

Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

John Peter Mikkelsen

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: John P. Luther

Internal Address: \_\_\_\_\_

Street Address: 345 N. LaSalle #3607

City: Chicago

State: Illinois

Country: USA Zip: 60654

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) November 12 and 13, 2009

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Royalty and Stock Agreement

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

7,548,875

Additional numbers attached?  Yes  No

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

Name: John P. Luther

Internal Address: \_\_\_\_\_

Street Address: 345 N. LaSalle #3607

City: Chicago

State: Illinois Zip: 60654

Phone Number: 312-427-1300

Fax Number: 312-427-6663

Email Address: jluther@ladas.net

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40**

- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 12-0400

Authorized User Name John P. Luther

**9. Signature:**

  
Signature

October 18, 2011  
Date

John P. Luther  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

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, V.A. 22313-1450

**PATENT**

**REEL: 027097 FRAME: 0146**

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JAN 27 2010

**ROYALTY AND STOCK AGREEMENT**

This Agreement made on November 12, 2009 between John P. Luther ("Luther") with an address of 345 North LaSalle #3703, Chicago, Illinois 60654 and, John Mikkelsen, ("Mikkelsen") with an address of 212 S.E. Second Street #32 Minneapolis, Minnesota 55414 as follows:

**1. Intellectual Property Ownership**

Mikkelsen is a co-owner of all right, title and interest to U.S. Patent No. 7,548,875 (the "815 patent") and all divisionals, continuations, continuation-in-part applications, thereof, including all foreign counterpart patent and patent applications anywhere in the world, filed or to be filed, and any related patents or patent applications claiming priority to the '815 patent, and any and all know-how or trade secrets related in any way thereto (hereinafter referred to as "Mikkelsen's Intellectual Property").

**2. Mikkelsen's Business Entities**

Mikkelsen is also a major shareholder and the President and CEO of Skky, Inc., formerly 4 Media Inc., and of Skky 1, LLC.

**3. Luther Royalty**

In partial consideration of Luther's past and current legal services, including patent drafting and prosecution, litigation counseling and other aspects and issues involving intellectual property law, on behalf of Mikkelsen, and Mikkelsen's business entities,

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including 4 Media, Inc., Skky Inc. and Skky 1 LLC, by agreement of their parties Luther is to be paid compensation in the form of a one and one-half percent (1 1/2%) royalty on the gross proceeds or revenue generated from any source and in any way from Mikkelsen's Intellectual Property anywhere in the world notwithstanding whether Mikkelsen's Intellectual Property is later assigned to one of Mikkelsen's business entities, including Skky, Inc., or Skky 1, LLC or some other business entity. As an example, if Mikkelsen's Intellectual Property generates \$10,000,000 per year in gross revenue, Luther is to be paid a \$150,000 per year royalty from such gross revenue generated on account of the aforesaid royalty agreed percentage.

#### 4. Non-dilution of Luther's Equity Ownership

Luther is also the owner of four percent (4%) of the stock in Skky, Inc., formerly 4 Media, Inc., and by and through this Agreement Luther's 4% stock ownership shall not be diluted and remain at the magnitude of 4% notwithstanding income funding to Skky, Inc. or Skky 1, LLC.

#### 5. Miscellaneous

- a. With respect to Luther's compensation of 1.5 percent royalty, Luther shall be paid within 30 days from Mikkelsen's receipt of any revenue, or receipt of revenue from any of Mikkelsen's business entities, including Skky, Inc., or Skky 1, LLC, or any other business entity which may own or become an owner or licensee of Mikkelsen's Intellectual Property in the future.

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## b. Term and Termination

This Agreement shall be in force for a term extending to the lapse of all Mikkelsen's patents worldwide.

- c. Notice or payments given by one party to the other hereunder shall be in writing and deemed to have been properly given if deposited with the United States Postal Service, registered or certified mail, addressed as follows:

John P. Luther  
345 North LaSalle #3703  
Chicago, IL 60654

John Mikkelsen  
212 S.E. Second Street #321  
Minneapolis, MN 55414

- d. This Agreement shall be deemed supplementary to any previous agreements and the discussions relating to the subject matters hereof and together with any previous agreements constitutes the entire agreement between Luther and Mikkelsen with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of Mikkelsen, or by any written documents unless it is signed by both Luther and Mikkelsen.
- e. If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction, this Agreement (save only this sentence) shall be invalid.

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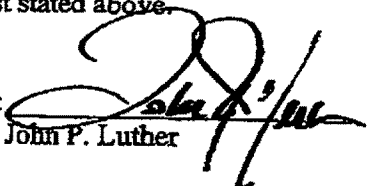
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f. This Agreement shall be construed and enforced exclusively in Federal District Court for the Northern District of Illinois without regard to state conflict on choice of law rules, principles or case law.

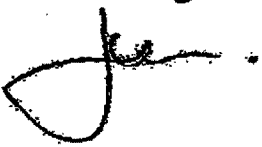
IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

By:

  
John P. Luther

November 19, 2009  
Date

By:

  
\_\_\_\_\_  
John P. Mikkelsen

November 12, 2009  
Date