

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Voluntary Foreclosure Agreement
CONVEYING PARTY DATA	
Name	Execution Date
BrightPlanet Corporation	04/30/2009
RECEIVING PARTY DATA	
Name:	Star Bright, LLC
Street Address:	309 S Albert Street
City:	Freeman
State/Country:	SOUTH DAKOTA
Postal Code:	57029
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6711569
Patent Number:	6741979
Patent Number:	7146409
Patent Number:	7240045
Patent Number:	7249122
Patent Number:	7676555
Application Number:	12648088
CORRESPONDENCE DATA	
Fax Number:	(612)349-9266
Email:	thompson@ptslaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Vadim Braginsky
Address Line 1:	80 S 8th Street, 4800 IDS
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4335.000001

OP \$280.00 6711569

PATENT

NAME OF SUBMITTER:

Vadim Braginsky

Total Attachments: 22

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VOLUNTARY FORECLOSURE AGREEMENT

This VOLUNTARY FORECLOSURE AGREEMENT (this "Agreement") is made and entered into effective as of April 30, 2009, by and among STAR BRIGHT, LLC, a South Dakota limited liability company ("Star Bright"), and BRIGHTPLANET CORPORATION, a Delaware corporation ("BrightPlanet").

WHEREAS, Star Bright has a perfected security interest in all or substantially all of the assets of BrightPlanet, which were pledged as collateral for the repayment of a bank line of credit that was guaranteed by Star Bright's principal members and upon which BrightPlanet has defaulted in repayment (the "Debt");

WHEREAS, BrightPlanet does not have sufficient funds to repay the Debt;

WHEREAS, Star Bright has notified BrightPlanet of its intention to commence formal foreclosure proceedings, unless a voluntary foreclosure arrangement is agreed upon by the parties;

WHEREAS, BrightPlanet has agreed to transfer to Star Bright, and Star Bright has agreed to receive from BrightPlanet, on the terms and subject to the conditions of this Agreement, substantially all of the assets of BrightPlanet in exchange for forgiveness of the Debt (the "Voluntary Foreclosure"); and

WHEREAS, following the Voluntary Foreclosure, BrightPlanet intends to undertake an orderly wind-up and dissolution, subject to resolving any pending claims.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. **Transfer of Assets; Exclusion of Liabilities.** Subject to the terms and conditions set forth in this Agreement, BrightPlanet hereby agrees to convey, transfer, assign and deliver to Star Bright, and Star Bright hereby agrees to accept from BrightPlanet, all of BrightPlanet's right, title and interest in and to substantially all of the assets of BrightPlanet related to, or used in conjunction with the business of BrightPlanet (the "Business") (collectively, the "Assets"), including but not limited to:

- (a) all rights to all patents, copyrights, designs, trade marks, trade names, including, without limitation, the name "BrightPlanet", artwork, logos and any other intellectual property used, including all licenses and sublicenses granted and obtained with respect thereto, and rights thereunder and remedies against infringements thereof in connection with the Business, and including all of the goodwill of the Business;

- (b) all trade secrets including, but not limited to, all information regarding customers and customers' requirements, all research, market studies, surveys, reports, knowhow and confidential information used in the Business;
- (c) all computer systems, software, hardware and related documentation and other tangible assets;
- (d) the e-mail and web-site addresses (including www.brightplanet.com), telephone numbers and other identifying addresses and numbers of the Company used in the conduct of the Business;
- (e) all customer lists, customer credit information, accounting and operating ledgers, asset ledgers, and correspondence relating to the Business, but specifically excluding the corporate minute books and stock records;
- (f) all agreements and contracts to which the Company is a party, including, but not limited to, all maintenance contracts (the "Assumed Contracts") provided the applicable consent to assignment has been obtained (if required);
- (g) all the rights relating to the Assets under purchase orders, contracts, commitments, sales contracts and other contracts and/or agreements with customers and suppliers;
- (h) all accounts receivable relating to post-Closing customer license maintenance or support obligations assumed by Star Bright pursuant to the Assumed Contracts, and all claims, causes of action, rights of recovery, rights of setoff and rights of recoupment with respect to the Assets;
- (i) all domestic and foreign government licenses, permits and approvals issued to the Company with respect to the Business which are necessary to operate the Business;
- (j) all the rights relating to BrightPlanet's ownership interest in HarvestIP LLC, subject to applicable transfer restrictions; and
- (k) to the extent not identified above, all equipment inventory, general intangibles, and the products and proceeds thereof, as said terms are defined in the Uniform Commercial Code as adopted in the State of South Dakota.

Specifically excluded from the Assets being sold and purchased hereunder are (i) all cash, cash equivalents and marketable securities (investments in stocks, bonds and mutual funds) on hand or on deposit with any financial institution; and (ii) all accounts receivable, except as applicable to post-Closing licensing, maintenance and support obligations assumed by Star Bright, as stated above, but only to the extent necessary to pay BrightPlanet's liabilities. Any of the foregoing remaining after payment of liabilities will be delivered to Star Bright and will constitute a part of the Assets hereunder. Star Bright is not assuming any of BrightPlanet's liabilities, including without limitation, any of BrightPlanet's liabilities in connection with the Business.

2. **Consideration and Waiver of Public Sale.** The consideration for the transfer of the Assets is Four Hundred Sixty-five Thousand Dollars and No Cents (\$465,000.00) (the "Consideration"), which shall be paid by Star Bright to BrightPlanet through forgiveness of the Debt. Upon transfer of the Assets, Star Bright and BrightPlanet shall also execute on their behalf and on behalf of their respective officers, directors, employees and agents, a mutual release in the form attached hereto as Exhibit 2, and cancel and return to BrightPlanet the original promissory note evidencing the Debt. Subject to consummating the transactions contemplated herein, BrightPlanet hereby agrees to waive its right to require a public sale of the Assets and agrees to consent to Star Bright's retention of the Assets in full satisfaction of the Debt. This waiver and consent is intended to meet all requirements therefore, as set forth in SDCL '57A-9-620.

3. **Representations and Warranties of BrightPlanet.** BrightPlanet hereby represents and warrants to Star Bright as follows:

- (a) BrightPlanet is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power to own its properties and to operate its business as now owned and operated by it.
- (b) BrightPlanet has good and marketable title to the Assets, and the Assets are free and clear of liens and restrictions on or conditions to transfer or assignment, and free and clear of mortgages, liens, pledges, charges, claims, encumbrances, conditions, restrictions, etc. except as previously disclosed to or otherwise known by Star Bright. Subject to the foregoing, the condition of all Assets sold and transferred hereunder is on an "AS IS, WHERE IS" basis.
- (c) BrightPlanet has the right, power, legal capacity and authority to enter into, and perform its obligations under this Agreement. The execution and delivery of this Agreement by BrightPlanet has been duly authorized by BrightPlanet and constitutes a valid and binding agreement of BrightPlanet, enforceable in accordance with its terms.
- (d) BrightPlanet has no knowledge of any breach of the Assumed Contracts by any party.
- (e) BrightPlanet has no knowledge of any third party claim of infringement of intellectual property rights against BrightPlanet, nor any knowledge that any of the Assets infringe upon the intellectual property rights of third parties.

4. **Representations and Warranties of Star Bright.** Star Bright hereby represents and warrants to BrightPlanet as follows:

- (a) Star Bright is a limited liability company duly organized, validly existing and in good standing under the laws of the State of South Dakota.

- (b) Star Bright has all requisite power and the full right and authority and approval to enter into, execute and deliver this Agreement, and to perform its obligations hereunder.

5. **BrightPlanet's Conditions to Transfer of Assets and Closing.** BrightPlanet's obligation to close and transfer the Assets to Star Bright hereunder shall be further subject to the satisfaction (or waiver by BrightPlanet in its sole discretion) of each of the following:

- (a) BrightPlanet obtaining all required approvals, consents and waivers of any party necessary in connection with the Voluntary Foreclosure, including without limitation its shareholders, major investors and noteholders;
- (b) No action, suit or other proceeding shall be pending (or threatened) before any court, tribunal or governmental entity, seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof.
- (c) No competing bona fide third-party offer(s) to purchase all or substantially all of the Assets or equity of BrightPlanet for consideration materially in excess of the Consideration (a "Competing Offer") shall exist, in the sole and exclusive judgment of BrightPlanet's Board of Directors.
- (d) The representations and warranties of Star Bright from the date of this Agreement and through Closing are true and accurate.
- (e) A separate new entity ("NewCo") will be formed in order to pursue a new business model of BrightPlanet II.
- (f) It is intended that NewCo's ownership and management structure will initially also include certain executives, employees and directors of BrightPlanet as more fully described in the parties discussions and negotiations relating to this Agreement.
- (g) A new investor or new investors will have committed to inject into NewCo the sum of \$1,000,000.00 as equity capital, pursuant to a term sheet.

6. **Star Bright's Conditions to Transfer of Assets and Closing.** Star Bright's obligation to close and accept the transfer of the Assets hereunder shall be further subject to the satisfaction (or waiver by Star Bright in its sole discretion) of each of the following:

- (a) BrightPlanet obtaining all required approvals, consents and waivers of any party necessary in connection with the Voluntary Foreclosure, including without limitation its shareholders, major investors and noteholders;
- (b) No action, suit or other proceeding shall be pending (or threatened) before any court, tribunal or governmental entity, seeking or threatening to restrain or

prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof.

- (c) The representations and warranties of BrightPlanet from the date of this Agreement and through Closing are true and accurate.
- (d) A separate new entity ("NewCo") will be formed in order to pursue a new business model of BrightPlanet II.
- (e) It is intended that NewCo's ownership and management structure will initially also include certain executives, employees and directors of BrightPlanet as more fully described in the parties discussions and negotiations relating to this Agreement.
- (f) A new investor or new investors will have committed to inject into NewCo the sum of \$1,000,000.00 as equity capital, pursuant to a term sheet.
- (g) No person has, as of the Closing, any claim on, security interest in or lien upon any of the Assets.
- (h) Star Bright has received all consents required by applicable law in order to retain the Assets in full satisfaction of the Debt.
- (i) Bright Planet has disclosed to Star Bright prior to Closing all information regarding the Assets to be transferred hereunder as set forth in Exhibit 6(i) hereto.

7. **Closing.** The closing of the transfer of Assets will occur on a date that is mutually acceptable to the parties upon the satisfaction or waiver of all conditions set forth in this Agreement (the "Closing"). At Closing, BrightPlanet will make, execute and deliver to Star Bright bills of sale, assignments and other transfer documents for the Assets in forms acceptable to the parties.

8. **Termination of Agreement.** Notwithstanding any contrary or inconsistent provision of this Agreement, the parties hereto hereby agree that this Agreement may be terminated and the transactions contemplated herein may be abandoned:

- (a) Any time before the Closing, by mutual written agreement of BrightPlanet and Star Bright;
- (b) Any time before the Closing, by BrightPlanet if the conditions set forth in Section 5 above, or Star Bright if the conditions set forth in Section 6 above, have not been satisfied within 90 days of this Agreement, or if such conditions become impossible or impracticable to satisfy within such 30-day period or a reasonable period of time thereafter;

- (c) Any time before the Closing, by BrightPlanet or Star Bright, in the event of material breach hereof by the non-terminating party if such non-terminating party fails to cure such breach within five (5) business days following notification thereof by the terminating party.
- (d) Any time before the Closing, by BrightPlanet, in the event of a Competing Offer, or in any other situation in which BrightPlanet determines that it is in its best interest to pursue alternative means of liquidating the Assets (including without limitation a foreclosure under the Uniform Commercial Code with a public sale), in the sole and exclusive judgment of BrightPlanet's Board of Directors

9. **Conditions Subsequent.** Following the transfer of the Assets by BrightPlanet to Star Bright the parties hereto anticipate that the following shall occur, it being acknowledged and agreed that the following are material inducements to entering into this Agreement:

- (a) Star Bright intends to transfer all of the Assets to NewCo in exchange for (i) the issuance to Star Bright of shares of Series B Preferred Stock of NewCo in an amount equal in value to \$465,000.00 which shares shall be non-voting, shall not participate in dividends and shall be entitled to a 1 times liquidation preference only after payment in full of a 4 times liquidation preference on shares of the Company's Series A Preferred Stock; (ii) an 8% equity ownership interest in NewCo in the form of common stock, based upon and at the closing of a \$1,000,000.00 equity investment round; and (iii) one board seat on NewCo's board of directors.

10. **Indemnification.**

- (a) BrightPlanet hereby agrees to indemnify, defend and hold harmless Star Bright against and in respect to all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, penalties and reasonable attorney's fees that Star Bright may incur or suffer which arise, result from, or relate to any breach of, failure of BrightPlanet to perform, any of its representations, warranties, covenants or agreements contained within this Agreement, provided, however, in no event shall BrightPlanet's indemnity obligation in the aggregate hereunder exceed the amount of the Consideration.
- (b) Star Bright shall indemnify, defend and hold harmless BrightPlanet against and in respect to all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, penalties and reasonable attorney's fees that BrightPlanet may incur or suffer which arise, result from, or relate to any breach of, failure of Star Bright to perform, any of its representations, warranties, covenants or agreements contained within this Agreement, provided, however, in no event shall Star Bright's indemnity obligation in the aggregate hereunder exceed the amount of the Consideration.

11. **Survival of Representations.** All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Closing.

12. **Further Assurances.** If at any time after the Closing any further action is necessary or desirable to carry out the purpose of this Agreement, each of the parties will take such further action as any other party reasonably may request, at the cost of the requesting party.
13. **Changes, Waivers, etc.** Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.
14. **Choice of Law; Jurisdiction.** The laws of the State of South Dakota shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder. Any dispute arising hereunder shall be subject to the jurisdiction of the state and federal courts of South Dakota.
15. **Counterparts.** This Agreement may be executed concurrently in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **Headings.** The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and do not constitute a part of this Agreement.
17. **Severability.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
18. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to the transactions contemplated hereby and supercedes, replaces and terminates all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"BUYER"

STAR BRIGHT, LLC
a South Dakota limited liability company

By: Glenn Roth
[Name]
Its: Member

"SELLER"

BRIGHTPLANET CORPORATION
a Delaware corporation

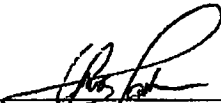
By: _____
[Name]
Its: CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"BUYER"

STAR BRIGHT, LLC

a South Dakota limited liability company

By:  Thomas Parker
[Name]

Its: Member

"SELLER"

BRIGHTPLANET CORPORATION

a Delaware corporation

By: _____
[Name]

Its: CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"BUYER"

STAR BRIGHT, LLC

a South Dakota limited liability company

By: Murray Rowe by Thompson under power of Attorney

[Name]

Its: Member

"SELLER"

BRIGHTPLANET CORPORATION

a Delaware corporation

By: _____

[Name]

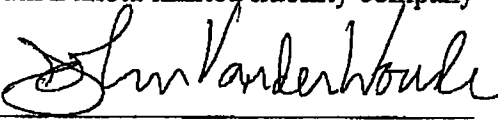
Its: CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"BUYER"

STAR BRIGHT, LLC

a. South Dakota limited liability company

By: 

[Name]

Its: Member

"SELLER"

BRIGHTPLANET CORPORATION

a Delaware corporation

By: _____

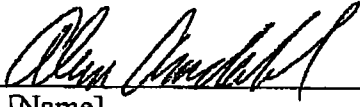
[Name]

Its: CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"BUYER"

STAR BRIGHT, LLC
a South Dakota limited liability company

By: 
[Name]

Its: Member

"SELLER"

BRIGHTPLANET CORPORATION
a Delaware corporation

By: 
[Name]

Its: CEO

EXHIBIT 2

MUTUAL RELEASE OF CLAIMS

This Mutual Release (the "Release") is executed this 30th day of April 2009, by and between BrightPlanet Corporation, a Delaware corporation ("BrightPlanet"), and StarBright, LLC, a South Dakota limited liability company ("StarBright").

WHEREAS, StarBright and BrightPlanet are parties to that certain Voluntary Foreclosure Agreement, a copy of which is attached hereto as Exhibit A (the "Agreement"), and have attained all necessary shareholder, investor and noteholder consents, waivers and approvals of the transaction as set forth in the Agreement, and

WHEREAS, StarBright holds or may hold claims against BrightPlanet arising out of the transaction described in the Agreement and other relationships, including but not limited to lending, board positions and shareholder ownership relations, and BrightPlanet, conversely, holds or may hold claims against StarBright arising out of the transaction described in the Agreement and other relationships, including but not limited to lending, board positions and shareholder ownership relations, and each party desires to release the other party from such claims as provided herein,

NOW THEREFORE, for good and valuable consideration, StarBright and BrightPlanet agree to a mutual release of all claims as follows:

Release by BrightPlanet. BrightPlanet, on behalf of itself and its agents, attorneys, accountants, employees, successors, predecessors, representatives and assigns, and each of them, does hereby release and forever discharge StarBright and each of its directly or indirectly related parents, subsidiaries, related companies or entities, present or former insurers, officers, directors, partners, members, shareholders, agents, assigns, attorneys, accountants, employees, successors, predecessors, heirs, administrators, executors, representatives and others who may have acted or be asserted to have acted on behalf of or in concert with StarBright, from any and all manner of arbitrations, civil actions, proceedings, matters, disputes, differences, judgments, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, demands, damages, losses, fees, costs, expenses (including attorney's fees), actions, cause of action or suits of any kind or nature whatsoever, whether founded in equity or law, tort or contract, arising out of or in any way related to any facts in existence on or before the date of execution of this Release, whether known or unknown, accrued or not accrued, foreseen or unforeseen, currently existent or inchoate, which BrightPlanet ever had, now has, may have or may claim to have, against StarBright, at any time through the date of this Release.

Release by StarBright. StarBright, on behalf of itself and its agents, attorneys, accountants, employees, successors, predecessors, representatives and assigns, and each of them, does hereby release and forever discharge BrightPlanet and each of its directly or indirectly related parents, subsidiaries, related companies or entities, present or former insurers, officers, directors, partners, members, shareholders, agents, assigns, attorneys, accountants, employees, successors, predecessors, heirs, administrators, executors, representatives and others who may

have acted or be asserted to have acted on behalf of or in concert with BrightPlanet, from any and all manner of arbitrations, civil actions, proceedings, matters, disputes, differences, judgments, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, demands, damages, losses, fees, costs, expenses (including attorney's fees), actions, cause of action or suits of any kind or nature whatsoever, whether founded in equity or law, tort or contract, arising out of or in any way related to any facts in existence on or before the date of execution of this Release, whether known or unknown, accrued or not accrued, foreseen or unforeseen, currently existent or inchoate, which StarBright ever had, now has, may have or may claim to have, against BrightPlanet, at any time through the date of this Release.

IN WITNESS WHEREOF, the undersigned have each executed this Release as of the date first set forth above.

BrightPlanet Corporation

By: _____
Its: _____

Star Bright, LLC

By: Glenn Roth
Its: Member

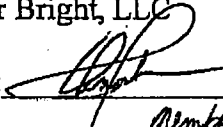
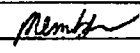
have acted or be asserted to have acted on behalf of or in concert with BrightPlanet, from any and all manner of arbitrations, civil actions, proceedings, matters, disputes, differences, judgments, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, demands, damages, losses, fees, costs, expenses (including attorney's fees), actions, cause of action or suits of any kind or nature whatsoever, whether founded in equity or law, tort or contract, arising out of or in any way related to any facts in existence on or before the date of execution of this Release, whether known or unknown, accrued or not accrued, foreseen or unforeseen, currently existent or inchoate, which StarBright ever had, now has, may have or may claim to have, against BrightPlanet, at any time through the date of this Release.

IN WITNESS WHEREOF, the undersigned have each executed this Release as of the date first set forth above.

BrightPlanet Corporation

By: _____
Its: _____

Star Bright, LLC

By:  _____
Its:  _____

have acted or be asserted to have acted on behalf of or in concert with BrightPlanet, from any and all manner of arbitrations, civil actions, proceedings, matters, disputes, differences, judgments, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, demands, damages, losses, fees, costs, expenses (including attorney's fees), actions, cause of action or suits of any kind or nature whatsoever, whether founded in equity or law, tort or contract, arising out of or in any way related to any facts in existence on or before the date of execution of this Release, whether known or unknown, accrued or not accrued, foreseen or unforeseen, currently existent or inchoate, which StarBright ever had, now has, may have or may claim to have, against BrightPlanet, at any time through the date of this Release.

IN WITNESS WHEREOF, the undersigned have each executed this Release as of the date first set forth above.

BrightPlanet Corporation

By: _____
Its: _____

Star Bright, LLC

By: Murray Cove ^{by the firm of the Paulsen}
Its: Member ^{under power of Attorney}

have acted or be asserted to have acted on behalf of or in concert with BrightPlanet, from any and all manner of arbitrations, civil actions, proceedings, matters, disputes, differences, judgments, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, demands, damages, losses, fees, costs, expenses (including attorney's fees), actions, cause of action or suits of any kind or nature whatsoever, whether founded in equity or law, tort or contract, arising out of or in any way related to any facts in existence on or before the date of execution of this Release, whether known or unknown, accrued or not accrued, foreseen or unforeseen, currently existent or inchoate, which StarBright ever had, now has, may have or may claim to have, against BrightPlanet, at any time through the date of this Release.

IN WITNESS WHEREOF, the undersigned have each executed this Release as of the date first set forth above.

BrightPlanet Corporation

By: _____
Its: _____

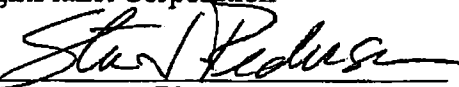
Star Bright, LLC

By: *John Vander Horst*
Its: Member

have acted or be asserted to have acted on behalf of or in concert with BrightPlanet, from any and all manner of arbitrations, civil actions, proceedings, matters, disputes, differences, judgments, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, demands, damages, losses, fees, costs, expenses (including attorney's fees), actions, cause of action or suits of any kind or nature whatsoever, whether founded in equity or law, tort or contract, arising out of or in any way related to any facts in existence on or before the date of execution of this Release, whether known or unknown, accrued or not accrued, foreseen or unforeseen, currently existent or inchoate, which StarBright ever had, now has, may have or may claim to have, against BrightPlanet, at any time through the date of this Release.

IN WITNESS WHEREOF, the undersigned have each executed this Release as of the date first set forth above.

BrightPlanet Corporation

By: 
Its: CEO

Star Bright, LLC

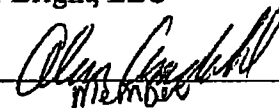
By: 
Its: Member

EXHIBIT 6(i)

INFORMATION REGARDING THE ASSETS

Patents:

Method and System for Automatic Harvesting and Qualification of Dynamic Database Content

Patent No: 7,249,122

Automatic System for Configuring to Dynamic Database Search Forms

Patent No: 7,240,045

System and Method for Efficient Control and Capture of Dynamic Database Content

Patent No: 7,146,409

System And Method For Flexible Indexing Of Document Content

Patent No: 6,741,979

Method for Automatic Selection of Databases for Searching

Patent No: 6,711,569

System and Method for Efficient Control and Capture of Dynamic Database Content

Patent No: **Child patent – number assignment pending**

Source Editing, Internationalization, Advanced Configuration Wizard, And Summary Page Selection For Information Automation Systems

Patent No: **pending**

Extensible Data Engine And Extensible Workflow For Information Automation Systems

Patent No: **pending**

Registered trademark: **BrightPlanet®**

[Redacted]

[Redacted]

**CLARIFICATION TO EXHIBIT 6(i) OF
VOLUNTARY FORECLOSURE AGREEMENT**

This Clarification identifies with greater particularity the patent assets specified in Exhibit 6(i) of the Voluntary Foreclosure Agreement executed April 30, 2009 (hereinafter, the "Agreement"). No change is made to the substance of the Agreement.

The table below provides a complete listing of the patent assets that were the subject of the Agreement. Specific clarifications are identified below.

Application No.	Patent No.	Issue Date	Type of Right owned by BrightPlanet Corp.	Title
09/911,452	6,711,569	Mar. 23, 2004	Assignment from inventor executed July 23, 2001 and recorded July 24, 2001	Method for Automatic Selection of Databases for Searching
09/911,432	6,741,979	May 25, 2004	Right to obtain assignment from inventor	System And Method for Flexible Indexing of Document Content
09/911,434	7,146,409	Dec. 5, 2006	Assignment from inventors executed July 23, 2001 and recorded July 24, 2001	System And Method for Efficient Control and Capture of Dynamic Database Content
09/911,435	7,240,045	Jul. 3, 2007	Assignment from inventor executed July 23, 2001 and recorded July 24, 2001	Automatic System for Configuring to Dynamic Database Search Forms
09/911,522	7,249,122	Jul. 24, 2007	Assignment from inventors executed July 23, 2001 and recorded July 23, 2001	Method and System for Automatic Harvesting and Qualification of Dynamic Database Content
11/633,673	7,676,555	Mar. 9, 2010	Assignment from inventors executed March 5, 2007 and recorded June 12, 2007	System And Method for Efficient Control and Capture of Dynamic Database Content
12/006,241	7,908,260	Mar. 15, 2011	Assignment from inventor executed July 2, 2008 and recorded November 3, 2008	Source Editing, Internationalization, Advanced Configuration Wizard, and Summary Page Selection for Information Automation Systems
12/012,612	Now Abandoned			Extensible Data Engine and Extensible Workflow for Information Automation Systems
12/648,088	Pending		Assignment from inventors executed March 5, 2007 and recorded September 28, 2010	System And Method for Efficient Control and Capture of Dynamic Database Content

The following clarifications are made:

- (a) The pending patent asset entitled "Source Editing, Internationalization, Advanced Configuration Wizard, And Summary Page Selection For Information Automation Systems" is now identified by its application serial number, 12/006,241. Subsequent to the execution of the Agreement, this application has been granted as U.S. Patent No. 7,908,260.
- (b) The pending patent asset entitled "Extensible Data Engine And Extensible Workflow For Information Automation Systems" has been abandoned subsequent to the execution of the Agreement.
- (c) The pending patent asset entitled "System And Method for Efficient Control and Capture of Dynamic Database Content" is identified as Application Serial No. 12/648,088, and Application Serial No. 11/633,673. Subsequent to the execution of the Agreement, the latter application has been granted as U.S. Patent No. 7,676,555.

I hereby certify that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true.

BrightPlanet Corporation

By:  Steven J. Pederson

Its: CEO

Date: 5/15/2012