PATENT ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT				
CONVEYING PARTY	DATA						
Name Execution Date							
Greg Evans			12/05/2008				
Hugh Svendsen			12/05/2008				
Olivia Marsh			12/04/2008				
RECEIVING PARTY [DATA						
Name:	Lemi Technolo	gy, LLC					
Street Address:	1000 North We	st Street					
Internal Address:	Suite 1200						
City:	Wilmington						
State/Country:	ate/Country: DELAWARE						
Postal Code:	Postal Code: 19801						
PROPERTY NUMBER	RS Total: 1			376			
Property Type		Numb	per	13036676			
Application Number: 13030		3036676					
CORRESPONDENCE	DATA			\$40.00			
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ATTORNEY DOCKET	NUMBER:	1116-372C					
NAME OF SUBMITTE	R:	Julie Smith					
Total Attachments: 5 source=1116-372C_A							

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ASSIGNMENT

WHEREAS WE, <u>Greg EVANS</u> having an address of <u>2205 Ravens Creek Court, Raleigh, NC</u> <u>27603</u>, <u>Hugh SVENDSEN</u> having an address of <u>678 Bear Tree Creek H, Chapel Hill, NC 27517</u>, and <u>Olivia MARSH</u> having an address of <u>2400 Huntscroft Lane, # 103, Raleigh, NC 27617</u>, ("Assignors"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled, <u>PROTECTED DISTRIBUTION AND LOCATION BASED AGGREGATION SERVICE</u>, executed by us on the date of execution of this document, as shown below, and filed concurrently herewith;

OR

for which an application for United States Letters Patent was filed on _____, and identified by United States Serial No. _____;

WHEREAS, Assignors believe themselves to be the original, first and sole inventors of the invention disclosed and claimed in the application for Letters Patent; and

WHEREAS, <u>CONCERT TECHNOLOGY</u>, having an address of <u>7011 Fayetteville Road, Suite</u> <u>21, Durham, NC 27713</u>, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. §119 and the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignors hereby agree with the said Assignee that Assignors will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignors will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assigners;

The undersigned hereby grants the firm of AKERMAN SENTERFITT the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

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PATENT REEL: 025872 FRAME: 0966

Attorney Docket No.: 52184.219230 Customer No.: 57362

AND Assignor(s) request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date: 12/5/2008

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Date: 12/5/2008

Hugh SVENDSEN

Date: 12 4 2008

Olivia MARSH

(NOTE: Legalization is not required for recording, but is prima facie evidence of execution under 35 U.S.C. 261).

ASSIGNMENT

This Assignment made by **Concert Technology Corporation ("Concert")**, hereinafter referred to as assignor, a Delaware corporation with a principal place of business at 7011 Fayetteville Road, Suite 210, City of Durham, State of North Carolina, 27712;

WITNESSETH: That,

WHEREAS, the patent application(s) and patent(s) (hereinafter "the patents"), which are listed in attached Exhibit A, are hereby assigned to the assignor; and

WHEREAS, Lemi Technology, LLC ("Lemi"), a limited liability company duly organized and existing under the laws of the State of Delaware and having a place of business at 1000 North West Street, Suite 1200, City of Wilmington, State of Delaware, 19801, hereinafter referred to as assignee, has acquired the entire right, title and interest in and to the patents;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assignor hereby sells, assigns, transfers, and sets over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the patents, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of the patents, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which the patents may be granted as fully and entirely as the same would have been held and enjoyed by assignor had this assignment and sale not been made.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents assignor is the sole and lawful owner of the entire right, title and interest in and to the patents and that the same are unencumbered, and that assignor has good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that assignor will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to assignee, its successors or assigns, but at its expense.

Said sale, conveyance, assignment, and transfer includes, without limitation, the rights to enforce, assert, and sue for past, present, and future infringement of the patents, and the rights to recover and collect for past, present, and future damages related to the patents.

PATENT REEL: 025872 FRAME: 0968 IN WITNESS WHEREOF, the parties cause this document to be signed on their behalves:

For Concert Technology Corporation:

 $\frac{1/21}{\text{Date}}$ 2009

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Hugh Svendsen Chief Executive Officer

For Lemi Technology, LLC:

<u>||21 | 200 9</u> Date

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Hugh Svendsen Member

APPENDIX A

Concert Ref.			
No.	Title	Serial Number	Filing Date
P272	Visual Audio Links For Digital Audio Content	12/205,483	9/5/08
<u>P307</u>	Dynamic Talk Radio Program Scheduling	12/326,670	10/2/08
P263	Protected Distribution And Location Based Aggregation Service	12/314,324	12/8/08
P253	Just-In-Time Near Live Dj For Internet Radio	12/314,289	12/8/08
P267	Method Of DJ Commentary Analysis For Indexing And Search	12/314,193	12/5/08
P224	Customized Media Broadcast for a Broadcast Group	12/174,870	7/17/08
P252	Providing A Radio Station At A User Device Using Previously Obtained Drm Locked Content	12/239,860	9/29/08
P326	System And Method For Internet Radio Station Program Discovery	12/273,709	11/19/08

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