courier service or mailed by certified or registered mail, return receipt requested, to a party at its addresses set forth as follows:

If to Sands:

Alexander P. Sands IV  
21 East 10<sup>th</sup> Street, #4A  
New York, NY 10003

If to the Company:

Novarc L.L.C.  
21 East 10<sup>th</sup> Street, #4A  
New York, NY 10003  
Attn: Alexander P. Sands IV

9. Miscellaneous. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary to continue to effect the intent of the parties, and this Agreement shall otherwise remain in full force and effect and enforceable. Any waivers or amendments shall be effective only if made in writing and signed by the respective parties. This Agreement shall be governed by the laws of the State of Delaware, excluding conflicts-of-law principles. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first indicated above.

**NOVARC L.L.C.,**  
a Delaware limited liability company

By:   
Name: Alexander P. Sands IV

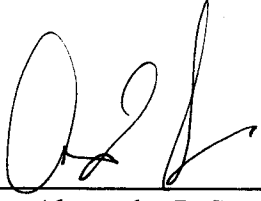
By:   
Name: Alexander P. Sands IV

Exhibit A

Title: "System and Method for Concurrently Downloading Digital Content and Recording to Removable Media"

Inventors: Alexander P. Sands IV and Marc D. Jordan

Application Number: 11/426,488

U.S. Patent Office Publication No. US 2006/0294376 A1

Filed: June 27, 2006

Publication Date: December 28, 2006

Provisional Application No. 60/694,332, filed on June 27, 2005