

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Weather Central Holdings	07/30/2009
RECEIVING PARTY DATA	
Name:	Weather Central, LLC
Street Address:	401 Charmany Drive
Internal Address:	Suite 200
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53719
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7869953
CORRESPONDENCE DATA	
Fax Number:	4142259753
Phone:	414-225-6305
Email:	docketing@boylefred.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:	Boyle Fredrickson, S.C.
Address Line 1:	840 N. Plankinton Avenue
Address Line 2:	Michael S. Brayer
Address Line 4:	Milwaukee, WISCONSIN 53203
ATTORNEY DOCKET NUMBER:	1879.021A
NAME OF SUBMITTER:	Michael S. Brayer
Total Attachments: 4 source=00520030#page1.tif source=00520030#page2.tif source=00520030#page3.tif source=00520030#page4.tif	

CH \$40.00 7869953

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of the 30th day of July, 2009, by and between Weather Central Holdings, Inc. (f/k/a Weather Central, Inc.), a Wisconsin corporation ("Assignor"), and Weather Central, LLC, a Wisconsin limited liability company ("Assignee").

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, Assignor desires to contribute its assets and liabilities to Assignee as part of a plan of reorganization; and

WHEREAS, this Agreement is executed and delivered to effect such contribution.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Bill of Sale. Assignor has bargained and sold to, and by these presents does hereby sell, grant, convey, assign, transfer, set over and deliver to Assignee, all of Assignor's assets (the "Contributed Assets"), whether tangible or intangible, as shown on the books and records of Assignor at the close of business on July 30, 2009 (the "Assignor Records"), but excluding the claims, contract rights, and other assets set forth on Exhibit A attached hereto.

2. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to all commercial contracts, leases, licenses, and any other contract binding on or for the benefit of Assignor, other than those contracts and notes referenced on Exhibit A (the "Assigned Contracts"). To the extent that any contract for which assignment to Assignee is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. The Assignor agrees to use its reasonable best efforts to obtain the consent of such other party to the assignment of any such contract to Assignee in all cases in which such consent is or may be required for such assignment. If any such consent shall not be obtained, Assignor agrees to cooperate with Assignee in any reasonable arrangement designed to provide for Assignee the benefits intended to be assigned to Assignee under the relevant contract.

3. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment of the Contributed Assets and the Assigned Contracts and assumes and agrees to (i) be bound by all of the covenants, terms and obligations contained in the Assigned Contracts, and (ii) pay, perform, and discharge when due all liabilities, debts and obligations under the Assigned Contracts and all other liabilities, debts and obligations of Assignor shown on the Assignor Records except for payroll, payroll taxes and benefits and those certain promissory notes set forth on Exhibit A.

4. Further Actions. Each party agrees to take all further actions and to execute all further documents as the other may reasonably request in order to give effect to the purposes of this Agreement.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns, as the case may be.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof.

[Signature page follows]

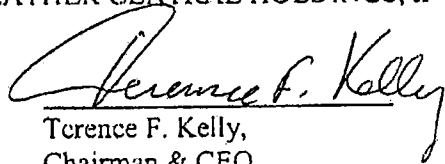
[Signature page to Contribution Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

ASSIGNOR:

WEATHER CENTRAL HOLDINGS, INC.

By:


Terence F. Kelly,
Chairman & CEO

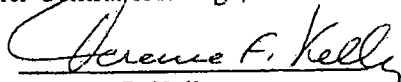
ASSIGNEE:

WEATHER CENTRAL, LLC

By:

Weather Central Holdings, Inc.

By:


Terence F. Kelly,
Chairman & CEO

[Signature Page to Contribution Agreement]

MADI_1807872

PATENT
REEL: 028627 FRAME: 0095

Exhibit A

Excluded Assets and Liabilities

1. All employment or other agreements by and between Assignor and the employees of Assignor, setting forth certain terms and conditions of the employment relationship between the employee and Assignor
2. Those certain employee benefit plans, as defined by Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended from time to time, provided by Assignor for the benefit of its employees and Assignor's Phantom Stock Plan, together with attendant Phantom Stock Agreements entered into pursuant to the Assignor's Phantom Stock Plan
3. Customer Agreement, effective March 1, 2007, between Assignor and Hewlett-Packard
4. Apple Developer Connection Terms & Conditions
5. That certain promissory note by Assignor in favor of Terry K. Shockley and Sandy K. Shockley, dated May 29, 2009, in the principal amount of \$391,093.19
6. That certain promissory note by Assignor in favor of Christopher W. Kelly, dated May 29, 2009, in the principal amount of \$353,445.64
7. That certain promissory note by Assignor in favor of Victor Marsh, dated May 29, 2009, in the principal amount of \$344,757.75
8. That certain promissory note by Assignor in favor of Toni K. Peterson and David R. Peterson, dated May 29, 2009, in the principal amount of \$5,791.93
9. That certain promissory note by Assignor in favor of Todd L. Shockley and Nicole R. Shockley, dated May 29, 2009, in the principal amount of \$5,791.93
10. That certain Buy-Sell Agreement and Partnership Agreement, dated February 23, 1999, as amended from time to time, by and among Assignor and shareholders and phantom stock holders of Assignor