

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gotuit Media Corp.	11/19/2010
RECEIVING PARTY DATA	
Name:	Digitalsmiths Corporation
Street Address:	320 Blackwell Street
Internal Address:	Suite 200
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	5892536
Patent Number:	5986692
Patent Number:	6088455
Patent Number:	7055166
Patent Number:	7640560
Patent Number:	6931451
Patent Number:	7058376
Application Number:	12353857
Application Number:	10060001
Application Number:	11894771
Application Number:	11894565
Application Number:	11894685
Application Number:	10767946
Application Number:	11142831

501363394

PATENT  
REEL: 025431 FRAME: 0518

OP \$720.00 5892536

Application Number:	11517677
Application Number:	11784993
Application Number:	11799631
Application Number:	12001050

# CORRESPONDENCE DATA

Fax Number: (704)339-3449

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

Email: hcarpenter@rbh.com

Correspondent Name: Heather Carpenter, Paralegal

Address Line 1: Robinson, Bradshaw & Hinson, P.A.

Address Line 2: 101 N. Tryon Street, Suite 1900

Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER:	21709.00011
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NAME OF SUBMITTER:	Heather Carpenter
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## Total Attachments: 23

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## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), dated as of November 19, 2010 is between **GOTUIT MEDIA CORP.**, a Delaware corporation (the "Assignor"), and **DIGITALSMITHS CORPORATION**, a Delaware corporation (the "Assignee"), and is delivered in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), between the Assignor and the Assignee. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, effective as of the Effective Time, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, conveys, transfers and delivers to the Assignee, its successors and its assigns, all of the Assignor's right, title and interest in and to all Intellectual Property Rights (including, without limitation, those listed in the **Appendix** attached hereto), together with the goodwill associated therewith, the right, if any, to secure all renewals and extensions thereof in all countries, and the right to sue and recover for, and the right to profits or damages due, accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of, or damage or injury to the Intellectual Property Rights or the accompanying goodwill.

Assignor agrees that, upon the Assignee's reasonable request, Assignor will furnish all reasonably necessary documentation available to Assignor relating to or supporting chain of title, sign all reasonably appropriate papers, take all reasonably appropriate oaths, and do all reasonably appropriate acts which may be reasonably necessary for vesting title to, and effecting the transfer and recording of, the Intellectual Property Rights in Assignee, its successors, assigns and legal representatives or nominees.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein shall be deemed to supersede, alter, modify, replace, amend, change, rescind, waive, expand, diminish or otherwise affect any of the provisions set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

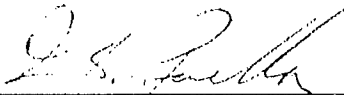
This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, and shall be binding upon the Assignor and the Assignee and shall inure to the benefit of such parties and their successors and assigns.

*Signature page follows.*

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Assignment as of the date first written above.

ASSIGNOR:

GOTUIT MEDIA CORP.

By:   
Name: Mark Pascarella  
Title: President & CEO

ASSIGNEE:

DIGITALSMITHS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Assignment as of the date first written above.

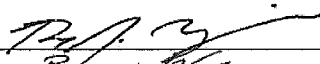
ASSIGNOR:

GOTUIT MEDIA CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

DIGITALSMITHS CORPORATION

By:   
Name: BEN WEINBERGER  
Title: CEO

Appendix

Intellectual Property Rights

1. The Patents as set forth on **Schedule 4.8(d)** of the Purchase Agreement;
2. The Marks as set forth on **Schedule 4.8(c)** of the Purchase Agreement;
3. The Copyrights as set forth on **Schedule 4.8(e)** of the Purchase Agreement;
4. The trade names as set forth on **Schedule 4.8(c)** of the Purchase Agreement;
5. The domain names as set forth on **Schedule 4.8(c)** of the Purchase Agreement; and

**ASSET PURCHASE AGREEMENT**

**between**

**DIGITALSMITHS CORPORATION**

**AND**

**GOTUIT MEDIA CORP.**

**DATED AS OF NOVEMBER 22, 2010**

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (the “Agreement”), dated as of November 22, 2010, is by and between **DIGITALSMITHS CORPORATION**, a Delaware corporation (the “Buyer”), and **GOTUIT MEDIA CORP.**, a Delaware corporation (the “Seller”). Capitalized terms used but not defined herein have the meanings set forth in **Appendix A**.

### **BACKGROUND STATEMENT**

The Seller is engaged in the business of providing video metadata management systems (the “Business”). The Seller desires to sell, and the Buyer desires to purchase, substantially all of the assets of the Seller relating to the Business.

### **STATEMENT OF AGREEMENT**

The parties hereto agree as follows:

### **ARTICLE I**

#### **PURCHASE TRANSACTION**

**1.1     General.** On the terms and subject to the conditions of this Agreement, on the Closing Date and effective as of the Effective Time, the Seller shall sell, convey, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and accept from the Seller, all of the Purchased Assets, free and clear of all Liens.

**1.2     Purchased Assets.** For purposes of this Agreement, the term “Purchased Assets” means all of the assets, rights and properties owned, used or useable by the Seller in the Business, and all of its rights therein including, without limitation, the following assets, rights and properties, but excluding the Excluded Assets:

- (a) All Fixed Assets of the Seller;
- (b) All cash, cash equivalents and investments of the Seller, and all rights of the Seller to deposits and prepaid expenses, claims for refunds and rights of offset;
- (c) All Accounts Receivable of the Seller;
- (d) All Permits held or owned by or issued or made available to the Seller and all pending applications therefor or renewals thereof, subject to any transfer restrictions imposed on such Permits by the applicable Governmental Authority;
- (e) All Intellectual Property Rights of the Seller;
- (f) All rights of the Seller in all Software owned, licensed or used by the Seller;
- (g) All Contracts of the Seller, a complete list of which is set forth on **Schedule 1.2(g)** (the “Purchased Contracts”), and all rights of any nature whatsoever arising out of all Purchased Contracts;
- (h) All files, records, documents, data, plans, proposals and all other recorded knowledge of the Seller, including client and customer lists and records, databases, database rights, telephone, telecopy



useable by such Person, whether owned or leased, all contract rights (including any express or implied warranties) with respect thereto, and all maintenance records and other documents relating thereto.

“GAAP” means generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants, consistently applied.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any municipal, local, city or county government, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled, through capital stock or otherwise, by any of the foregoing.

“Hazardous Substance” has the meaning set forth in **Section 4.19**.

“Indemnified Party” has the meaning set forth in **Section 7.5(a)**.

“Indemnifying Party” has the meaning set forth in **Section 7.5(a)**.

“Intellectual Property Rights” means, with respect to a Person, all Copyrights, Marks, Know-how, trade names, Trade Secrets, Patents, domain names, and other intellectual property rights owned, licensed, used or usable by such Person.

“Know-How” means ideas, designs, inventions, discoveries, concepts, compilations of information, methods, techniques, procedures and processes, whether confidential or not, whether patentable or not and whether reduced to practice or not.

“Liens” means any mortgages, claims, liens, security interests, pledges, escrows, charges, options or other restrictions or encumbrances of any kind or character whatsoever, excepting only Permitted Liens..

“Mark” or “Trademark” means any word, name, symbol, logo, tagline, device, or any combination thereof used by a Person to identify its goods or services, whether or not registered, all goodwill associated therewith, for any Intent to Use application, all of the business associated with such Intent to Use Mark, and any right that may exist to obtain a registration with respect thereto from any Governmental Authority and any rights arising under any such application. As used in this Agreement, the term “Mark” specifically includes trademarks and service marks.

“Material Adverse Effect” means a material adverse effect on the condition (financial or otherwise), results of operations, business, properties, liabilities or prospects of a Person or a business; provided, however, that any such change or effect that is cured to the reasonable satisfaction of the Buyer prior to the Closing shall not be considered a Material Adverse Effect; provided, further that Material Adverse Effect shall not include the effect of any circumstance, change, development, condition or event arising out of or affecting the industry in which the Business operates generally.

“Material Contracts” has the meaning set forth in **Section 4.10(a)**.

“Offering” means the issuance of Series A Shares to the Seller hereunder.

“Order” means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency, other Governmental Authority or arbitrator.

“Owned Software” has the meaning set forth in **Section 4.8(g)(ii)**.

“Patent” means any patent granted by the U.S. Patent and Trademark Office or by the comparable agency of any other country, and any renewal, continuation, continuation-in-part, reissue, reexamination, divisional, or any application claiming priority thereto, and any rights arising under any patent application filed with the U.S. Patent and Trademark Office or the comparable agency of any other country and any rights that may exist in any Intellectual Property Rights or Know How to file any such application.

“PCB” has the meaning set forth in **Section 4.19**.

“Permitted Liens” shall mean mechanics’, carriers’, workmen’s, repairmen’s or other like Liens arising or incurred in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate Proceedings or Liens for Taxes and other governmental charges that are not due and payable or that may thereafter be paid without penalty.

“Permits” means any approval, consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to Applicable Law.

“Person” means any corporation, association, joint venture, partnership, limited liability company, organization, business, individual, trust, government or agency or political subdivision thereof or other legal entity.

“Plans” has the meaning set forth in **Section 4.16(b)**.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“Purchase Price” has the meaning set forth in **Section 2.1**.

“Purchased Assets” has the meaning set forth in **Section 1.2**.

“Purchased Contracts” has the meaning set forth in **Section 1.2(g)**.

“Related Party” has the meaning set forth in **Section 4.10(a)**.

“Restricted Business” means the Business and any other business or business activity conducted by any of the Seller, the Buyer or their Affiliates on or within two years prior to the Effective Time.

“Restricted Entity” means any entity that competes or competed with any of the Seller, the Buyer or any of the Buyer’s Affiliates with respect to the Restricted Business.

“Restricted Period” has the meaning set forth in **Section 6.6**.

“Securities Act” has the meaning set forth in **Section 4.22(a)**.

time, or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of its Contracts, or (d) result in the creation of any Lien on any assets or equity of the Seller or the suspension, revocation, forfeiture, or nonrenewal of any Permit or license used by the Seller.

**4.5     Capitalization.** Attached as **Schedule 4.5** is a capitalization table (the “Capitalization Table”) showing the fully-diluted equity capitalization of the Seller, including (a) the issued and outstanding capital stock of the Seller, the type of stock issued and outstanding, and the record holders thereof, including, with respect to restricted stock, the vesting schedule associated therewith, and (b) any and all outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights), agreements, orally or in writing, to purchase or acquire from the Seller any shares of its capital stock, or any securities convertible into or exchangeable for shares of its capital stock, or any “phantom” equity or stock appreciation rights (collectively, “Derivatives”).

**4.6     Subsidiaries.** Except as set forth on **Schedule 4.6**, the Seller does not presently own or control, directly or indirectly, any securities or other interest in any Person.

**4.7     Litigation; Orders.** There is no Proceeding pending or, to the Seller’s knowledge, currently threatened against the Seller, any of its assets, or any of its current or former officers, directors or employees with respect to the Purchased Assets or the Business. The Seller is not a party or subject to the provisions of any Order. There is no Proceeding brought by the Seller currently pending or that the Seller intends to initiate.

**4.8     Intellectual Property Rights.**

(a)     **Ownership and Right to Use.** Except as contemplated in **Section 4.8(b)** or set forth in **Schedule 4.8(a)**, the Seller owns, has been granted a license to use, or otherwise has the right to use all of its Intellectual Property Rights, which include all Intellectual Property Rights used in the Business. With respect to all Intellectual Property Rights owned by the Seller, **Schedule 4.8(a)** sets forth (i) all Contracts that grant any Person a license in any such Intellectual Property Rights, (ii) any contractual limitation or restriction on the Seller’s right to use any such Intellectual Property Rights, (iii) any obligation of the Seller to pay any royalty or other fee to any Person with respect to such Intellectual Property Rights, and (iv) any obligation of the Seller to any other Person to register, protect or otherwise take any similar action with respect to such Intellectual Property Rights. Except as contemplated in **Section 4.8(b)** or set forth in **Schedule 4.8(a)**, the Seller has not granted any exclusive license to any Person with respect to any of its owned Intellectual Property Rights, and no such Intellectual Property Rights are subject to any joint ownership rights, or rights of reversion or “march-in” rights in favor of any other Person.

(b)     **Licensed Intellectual Property Rights.** **Schedule 4.8(b)** set forth (i) all Intellectual Property Rights owned by any other Person and licensed to the Seller or otherwise used in the Business, (ii) all Contracts that grant the Seller a license in any such Intellectual Property Rights, (iii) any contractual limitation or restriction on the Seller’s right to use any such Intellectual Property Rights, (iv) any obligation of the Seller to pay any royalty or other fee to any Person with respect to such Intellectual Property Rights, and (v) any obligation of the Seller to any other Person to register, protect or otherwise take any similar action with respect to such Intellectual Property Rights.

(c)     **Marks, Trade Names and Domain Names.** **Schedule 4.8(c)** lists each Mark and trade name owned or licensed by the Seller, and lists each application for registration that has been filed and each registration that has been obtained by the Seller with respect to any such Marks. **Schedule 4.8(c)** lists each domain name used by the Seller. All such Marks, trade names and domain names are included in the Seller’s Intellectual Property Rights. The Seller has the exclusive right to use each such Mark and

trade name within the scope, and in the geographic area, of its present use and has the right to continue to use each such domain name. To the Seller's knowledge: (i) no other Person is using a similar trade name to describe a business that is similar to the Business; (ii) no other Person is using a similar Mark to describe products or services that are similar to the products and services of the Business; and (iii) no other Person has registered or is currently using any Mark or trade name in a manner that would preclude the Seller from using the Marks and trade names included in the Seller's Intellectual Property Rights.

(d) Patents. **Schedule 4.8(d)** lists each Patent owned or licensed by the Seller, all of which are included in the Seller's Intellectual Property Rights, and specifies whether each such Patent is owned or licensed by the Seller and lists each country in which each such issued Patent is valid. Each claim of each issued Patent owned by the Seller is valid and enforceable and each such Patent provides to the Seller a meaningful range of exclusivity in the practice of the invention covered by such Patent. Each Contract pursuant to which the Seller licenses any Patent from another Person grants the Seller the unrestricted right to carry on any business within the scope of the invention covered by such Patent in the countries in which the Patent is valid.

(e) Copyrights. **Schedule 4.8(e)** lists each Copyright registration owned or licensed by the Seller, all of which are included in the Seller's Intellectual Property Rights.

(f) Maintenance. The Seller is current with all application filing fees, other filing fees and charges, and all maintenance, renewal and other fees required to be paid to a Governmental Authority on account of any of the Seller's Patent applications, Mark applications, Copyright applications and issued Patents, copyright registrations and Mark registrations and domain name registrations. The Seller is current with all declarations, disclosures, inventor assignments, responses to office actions, amendments, affidavits of use and other requirements or actions that have been required to be filed with any Governmental Authority with respect to any of the same.

(g) Software.

(i) Third Party Software. **Schedule 4.8(g)(i)** lists the third party Software used by the Seller or installed on equipment used by the Seller, excluding only unmodified versions of publicly available word processing, accounting, data management, communications and similar software ("Third Party Software"). The Seller is in material compliance with the terms of all its licenses for the use of Third Party Software. With respect to all Third Party Software, except as set forth in **Schedule 4.8(g)(i)**, and except with respect to unmodified versions of publicly available word processing, accounting, data management, communications and similar software, (i) the Seller has, and the Buyer will have upon the Closing, the perpetual, irrevocable, transferable, worldwide right to use, copy, modify, prepare derivatives of, sublicense, distribute and otherwise market such Software, (ii) the Seller has, and the Buyer will have upon the Closing, possession of and a right to use the most current, fully documented source code version of such Software or the beneficiary of an escrow arrangement relating to such source code.

(ii) Owned Software. **Schedule 4.8(g)(ii)** lists all Software that was developed by or for the Seller ("Owned Software"). Each Person who has participated in the development of Owned Software is a party to a Contract pursuant to which such Person has assigned the Intellectual Property Rights in such Software (including the related documentation) to the Seller. With respect to all Owned Software, the Seller is in possession of source code sufficient to compile the related object code. The Seller is in actual and sole control of all versions (including versions under development, whether or not released or marketed) of the complete source code of all Owned Software. Except as set forth on **Schedule 4.8(g)(ii)**, the Seller is not subject to any

escrow arrangements with respect to any Owned Software, any related source code or object code, or any related documentation, specifications, or manuals. Except as set forth on **Schedule 4.8(g)(ii)**, no Contract exists that would preclude or restrict the Seller from: (A) making any desired change to any Owned Software or any component thereof, (B) combining any Owned Software with other Software acquired or licensed by it, in any lawful manner desired, to the extent permitted by the terms of the acquisition or license to the other Software, or (C) marketing the Owned Software, and no Contract exists that would entitle any other Person to enhancements, modifications, revisions to, or works derived from, the Owned Software. The Seller has not disclosed, delivered, or made available to any third party the source code for any Owned Software and the Seller has not agreed to or undertaken to or in any other way promised to provide such source code to any third party. The transactions contemplated by this Agreement will not entitle any third party to obtain a copy of the source code for any Owned Software.

(iii) **Maintenance and Performance.** With respect to any Owned Software (and Third Party Software used or incorporated in the Owned Software), the Seller has not received any written notice that it will not be able to maintain such Software or obtain maintenance services therefor under the existing terms under which the Seller currently is receiving such services, and at prices that are not substantially in excess of prices for which the Seller currently is paying for services, subject to ordinary course of business increases. Each item of Owned Software performs in all material respects in conformance with its specifications and with any documentation, performance standard, warranty or representation provided with respect thereto by or on behalf of the Seller or a third party licensor. The Owned Software (and any Third Party Software used or incorporated in the Owned Software) do not contain (A) any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time, or (B) any virus, Trojan horse, worm or other software routines or hardware components designed to permit unauthorized access or to disable, erase or otherwise harm any computer, systems or software. The Seller has made back-ups of all Owned Software, Third Party Software and related databases.

(iv) **Public Software.** No Owned Software or component thereof or, to Seller's knowledge, any Third Party Software, contains (or is derived in any manner, in whole or in part, from) (A) any software code that is, in whole or in part, subject to the provisions of any license to software that is made generally available to the public without requiring payment of fees or royalties (including, any obligation or condition under any "open source" license such as the GNU General Public License, GNU Lesser General Public License, Lesser/Library GPL, Mozilla Public License or BSD licenses), or (B) any software code that requires as a condition to use, modification, and/or distribution of such software that such software or other software incorporated into, derived from, or distributed with such software (I) be disclosed or distributed in source code form, (II) be licensed for the purposes of making derivative works, or (III) be redistributable at no or minimal charge.

(h) **No Infringement.** The Seller has not interfered with, infringed upon or misappropriated any Intellectual Property Right of any other Person and the continued operation of the Business by the Buyer, in the manner that the Business currently is conducted will not interfere with, infringe upon or misappropriate any Intellectual Property Right of any other Person. To the Seller's knowledge, no Person is interfering with, infringing upon or misappropriating any Intellectual Property Rights of the Seller. No claim has been asserted against the Seller by any Person: (i) that such Person has any right, title or interest in or to any of the Copyrights, Patents, Trade Secrets or Know-How included in the Seller's Intellectual Property Rights; (ii) that such Person has the right to use any of the Marks, trade names or domain names included in the Seller's Intellectual Property Rights; (iii) to the effect that any past, present

or projected act or omission by the Seller infringes any Intellectual Property Right of such Person; or (iv) that challenges the Seller's right to use any of the Seller's Intellectual Property Rights. No facts or circumstances exist that, with or without the passing of time or the giving of notice or both, might reasonably serve as the basis for any such claim.

(i) **Efforts to Protect.** The Seller has not abandoned any of its Intellectual Property Rights. The Seller owns the right, title and interest in and to all Intellectual Property Rights that have been created or developed for the Seller by any of its employees, contractors and consultants hired or retained by the Seller. Each employee and officer of the Seller who has contributed in the development of any Intellectual Property Rights of the Seller has executed an agreement with the Seller regarding confidentiality and proprietary information and inventions, assigning to the Seller, all such Intellectual Property Rights created or developed by such employee or officer during the term and within the scope of his or her employment. In addition, all contractors and consultants hired or retained by the Seller to develop Intellectual Property Rights for the Seller or who have had access to such Intellectual Property Rights through the Seller have signed written agreements with the Seller which provide, among other things, that all such Intellectual Property Rights created by them for the Seller has been assigned or licensed to the Seller, and that they are required to maintain the confidentiality of any of the Seller's confidential materials and Intellectual Property Rights therein. No current or former director, officer, stockholder or employee of the Seller will, after giving effect to the transactions contemplated herein, own or retain any rights in or to any of the Seller's Intellectual Property Rights.

**4.9 Compliance with Laws; Permits.** The Seller (a) is in compliance, in all material respects with all Applicable Law, and (b) has all material Permits necessary for the conduct of the Seller's Business as currently conducted. Such Permits are in full force and effect, and no violations have been recorded in respect thereof and no Proceeding is pending or, to the knowledge of the Seller, threatened to revoke or limit any such Permit.

**4.10 Contracts.**

(a) **Schedule 4.10(a)** is a complete and accurate list of (i) all Contracts, other than Contracts entered into in the ordinary course of business involving aggregate payments not in excess of \$10,000, and (ii) all Contracts involving a sharing of profits, losses, costs or liabilities by the Seller with any other Person, or containing covenants that in any way purport to restrict the business activity of the Seller or limit the freedom of the Buyer to engage in any line of business or to compete with any Person (collectively, "**Material Contracts**"), and **Schedule 4.10(a)** specifically identifies the foregoing type of each Material Contract.

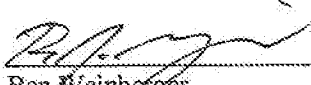
(b) The Seller has previously made available to the Buyer true and complete (i) copies of all written Material Contracts and (ii) descriptions of all material terms of all oral Material Contracts.

(c) Each of the Contracts is in full force and effect, and constitutes a valid and binding obligation of the Seller and, to the Seller's knowledge, the other parties thereto, and is legally enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting the rights of creditors generally.

(d) No event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a material violation or breach of, or give the Seller or any other Person the right to declare a material default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Contract. The Seller has not given to

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

DIGITALSMITHS CORPORATION

By:   
Name: Ben Weinberger  
Title: Chief Executive Officer  
Address:  
320 Blackwell St.  
Suite 200  
Durham, NC 27701

GOTUIT MEDIA CORP.

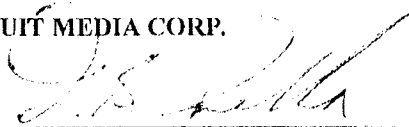
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
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IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

**DIGITALSMITHS CORPORATION**

By: \_\_\_\_\_  
Name: Ben Weinberger  
Title: Chief Executive Officer  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GOTUIT MEDIA CORP.**

By:  \_\_\_\_\_  
Name: Mark Pascarella  
Title: President & CEO  
Address: 400 Tradecenter  
Woburn, MA 01801  
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Signature Page to Asset Purchase Agreement



## **DISCLOSURE SCHEDULES**

**THESE DISCLOSURE SCHEDULES** (the “Schedules”) are delivered by **GOTUIT MEDIA CORP.**, a Delaware corporation (the “Seller”), to **DIGITALSMITHS CORPORATION**, a Delaware corporation (the “Buyer”), in connection with that certain Asset Purchase Agreement (the “Agreement”), dated November 22, 2010, by and between the Seller and the Buyer.

1. Capitalized terms used in these Schedules but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Headings and captions used in these Schedules are for convenience of reference only and shall in no way modify or effect, or be considered in construing or interpreting any information provided herein. All references to section numbers, unless otherwise indicated, are to sections of the Agreement.
3. Except as otherwise expressly noted herein or in the Agreement, all information contained in these Schedules is true and complete as of the date of the Agreement.
4. References to attached documents incorporate by reference the contents of the referenced document into the section of the Schedules in which they are attached.
5. Notwithstanding anything to the contrary contained in the Agreement or in any of the Schedules, any information disclosed on one Schedule shall be deemed to be disclosed in other Schedules if (i) the substance of such disclosure is disclosed as provided in the Agreement on each such other applicable Schedule(s), or (ii) a specific cross-reference to such disclosure is made in such other Schedule, or (iii) the applicability of such disclosure to such other Schedule(s) is reasonably apparent to the Buyer on its face (without reference to any underlying document or matter).
6. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made by the Seller in the Agreement or that such information is material, nor shall such information be deemed to establish a standard of materiality, nor shall it be deemed an admission of any liability of, or concession as to any defense available to, the Seller.
7. Inclusion of information herein shall not be construed as an admission of any obligation or liability to any third party.
8. With respect to those agreements described in these Schedules in which the Seller has expressly indicated that it is not in possession of a copy of such agreement that has been executed by the other party or parties to the applicable agreement, the Seller cannot represent or warrant that such agreements are enforceable against such other party or parties.
9. With respect to those agreements expressly identified in these Schedules as unwritten, verbal or oral, (i) the Seller is unable to warrant that the other party or parties to such contracts will not dispute the terms and conditions of such contracts, (ii) the contracts may be terminated by the other parties at any time, and (iii) the contracts could be unenforceable under the applicable statute of frauds.

**Schedule 4.8(c)**

**Marks, Trade Names and Domain Names**

1. The Seller has the following Marks, which are indicated as "Active" by the United States Patent and Trademark Office:

<u>Serial No.</u>	<u>Registration No.</u>	<u>Mark</u>
76668361	3478527	GET TO THE GOOD STUFF
76670944	3478532	SCENEMAKER
75828819	2445255	GOTUIT*
76665750	3662256	VIDEO SNACKING

\* The indicated Mark was assigned to the Seller pursuant to Intellectual Property Purchase and Transfer Agreement, dated June 20, 2006, between the Seller and Gotuit Audio, Inc.

2. The Seller has the following Marks, which are indicated as "Cancelled" by the United States Patent and Trademark Office:

<u>Serial No.</u>	<u>Registration No.</u>	<u>Mark</u>
75828820	2445256	SONGCATCHER*

\* The indicated Mark was assigned to the Seller pursuant to Intellectual Property Purchase and Transfer Agreement, dated June 20, 2006, between the Seller and Gotuit Audio, Inc.

3. The Seller has the following Marks, which are indicated as "Abandoned" by the United States Patent and Trademark Office:

<u>Serial No.</u>	<u>Mark</u>
76665751	VODJ
76665752	EASYVIEW

4. The Seller maintains the following domain names:

<u>Domain Name</u>	<u>Expiration Date</u>
gotuit.tv	11/29/10
scenemaker.net	12/12/10
scenemaker.com	12/12/10
scenemaker.tv	12/12/10
scenemaker.tv	12/12/10
scenemaker.net	12/12/10
scenemaker.org	12/12/10
gotuitaudio.com*	12/12/10
gotuitmetadata.com	01/23/11
songcatcher.com*	02/08/11
gotuitmobile.com	02/09/11
gotuitmedia.com	02/10/11
gotuitvideo.com	02/10/11
gettothegoodstuff.com	02/27/11
musictagg.com	02/27/11

audiovideoip.com	03/02/11
metadatapatents.com	03/02/11
videometadatapatents.com	03/02/11
digitalmediaip.com	03/02/11
musicnav.com	03/05/11
go2it.tv	03/07/11
scenefire.com	03/16/11
go2itaudio.com*	03/24/11
go2itradio.com*	03/24/11
gotuitvideo.com	04/09/11
gotuitsports.com	04/25/11
gotuitondemand.com	04/25/11
gotuitentertainment.com	04/25/11
gotuitnews.com	04/25/11
gotuitpowervideo.com	05/18/11
gotuitvideodiscovery.com	05/18/11
gotuitvideomarker.com	05/18/11
gotuitvideoplayer.com	05/18/11
gotuitpowervideo.net	05/18/11
gotuitvideodiscovery.net	05/18/11
gotuitvideomarker.net	05/18/11
gotuitvideomixer.net	05/18/11
gotuitvideoplayer.net	05/18/11
gotuitvideosearch.net	05/18/11
videodiscovery.net	05/18/11
videomarker.net	05/18/11
gotuitvideomixer.com	05/18/11
gotuitvideosearch.com	05/18/11
newscatcher.com*	07/19/11
gotuitmedia.com	09/30/11
gotuit.com*	02/11/12
powervideosuite.net	09/04/11
powervideosuite.com	09/04/11
gotuitradio.com*	10/02/11
gotagger.com	10/05/11
gotagger.mobi	10/05/11
go2it.mobi	10/05/11
gotuit.mobi	10/05/11
scenecut.net	10/26/11
gotuitmusic.com	11/04/11
gotuit.net	11/07/11
mygotuit.com	11/09/11
gotuittv.com	11/15/11

\* The indicated domain names were assigned to the Seller pursuant to Intellectual Property Purchase and Transfer Agreement, dated June 20, 2006, between the Seller and Gotuit Audio, Inc.

**Schedule 4.8(d)**

**Patents**

1. The Seller has the following Patents, which have been issued by the United States Patent and Trademark Office (USPTO):

Reference No.	File Date	Serial No.	Patent No.	Patent Title	Owned/ Licensed	Country
01-101	10/03/96	08/723,641	5,892,536 <sup>*(1)</sup>	SYSTEMS AND METHODS FOR COMPUTER ENHANCED BROADCAST MONITORING I	Owned	USA
01-102	12/15/98	09/211,541	5,986,692 <sup>*(2)</sup>	SYSTEMS AND METHODS FOR COMPUTER ENHANCED BROADCAST MONITORING II	Owned	USA
02-101	01/07/97	08/780,669	6,088,455 <sup>*(3)</sup>	METHODS AND APPARATUS FOR SELECTIVELY REPRODUCING SEGMENTS OF BROADCAST PROGRAMMING	Owned	USA
03-101	01/27/99	09/238,948	7,055,166 <sup>*(4)</sup>	APPARATUS AND METHODS FOR BROADCAST MONITORING I	Owned	USA
03-102	05/08/06	11/429,722	7,640,560 <sup>*(5)</sup>	APPARATUS AND METHODS FOR BROADCAST MONITORING II	Owned	USA
04-101	03/28/00	09/536,969	6,931,451 <sup>*(6)</sup>	SYSTEMS AND METHODS FOR MODIFYING BROADCAST PROGRAMMING	Owned	USA
07-101	12/30/02	10/331,198	7,058,376 <sup>*(7)</sup>	RADIO RECEIVING, RECORDING AND PLAYBACK SYSTEM	Owned	USA

<sup>\*(1)</sup> Patent assigned to the Seller pursuant to: (i) Agreement and (ii) Intellectual Property Purchase and Transfer Agreement, dated June 20, 2006, between the Seller and Gotuit Audio, Inc., and recorded with USPTO on July 25, 2006.

- \*<sup>(2)</sup> Patent assigned to the Seller pursuant to: (i) Agreement and (ii) Intellectual Property Purchase and Transfer Agreement, dated June 20, 2006, between the Seller and Gotuit Audio, Inc., and recorded with USPTO on July 25, 2006.
- \*<sup>(3)</sup> Patent assigned to the Seller pursuant to (i) Agreement and (ii) Intellectual Property Purchase and Transfer Agreement, dated June 20, 2006, between the Seller and Gotuit Audio, Inc., and recorded with USPTO on July 25, 2006.
- \*<sup>(4)</sup> Patent assigned to the Seller pursuant to three (3) Assignments dated: July 1, 2008 (Logan), June 17, 2008 (Goessling), and June 19, 2008 (Goldhor), and recorded with USPTO on July 3, 2008.
- \*<sup>(5)</sup> Patent assigned to the Seller pursuant to Assignments dated January 7, 1997 (Logan, Goessling, and Goldhor), and recorded with USPTO on May 8, 2006.
- \*<sup>(6)</sup> Patent assigned to the Seller pursuant to three (3) Assignments dated: July 1, 2008 (Logan), June 17, 2008 (Goessling), and June 19, 2008 (Goldhor), and recorded with USPTO on July 3, 2008.
- \*<sup>(7)</sup> Patent assigned to the Seller pursuant to Assignment dated: September 7, 2007 (Logan), and September 16, 2007 (Morton), and recorded with USPTO on October 11, 2007.

2. The Seller has the following Patent, which has been issued by the European Patent Office:

Reference No.	File Date	Serial No.	Patent No.	Patent Title	Owned/ Licensed	Country
04-EP1	03/29/00	00920069.2	EP1197020; EP 60037119.0- 08	ELECTRONIC MUSIC AND PROGRAMME STORAGE, COMPRISING THE RECOGNITION OF PROGRAMME SEGMENTS, SUCH AS RECORDED MUSICAL PERFORMANCES AND SYSTEM FOR THE MANAGEMENT AND PLAYBACK OF THESE PROGRAMME SEGMENTS	Owned	United Kingdom (EP 1197020), France (EP 1197020), and Germany (EP 60037119.0- 08)

3. The Seller has the following Patent Applications, which are pending with the United States Patent and Trademark Office (USPTO) and European Patent Office:

Ref. No.	File Date	Serial No.	Publication/ Patent No.	Continuity Data	Patent Title	Owned/ Licensed
03-EP1	01/27/99	99906687.1	EP1116349	01-102	APPARATUS AND METHODS FOR BROADCAST MONITORING AND FOR PROVIDING INDIVIDUAL PROGRAMMING	Owned
03-103	01/14/09	12/353,857	20090288110	CON of 03-101	APPARATUS AND METHODS FOR BROADCAST MONITORING	Owned
05-101 <sup>*(1)</sup>	01/29/02	10/060,001	20020120925	05-001, 05-002, 05-003, 04-101	AUDIO AND VIDEO PROGRAM RECORDING, EDITING AND PLAYBACK SYSTEMS USING METADATA	Owned
05-EP1	06/08/02	02744293.8	EP1421792	05-002, 05-003, 06-001, 06-002, 05-101	AUDIO AND VIDEO PROGRAM RECORDING, EDITING AND PLAYBACK SYSTEMS USING METADATA	Owned
05-102 <sup>*(2)</sup>	08/20/07	11/894,771	20080052739	05-001, 05-002, 05-003, 04-101, CON of 05-101	AUDIO AND VIDEO PROGRAM RECORDING, EDITING AND PLAYBACK SYSTEMS USING METADATA	Owned
06-102	08/20/07	11/894,565	20080092168	06-101, 06-002, 05-002, 05-003, 04-101, 05-101, CON of 06-101	AUDIO AND VIDEO PROGRAM RECORDING, EDITING AND PLAYBACK SYSTEMS USING METADATA	Owned

11-102* <sup>(3)</sup>	08/20/07	11/894,685	20080060001	11-001, 05-101, 06-101, CON of 11-101	METHODS AND APPARATUS FOR RECORDING AND REPLAYING SPORTS BROADCASTS	Owned
12-101* <sup>(4)</sup>	01/29/04	10/767,946	20040255336	11-001, 12-001, 05-101, 06-101	METHODS AND APPARATUS FOR SIMULTANEOUS PROGRAM VIEWING	Owned
14-101* <sup>(5)</sup>	06/01/05	11/142,831	20060280437	14-001, 03-101, 04-101, 05-101, 06-101, 07-101, 09-101, 10-101, CIP of 09/782546	METHODS AND APPARATUS FOR VENDING AND DELIVERING THE CONTENT OF DISK RECORDINGS	Owned
16-101* <sup>(6)</sup>	09/08/06	11/517,677	20070113250	16-001, 05-101, 06-101, 11-101	ON DEMAND FANTASY SPORTS SYSTEMS AND METHODS	Owned
17-101	04/09/07	11/784,993	20080036917	17-001, 19-001	METHODS AND SYSTEMS FOR GENERATING AND DELIVERING NAVIGATABLE COMPOSITE VIDEOS	Owned
18-101* <sup>(7)</sup>	05/01/07	11/799,631	20070300258	18-001, 19-001, 05-101, 06-101	METHODS AND SYSTEMS FOR PROVIDING MEDIA ASSETS OVER A NETWORK	Owned
19-101* <sup>(8)</sup>	12/04/07	12/001,050	20080155627	19-001	SYSTEMS AND METHODS OF SEARCHING FOR AND PRESENTING VIDEO AND AUDIO	Owned

- \*<sup>(1)</sup> Patent Application assigned to the Seller pursuant to Assignment dated September 6, 2007 (Logan), and recorded with USPTO on September 21, 2007.
  - \*<sup>(2)</sup> Patent Application assigned to the Seller pursuant to Assignment dated September 6, 2007 (Logan), and recorded with USPTO on June 13, 2008.
  - \*<sup>(3)</sup> Patent Application assigned to the Seller pursuant to three (3) Assignments dated: August 17, 2004 (Logan), August 17, 2004 (Burd), August 19, 2004 (Durgin), and recorded with USPTO on April 2, 2010.
  - \*<sup>(4)</sup> Patent Application assigned to the Seller pursuant to two (2) Assignments dated: August 17, 2004 (Logan), and August 17, 2004 (Burd), and recorded with USPTO on September 12, 2004.
  - \*<sup>(5)</sup> Patent Application assigned to the Seller pursuant to Assignment dated: September 7, 2007 (Logan), and September 16, 2007 (Morton), and recorded with USPTO on October 11, 2007.
  - \*<sup>(6)</sup> Patent Application assigned to the Seller pursuant to Assignment dated: September 6, 2007 (Logan), December 6, 2007 (Pascarella), September 11, 2007 (Burd), October 2, 2007 (Karfis) and December 6, 2007 (Sakowitz), and recorded with USPTO on January 7, 2008.
  - \*<sup>(7)</sup> Patent Application assigned to the Seller pursuant to Assignment dated: July 30, 2007 (O'Connor), July 31, 2007 (Pascarella), July 31, 2007 (Donovan), and July 31, 2007 (McPherson), and recorded with USPTO on August 29, 2007.
  - \*<sup>(8)</sup> Patent Application assigned to the Seller pursuant to Assignment dated: March 1, 2008 (O'Connor), June 4, 2008 (Pascarella), and June 9, 2008 (Donovan), and recorded with USPTO on June 11, 2008.
- 4. The Patents referenced as Exhibit A to the License Agreement, effective February 25, 2009, between the Seller and Cisco Systems, Inc., as amended by Letter Agreement, dated February 13, 2009.
  - 5. The Patents referenced as Schedule A to the Patent License Agreement, dated October 30, 2009, between the Seller and Motorola, Inc., including related Share Redemption Agreement, dated November 13, 2009, between the Seller and Motorola, Inc.
  - 6. The Patents referenced as Schedule A to the Agreement, dated March 13, 2008, between the Seller and UMG Recordings, Inc.



**Schedule 4.8(e)**

**Copyrights**

None.

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