

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael P. LEWIS	10/05/2005
Cameron SHAW	08/23/2005
RECEIVING PARTY DATA	
Name:	AOL Inc.
Street Address:	22000 AOL Way
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166-9323
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12987788
CORRESPONDENCE DATA	
Fax Number:	(650)474-8401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-474-8400
Email:	GlennDocketing@cpaglobal.com
Correspondent Name:	GLENN PATENT GROUP
Address Line 1:	3475 Edison Way, Suite L
Address Line 4:	Menlo Park, CALIFORNIA 94025
ATTORNEY DOCKET NUMBER:	AOL0156-2C
NAME OF SUBMITTER:	Michael A. Glenn
Total Attachments: 5 source=SignedAssign-MLewis-CShaw_AOL0156-2#page1.tif source=SignedAssign-MLewis-CShaw_AOL0156-2#page2.tif source=SignedAssign-MLewis-CShaw_AOL0156-2#page3.tif source=SignedAssign-MLewis-CShaw_AOL0156-2#page4.tif source=SignedAssign-MLewis-CShaw_AOL0156-2#page5.tif	

CH \$40.00 12987788

ASSIGNMENT

WHEREAS, We, Michael P. Lewis and Cameron Shaw, hereinafter referred to as "ASSIGNOR", have invented certain new and useful improvements, as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: SYSTEM AND METHOD TO FACILITATE REAL-TIME COMMUNICATIONS AND CONTENT SHARING AMONG USERS OVER A NETWORK

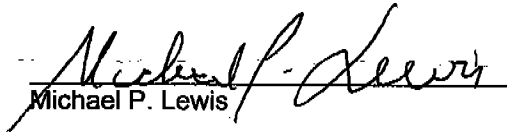
Filing Date: May 23, 2005 Serial No. 10/536,216

WHEREAS, America Online, Incorporated, having its principal place of business at 22000 AOL Way, Dulles, Virginia 20166-9323 hereinafter referred to as "ASSIGNEE" is desirous of acquiring the entire right, title, and interest in the said invention and application and in any Letters Patent which may be granted with regard to the same:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable consideration, ASSIGNOR has sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto the said ASSIGNEE, and ASSIGNEE'S successors and assigns, all right, title, and interest in and to said invention, said application for United States Letters Patent and any Letters Patent which may be hereafter granted on the same in the United States and all countries throughout the world, including any divisions, renewals, continuations in whole or part, substitutions, conversions, reissues, revivals, prolongation, or extensions thereof, said interest to be held and enjoyed by said ASSIGNEE as fully and exclusively as it would have been held and enjoyed by said ASSIGNORS had this assignment and transfer not been made, for all time.

ASSIGNORS further agrees that they will, without charge to said ASSIGNEE, but at ASSIGNEE'S expense, cooperate with ASSIGNEE in the prosecution of said application and/or applications, execute, verify, acknowledge, and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as ASSIGNEE may lawfully request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said ASSIGNEE, or ASSIGNEE'S successors and assigns.

IN TESTIMONY WHEREOF, ASSIGNOR has hereunto signed their name to the assignment on the date indicated below.


Michael P. Lewis

10/5/05
Date

Cameron Shaw

Date

ASSIGNMENT

WHEREAS, We, Michael P. Lewis and Cameron Shaw, hereinafter referred to as "ASSIGNOR", have invented certain new and useful improvements, as described and set forth in the below-identified application for United States Letters Patent:

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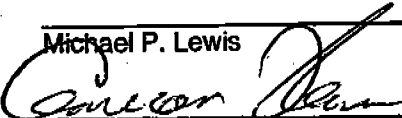
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IN TESTIMONY WHEREOF, ASSIGNOR has hereunto signed their name to the assignment on the date indicated below.

Michael P. Lewis

Cameron Shaw

Date
5/23/05
Date

**MUTUAL CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into on the _____ day of _____, 2005.

BETWEEN :-

- (1) CREATIVE LABS, INC having its principal offices at 1901 McCarthy Boulevard, Milpitas, CA 95035 ("Creative"),
- (2) AOL INC., a _____ corporation having its principal offices at 401 Ellis St., Mountain View, CA. ("AOL").

WHEREAS:

1. Creative and AOL are engaged in discussions with respect to a possible business or financial arrangement or venture between them relating to multimedia technology.
2. In connection therewith disclosure of certain information which is proprietary/confidential to the parties may become necessary or desirable.
3. Each party is willing to disclose such Proprietary/Confidential Information to the other party upon the terms and conditions herein set forth and each party is willing to maintain the confidentiality of such information disclosed to it by the other party in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the disclosure of such Proprietary/Confidential Information and the mutual covenants and promises herein contained, it is agreed as follows:-

1. INTERPRETATION

For the purposes of this Agreement "Proprietary/Confidential Information" shall mean any and all proprietary, secret information, technical data or know-how, third party information including, but not limited to, data, know-how, formulae, designs, photographs, drawings specifications, software programs and samples and any other material that is disclosed by one party to the other, which is marked "Proprietary", "Confidential", "Strictly Private" or otherwise, using words of similar significance. Subject to Section 5, herein, such disclosure may be made either directly or indirectly, in writing, orally, or by display of drawings, plans or inspection of products, materials, parts or equipment.

2. UNDERTAKING OF THE PARTIES

Each party hereby undertakes to treat and maintain all Proprietary/Confidential Information received from the other party in confidence. With respect thereto, each party hereby undertakes and agrees as follows:-

- i) The receiving party shall not publish, disseminate nor disclose any Proprietary/Confidential Information received from the other party to any third party except to those of its own employees (in the case of Creative, including its parent and affiliate companies' employees) having a valid need to know the information in the course of employment and such disclosure shall be on terms at least as restrictive and enforceable as those herein contained.
- ii) The receiving party shall exercise the same degree of care to avoid disclosure of the Proprietary/Confidential Information as it uses in respect of its own information of like importance but in no case less than a reasonable degree of care.
- iii) Following a determination by either of the parties not to enter into any arrangement or venture with each other of the kind contemplated herein, upon the termination of this Agreement and upon written request by the disclosing party, the receiving party shall, in accordance with the written request of the other party, either return all copies, recording and tangible manifestations, and derivatives therefrom, of Proprietary/Confidential Information or destroy the same.

3. EXCEPTIONS

The aforesaid restrictions on the parties shall not apply to any Proprietary/Confidential Information which:-

- i) was already in the possession of the receiving party without confidentiality restriction before the disclosure hereunder to it;
- ii) is received by the receiving party from a third party(ies) without accompanying secrecy or confidentiality obligations;
- iii) is independently developed by the receiving party;
- iv) is or becomes available to the public through no act or default on the part of the receiving party or its agents or employees;

Initial : _____

C.S.

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- v) is furnished to a third party by a party hereto who owns such Proprietary/Confidential Information without similar restriction on the third party's rights;
- vi) is approved for release by written authorisation of the other party; or
- vii) is disclosed pursuant to any requirement or request by operation of law provided that the receiving party shall upon receipt promptly notify the disclosing party of any such requirement or request prior to any disclosure.

4. OWNERSHIP

As between the parties, all Proprietary/Confidential Information disclosed pursuant to this Agreement, shall be and remain the property of the disclosing party. Nothing in this Agreement shall be construed as granting or conferring any rights by license, either express, implied or otherwise for any of the Proprietary/Confidential Information disclosed by the disclosing party hereunder. All Proprietary/Confidential Information, existing in written form or recorded in any other tangible medium, shall either be returned to the disclosing party or destroyed upon its written request, together with any reproductions or copies thereof.

5. NON-WRITTEN DISCLOSURE

In the event the disclosing party of such Proprietary/Confidential Information discloses in non-written form the information to the receiving party, at the time of disclosure, the disclosing party shall notify the receiving party of the confidentiality of such non-written disclosure and summarize in writing such Proprietary/Confidential Information and submit the same to the receiving party within 30 days of such non-written disclosure, failing which the receiving party shall not be bound by the confidentiality obligations as are herein provided and as regards the said Proprietary/Confidential Information disclosed in non-written form.

6. AUTHORIZATION

Subject to the limitations set forth herein regarding disclosure of Proprietary/Confidential Information, receiving party agrees that it will obtain all necessary authorizations, permits or licenses including export licenses as may be required prior to the exportation of any Proprietary/Confidential Information relating to the technology of the disclosing party.

7. SURVIVAL

Sections 1, 2, 3, 4, 7 through 10 and 12 shall survive the termination of this Agreement.

8. LIMITED WARRANTY

Each party hereto warrants that it has the right to disclose the Proprietary/Confidential Information which it discloses to the other party and that the Proprietary/Confidential Information disclosed is, to its knowledge, correct. Nothing contained in this Agreement shall be construed to obligate any party to disclose any information to the other party. NO OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY A DISCLOSING PARTY UNDER THIS AGREEMENT. ANY INFORMATION IN ANY FORM PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

9. REMEDY FOR BREACH

It is understood and agreed between the parties that certain breaches of the obligations of confidentiality contained in this Agreement may cause the disclosing party irreparable loss for which money damages may be inadequate. Accordingly, and in addition to any other remedies a party may have at law or equity, the disclosing party may be entitled to seek injunctive relief against the receiving party to prevent any further or continuing breach of the receiving party's obligations or additional damage to the disclosing party in the event such loss is in fact incurred by the disclosing party as a result of the breach or is imminent.

10. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or any portion hereof, to be unenforceable, such decision shall not affect the validity of the remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated therefrom.

In the event that a portion of this Agreement shall be declared to be invalid, then the parties agree, that they shall, in good faith, negotiate with one another to replace such invalid provision with a valid provision as similar as possible to that which had been held to be invalid.

11. TERMINATION

This Agreement shall govern all matters referred to herein until terminated by either party upon thirty days prior written notice to the other or immediately in the event of a material breach.

Initial : _____
C.S.
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12. **MISCELLANEOUS**

Any notice or communication to be given under this Agreement shall be deemed given at the time delivered in writing to the intended recipient at the address and marked for the attention of the person set out in this Agreement.

This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto, their legal representatives and other respective successors and permitted assigns. Each party shall not make any assignment of this Agreement or any interest therein without the prior written consent of the other party.

The failure of any party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall remain in full force and effect.

The terms of this Agreement are confidential and shall not be disclosed to third parties without the written consent of all parties, except to the extent required by a court or regulatory agency of competent jurisdiction.

This Agreement shall be governed by, construed and enforced in accordance with California law, without regard to its conflict of laws rules. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written, in relation thereto and can only be modified in a writing signed by duly authorized representatives of both parties.

Counterparts and Exchanges by Fax. This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

AGREED TO AND ACCEPTED:

CREATIVE LABS, INC.

Signature: _____

Name: _____

Designation: _____

2003
SR/MW/mn

AOL, INC.
Signature: *Cameron Show*
Name: Cameron Show
Designation: Principal Product Manager

Initial : _____
C.S.
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