

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Digg, Inc.	07/02/2012
RECEIVING PARTY DATA	
Name:	LinkedIn Corporation
Street Address:	1100 La Avenida St.
Internal Address:	Bldg. A
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	11474104
Application Number:	11474105
Application Number:	11474103
Patent Number:	7831928
Application Number:	12895719
Application Number:	12229528
Application Number:	12283139
Application Number:	12012509
Application Number:	12229535
Application Number:	12229527
Application Number:	12012515
Application Number:	12283136
Application Number:	12543503
Application Number:	12790877

OP \$680.00 11474104

Application Number:	12790878
Application Number:	12790880
Application Number:	12716221

# **CORRESPONDENCE DATA**

Fax Number: 5307591665

Phone: 530-759-1661

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*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: A. Richard Park

Address Line 1: Park, Vaughan, Fleming & Dowler LLP

Address Line 2: 2820 Fifth Street

Address Line 4: Davis, CALIFORNIA 95618

ATTORNEY DOCKET NUMBER:

LINKEDIN

NAME OF SUBMITTER:

A. Richard Park, Reg. No. 41,241

## **Total Attachments: 25**

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## PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (the "Agreement") is entered into by and between LinkedIn Corporation, a Delaware corporation with its principal place of business at 2029 Stierlin Court, Mountain View, CA 94043 ("LinkedIn") and Digg, Inc., a Delaware corporation, with its principal place of business at 1100 La Avenida Street, Bldg A, Mountain View CA 94043 ("Seller") and is effective as of July 2, 2012 (the "Effective Date"). The parties hereby agree as follows:

### 1. BACKGROUND

1.1 Seller owns certain patent applications and/or patents.

1.2 Seller wishes to sell to LinkedIn all right, title, and interest in such patents and applications and the causes of action to sue for infringement thereof and other enforcement rights.

1.3 LinkedIn wishes to purchase from Seller all right, title, and interest in such patents and applications and the causes of action to sue for infringement thereof and other enforcement rights, free and clear of any restrictions, liens, claims, and encumbrances other than as specified below in Section 4.3.

### 2. DEFINITIONS

"Affiliate" means any Entity in whatever country organized, that controls, is controlled by or is under common control of a party to this Agreement. The term "control" means. "Control" means (i) ownership of more than 50% of the outstanding stock or securities entitled to vote for the election of directors or similar managing authority of the subject entity; (ii) ownership of more than 50% of the ownership interest that represents the right to make decisions for the subject entity; or (iii) any other ability to elect more than half of the board of directors or similar managing authority of the subject entity, whether by contract or otherwise.

"Assigned Patent Rights" means the Patents and the additional rights set forth in Section 4.2.

"Delivery Date" has the meaning set forth in Section 3.2.

"Docket" means Seller's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Patents throughout the world, including, without limitation, the names, addresses, email addresses, and phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

"Entity" means any person, corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

"Executed Assignments" means both the executed and witnessed Assignment of Patent Rights in Exhibit C, as required by Section 3.1 and signed by a duly authorized representative of Seller, and the additional documents Seller may be required to execute and deliver under Section 5.3.

"Listed Patents" means the provisional patent applications, patent applications, and patents listed on Exhibit A.

"Patents" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, except continuations-in-part filed by the LinkedIn after the Effective Date, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were co-owned applications that

incorporate by reference, or are incorporated by reference into, the Listed Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b), except continuations-in-part filed by the LinkedIn after the Effective Date; (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); and (e) any item in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

**"Prosecution History Files"** means all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, filing, issuance and registration of the Patents, and such files, documents and tangible things known to by Seller constituting, comprising or relating to the assertion or enforcement of the Patents to the extent that they could be deemed to affect the scope, validity, patentability, or enforceability of the Patents.

### **3. DELIVERY, PAYMENT AND CLOSING**

**3.1 Delivery.** Seller will use diligent efforts to send to LinkedIn the items identified on **Exhibit B** (the "Deliverables") before or on the Effective Date. If originals of the Deliverables are not available and delivered to LinkedIn as of such time, Seller will cause (i) such originals of the Deliverables to be sent to LinkedIn promptly when such originals are located and (ii) Seller will deliver to LinkedIn an affidavit detailing Seller's efforts to locate such unavailable original documents and details regarding how delivered copies were obtained.

**3.2 Closing.** The closing of the sale of the Assigned Patent Rights hereunder will occur when all conditions set forth in Section 3.3 have been satisfied or waived and the payment set forth in Section 3.4 is made (the "Closing"). LinkedIn and Seller will carry out the Closing on the Effective Date.

**3.3 Closing Conditions.** The following are conditions precedent to LinkedIn's obligation to make the payment in Section 3.4.

(a) **Signature by Seller.** Seller timely executed this Agreement and delivered a copy of this executed Agreement to LinkedIn by not later than July 2, 2012 at 5:00 p.m. Pacific time and promptly delivered two (2) executed originals of this Agreement to LinkedIn.

(b) **Delivery of Deliverables.** Seller delivered to LinkedIn all the Deliverables as required by Section 3.1.

(c) **Compliance With Agreement.** Seller performed and complied in all material respects with all of the obligations under this Agreement that are to be performed or complied with by it on or prior to the Closing.

(d) **Representations and Warranties True.** LinkedIn is satisfied that, as of the Effective Date and as of the Closing, the representations and warranties of Seller contained in Section 6 are true and correct in all material respects.

(e) **Patents Not Abandoned.** LinkedIn is reasonably satisfied that, as of the Effective Date and as of the Closing, none of the assets that are included in the Patents have expired, lapsed, been abandoned, or deemed withdrawn (except as indicated on Exhibit A).

(f) Delivery of Executed Assignments. Seller caused the Executed Assignments attached as Exhibit C to be delivered to LinkedIn.

3.4 Payment. At Closing, LinkedIn will pay to Seller the amount of Three Million Three Hundred Thousand dollars (US \$3,300,000.00) by wire transfer. Prior to Closing, Seller will furnish LinkedIn with all necessary information to make the wire transfer to a designated bank account of Seller. LinkedIn may record the Executed Assignments with any applicable patent offices only on or after the Closing.

3.5 Transfer Taxes. Seller shall be solely responsible for the payment of, and shall pay when due, any federal, state, local, foreign or other tax, duty, levy, impost, fee, assessment or other governmental charge, including without limitation income, gross receipts, business, occupation, sales, stamp, value-added, excise (or similar transfer taxes), use, or other tax of any kind whatsoever and any premium, together with any interest, penalties, surcharges, fines and additions attributable to or imposed with respect to the foregoing (collectively "Taxes") that may be payable in connection with the sale or purchase of the Assigned Patent Rights and Seller shall pay, and indemnify LinkedIn against, any such Taxes.

#### 4. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS

4.1 Assignment of Patents. Upon the Closing but effective as of the Effective Date, Seller hereby sells, assigns, transfers, and conveys to LinkedIn, or shall have caused its Affiliates to sell, assign, transfer and convey to LinkedIn, all right, title, and interest in and to the Patents. Seller understands and acknowledges that if any of the Patents are assigned to Seller's Affiliates, Seller may be required prior to the Closing to perform certain actions to ensure that the foregoing sale, assignment, transfer and conveyance of the Patents is effective.

4.2 Assignment of Additional Rights. Upon the Closing but effective as of the Effective Date, Seller hereby also sells, assigns, transfers, and conveys to LinkedIn, or shall have caused its Affiliates to sell, assign, transfer and convey to LinkedIn, all right, title and interest in and to all:

(a) inventions, invention disclosures, and discoveries described in any of the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents;

(b) rights to apply in any or all countries of the world for patents, certificates of invention and utility models, claiming any inventions, invention disclosures, and discoveries described in any of the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents; and

(c) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the rights described in Section 4.2(b), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement, and (iv) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing (excluding any Existing Licenses, as defined under Section 4.3).

4.3 Existing Licenses. The transfers of the Assigned Patent Rights pursuant to Section 4.1 and 4.2 are subject to any licenses and covenants not to sue identified on Exhibit D executed on or prior to the Effective Date ("Existing Licenses"); any and all such Existing Licenses and the entities to which they apply are identified on Exhibit D hereunder. Other than the license grants and covenants not to sue described in the preceding sentence, LinkedIn will not assume the obligations under such existing licenses of, and covenants not to sue on, the Patents, and, for the avoidance of doubt, such existing licensing or covenant not to sue agreements and rights resulting from such agreements shall not be transferred to LinkedIn under this Agreement. For the avoidance of doubt, the Website License identified on Exhibit D will be and hereby is

granted to Seller (or its permitted assigns under the Website License) by LinkedIn effective immediately and automatically upon the Closing without needing to be signed and without any further action (although LinkedIn agrees that it will sign such Website Agreement immediately upon the Closing).

## **5. ADDITIONAL OBLIGATIONS**

### **5.1 Further Cooperation.** The following will apply and be effective only after the Closing:

(a) Upon LinkedIn's request, with reasonable notice given, and without additional consideration (other than reimbursement of costs and expenses), Seller shall execute any further papers and documents and do such other acts as may be necessary and proper to vest full title and transfer all rights and interest in and to the Assigned Patent Rights in LinkedIn (or its designee), including, without limitation, using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto LinkedIn the benefit of the transactions contemplated hereby. At LinkedIn's expense, Seller shall assist LinkedIn, and any successor, in every proper way to secure the LinkedIn's rights in the Assigned Patent Rights in any and all countries, including the disclosure to the LinkedIn of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the LinkedIn shall reasonably deem necessary in order to apply for, prosecute, and obtain such rights and in order to assign and convey to the LinkedIn, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to the Assigned Patent Rights.

(b) Limited Power of Attorney. Seller irrevocably constitutes and appoints LinkedIn, with full power of substitution, to be its true and lawful attorney, and in its name, place or stead, to execute, acknowledge, swear to and file, all instruments, conveyances, certificates, agreements and other documents Seller is obligated to sign under Section 5.1(a) and that are necessary to effectuate the transfer, or prosecution of the Assigned Patent Rights in accordance with the terms of this Agreement; provided, however, that such power shall be exercised by the LinkedIn only in the event that Seller fails to take the necessary actions required hereunder to affect or record such transfer, or prosecution of such Assigned Patent Rights within ten (10) days of LinkedIn's reasonable request, or ten (10) days prior to the deadline for taking the required action if earlier. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.

(c) Additional Releases. Without limiting Seller's other obligations hereunder, Seller shall promptly seek and obtain from its lenders the release of any liens that they may have on any Assigned Patent Rights, including any liens on any Patent that is determined to be an Assigned Patent Rights but that was not an Assigned Patent Right as of the Effective Date.

5.2 Privilege. To the extent any attorney-client privilege or the attorney work-product doctrine applies to any portion of the Prosecution History Files, Seller will ensure that, if any such portion of the Prosecution History File remains under Seller's possession or control after the Effective Date, it is not disclosed to any third party unless (a) disclosure is ordered by a court of competent jurisdiction, after all appropriate appeals to prevent disclosure have been exhausted, and (b) to the extent permissible, Seller gave LinkedIn prompt notice upon learning that any third party sought or intended to seek a court order requiring the disclosure of any such portion of the Prosecution History Files.

5.3 Additional Information. To the extent that any conception and reduction to practice information is not provided as part of the Deliverables, Seller shall promptly respond to LinkedIn's requests for any such additional information that may exist, if needed by LinkedIn in connection with the prosecution and enforcement of the Patents.

5.4 Payment of Fees. Seller will pay any maintenance fees, annuities, and the like due or payable on the Patents until the Closing. For the avoidance of doubt, Seller shall pay any maintenance fees for which the fee is payable (e.g., the fee payment window opens) on or prior to the Closing, unless the surcharge date or final deadline for payment of such fee would be after the Closing.

5.5 Foreign Assignments. To the extent the Patents include non-United States patents and patent applications, Seller will deliver to LinkedIn executed documents in a form as may be required in the non-U.S. jurisdiction in order to perfect the assignment to LinkedIn of the non-U.S. patents and patent applications.

5.6 Disclosure of Licensees. Notwithstanding the provisions of Section 4.3, LinkedIn may ask from Seller whether a certain Entity is licensed under the Patents. Seller will, with reasonable commercial promptness, disclose to Seller whether such Entity is licensed provided that Seller is not legally prevented from the disclosure (including but not limited to confidentiality obligations towards such licensee).

5.7 Conduct. Seller shall not knowingly engage in any act or conduct, or omit to perform any necessary act, the result of which would invalidate any portion of any of the Assigned Patent Rights or render any portion of them unenforceable.

## 6. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to LinkedIn as follows that as of the Effective Date and as of Closing:

6.1 Authority. Seller is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation is duly qualified and is in good standing under the laws of each jurisdiction in which the character of the properties and assets now owned or held by it or the nature of the business now conducted by it requires it to be so licensed or qualified. Seller has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights to LinkedIn. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity.

6.2 No Conflict; No Consents. The execution and delivery of this Agreement and the performance of the obligations of Seller hereunder will not (i) violate or be in conflict with any provision of law, any order, rule or regulation of any court or other agency of government, or any provision of Seller's articles of incorporation or bylaws, (ii) violate, be in conflict with, result in a breach of, constitute (with or without notice or lapse of time or both) a default under, or result in the acceleration of any obligations under, any indenture, agreement, lease or other instrument to which Seller is a party or by which it or any of its properties are bound, or (iii) result in the creation or imposition of any liens, claims, mortgages, security interests or other encumbrances, and restrictions ("Encumbrance") upon any of the Assigned Patent Rights. No consent, approval or authorization of or declaration or filing with any governmental entity or other person or entity on the part of Seller is required in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby. There are no existing binding contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Assigned Patent Rights.

6.3 Title and Contest. Seller owns all right, title, and interest to the Assigned Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents when issued. Seller have obtained and properly recorded previously executed assignments for the Patents as necessary to

fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction.

6.4 No Encumbrances. The Assigned Patent Rights are free and clear of all Encumbrances, except for the existing licenses and covenants not to sue described in Section 4.3.

6.5 No Proceedings. To Seller's knowledge, there are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Assigned Patent Rights. As of the Effective Date, no Assigned Patent Rights are subject to any outstanding decree, order, judgment, settlement agreement or stipulation. None of the Assigned Patent Rights has been or is currently involved in any reexamination, reissue, opposition, interference proceeding, or any similar proceeding, and, to Seller's knowledge, no such proceedings are pending or threatened.

6.6 Public Use, Disclosure or Sale. To Seller's knowledge, except (a) as reflected in the Prosecution History Files and (b) that the time to file foreign patent applications has passed and (c) that the time to file full applications based on provisional applications has passed, for each Assigned Patent Right, no acts or omissions of Seller, or any party acting on behalf of or at the direction of Seller, have or shall invalidate or hinder enforcement of such Patent under the laws of any jurisdiction (including under 35 U.S.C. §102(b)) including as a result of (i) disclosure of the invention or circulation of a printed publication that describes the claimed invention, (ii) public use of the claimed invention, or (iii) sale or offer for sale of the claimed invention prior to the application for such Patent.

6.7 Standards Bodies. Seller has not participated in any standards body, patent pools, or similar formal or informal organization ("Standards Body") or made any commitments to, offers made to, or agreements with such Standards Bodies applicable to any Assigned Patent Rights. The Assigned Patent Rights are not subject to any Standards Body obligations.

6.8 No Co-Developers. None of the Assigned Patent Rights were developed by, on behalf of, jointly with, or with the funding of, a third party. None of the Assigned Patent Rights were developed by, on behalf of, jointly with, or using grants or funding of any governmental entity, college, university, or educational institution.

6.9 No Notice. Seller has not put any third party on notice of actual or potential infringement of any Assigned Patent Rights. Seller has not invited any third party to enter into a license under any of the Assigned Patent Rights. Seller has not initiated any enforcement action with respect to any of the Assigned Patent Rights.

6.10 Existing Licenses. After the Effective Date, none of Seller or its Affiliates, any prior owner, or any inventor will retain any rights or interest in the Assigned Patent Rights, except as described in Section 4.3. There are no Existing Licenses other than those identified in Exhibit D.

6.11 Validity and Enforceability. None of the Assigned Patent Rights has ever been found invalid, unpatentable, or unenforceable for any reason in a final decision in any administrative, arbitration, judicial or other proceeding and, except as communicated to or from the United States Patent and Trademark Office and included in the Prosecution History Files, Seller has not received any notice or information of any kind from any source suggesting that the Assigned Patent Rights may be invalid or unenforceable. To Seller's knowledge, except (a) as reflected in the Prosecution History Files and (b) that the time to file foreign patent applications has passed and (c) that the time to file full applications based on provisional applications has passed, none of the Assigned Patent Rights is invalid or unenforceable, nor is Seller aware of any facts or circumstances that it reasonably believes would render any Assigned Patent Rights invalid or unenforceable. To the extent "small entity" fees at the time of such payment were paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate because the payor qualified to pay



"small entity" fees and specifically had not licensed rights in any Patent to an Entity that was not a "small entity."

6.12 Conduct. Seller or its agents or representatives have not engaged in any act or conduct that constitutes patent misuse or misrepresented Seller's or its Affiliates' patent rights to a standard-setting organization with respect to the Assigned Patent Rights. There is no obligation imposed by a standards-setting organization on Seller or, to Seller's knowledge, LinkedIn to license any of the Assigned Patent Rights on particular terms or conditions.

6.13 Fees. All maintenance fees, annuities, and the like due or payable on the Listed Patents have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable (e.g., the fee payment window opens) unless the surcharge date or final deadline for payment of such fee would be in the future. Except as set forth in Exhibit [E], there are no actions that must be taken by Seller or LinkedIn within 30 days of executing this Agreement, including the payment of any filing, registration, maintenance or renewal fees or the filing of any responses to with any government entity, including office actions, documents, applications or certificates for the purposes of prosecuting, maintaining, perfecting or preserving or renewing any Listed Patents. There are no royalties, honoraria, fees or other payments payable by Seller to any third party by reason of the ownership, use, possession, license, sale, or disposition of any Assigned Patent Rights.

6.14 No Brokers or Finders. There are no broker's or finder's fees to be paid by Seller, and Seller has no knowledge of, and has taken no action which would give rise to, any claim for a broker's or finder's fee to be paid by LinkedIn in connection with the consummation of the transactions provided for in this Agreement.

## 7. MISCELLANEOUS

7.1 Disclaimer of Representations and Warranties. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT FOR THEIR RESPECTIVE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 Limitation of Liability. NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE PURCHASE PRICE SET FORTH IN SECTION 3.4. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION 7.2 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.3 Limitation on Consequential Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**7.4 Compliance With Laws.** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

**7.5 Confidentiality of Terms.** The parties hereto will keep the terms and existence of this Agreement and the identities of the parties hereto and their Affiliates confidential and will not now or hereafter divulge any of such information to any third party except (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including, without limitation, in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to its legal counsel, accountants, insurers, indemnitors, indemnitees, banks and financing sources and their advisors solely in connection with complying with its obligations under this Agreement; (e) by LinkedIn, only as necessary in order to perfect LinkedIn's interest in the Assigned Patent Rights with any governmental agency (including, without limitation, recording the Executed Assignments of Exhibit C in any governmental patent office); (f) to inform either party's existing licensees or prospective licensees of the Seller's assignment to LinkedIn of the assets assigned by this Agreement (provided that Seller shall not identify LinkedIn); or (g) to enforce LinkedIn's right, title, and interest in and to the Assigned Patent Rights; provided that, in (b) and (c) above, (i) to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) if legally permissible, the disclosing party will provide the other party with at least ten (10) calendar days' prior written notice of such disclosure. Without limiting the foregoing, Seller will cause its agents involved in this transaction to abide by the terms of this Section, including, without limitation, ensuring that such agents do not disclose or otherwise publicize the existence of this transaction with actual or potential clients in marketing materials, or industry conferences. In the event of any breach or default, threatened or otherwise, under this Section, the parties acknowledge and agree that damages alone would be insufficient to compensate for any such breach or default and that irreparable harm would result from such breach or default. Consequently, in the event of any such breach or default, or any threat of such breach or default by either party, then the other party will be entitled to temporary or permanent injunctive relief, specific performance and such other equitable relief as may be appropriate in the circumstances in order to restrain or enjoin such breach or default. These remedies will not be the exclusive remedies for violation of the terms of the confidentiality obligations contained in this Section, but will be in addition to all other remedies available to the parties at law or in equity. The parties acknowledge that the Nondisclosure Agreement between the parties dated 5/2/2012 remains in effect and applies to disclosures made under this Agreement, except that it will terminate upon Closing.

**7.6 Governing Law; Venue/Jurisdiction.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles to the contrary. Seller irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

**7.7 Notices.** All notices given hereunder will be given in writing (in English or with an English translation), will refer to LinkedIn, Seller, and to this Agreement (using the reference number at the top of this Agreement) and will be delivered to the address set forth below by (i) personal delivery, or (ii) delivery postage prepaid by an internationally-recognized express courier service:

**If to LinkedIn**

LinkedIn Corporation  
2029 Stierlin Ct,  
Mountain View CA 94043  
USA  
Attn: General Counsel

**If to Seller**

Digg, Inc.  
1100 La Avenida Street, Bldg A  
Mountain View, CA 94043  
USA  
Attn: Bernie Murphy, Sherwood

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier or (b) if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this Section.

**7.8 Relationship of Parties.** The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

**7.9 Remedies.** Seller's sole and exclusive remedy in the event of any claim, dispute, or controversy under this Agreement will be the recovery of money damages, subject to the disclaimer and limitations set forth in this Agreement, including, without limitation, those in Sections 7.1 through 7.3 and injunctive relief.

**7.10 Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid or unenforceable provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

**7.11 Waiver.** Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

**7.12 Termination.** In the event that the Closing has not occurred on the Effective Date, either party may terminate this Agreement by written notice to the other party. Upon termination, Buyer shall return all Deliverables received from Seller hereunder. The provisions of Section 7 of this Agreement shall survive the termination of this Agreement.

**7.13 Asset Purchase.** The transaction contemplated under this Agreement is strictly an asset purchase, and LinkedIn is not taking any assignment of any debt, obligation, or other encumbrance, except as noted in Section 4.3, on any of the Assigned Patent Rights.

**7.14 Miscellaneous.** This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or

beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The following exhibits are attached hereto and incorporated herein: **Exhibit A** (entitled "Listed Patents"), **Exhibit B** (entitled "Deliverables"), **Exhibit C** (entitled "Assignment of Patent Rights"), **Exhibit D** (entitled "Existing Licenses") and **Exhibit E** (required actions).

**7.15 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Patent Purchase Agreement as of the execution date set forth below.

**SELLER:**

By: 

Name: Matt Williams

Title: CEO

Date: 7/2/12

**LINKEDIN:**

By: 

Name: Steve Sordello

Title: CFO

Date: 7/2/12

 **Linked   
Legal**

**EXHIBIT A**  
**List of Patents**

Patent Number	Serial #	Filing Date	Status	Type	Patent #	Title
DIGGP001	11/474,104	8/22/2008	Pending	Utility		Accepting Third Party Content Contributions
DIGGP002	11/474,105	8/22/2008	Pending	Utility		Recording and Indicating Preferences
DIGGP003	11/474,103	8/22/2008	Pending	Utility		Event Visualization
DIGGP004+	60/816,252	8/22/2008	Abandoned	Provisional		Content Portal
DIGGP005	11/880,483	7/19/2007	Issued	Utility	US7631928	Content Visualization
DIGGP005+	60/832,056	7/19/2006	Abandoned	Provisional		Content Visualization
DIGGP006C1	12/858,719	9/30/2010	Pending	Utility		Content Visualization
DIGGP006	12/229,528	9/30/2010	Pending	Utility		Promoting Content
DIGGP006+	60/985,850	8/22/2007	Converted	Provisional		Finding and Using Content Predictors
DIGGP007	12/283,139	9/8/2008	Pending	Utility		Detecting Associates
DIGGP007+	60/967,910	9/8/2007	Converted	Provisional		Detecting Associates and Automatically Adapting Thresholds
DIGGP008	12/012,509	2/1/2008	Pending	Utility		Dynamic Submission and Preference Indicator
DIGGP008+	60/899,098	2/1/2007	Converted	Provisional		Dynamic Submission and Preference Indicator
DIGGP009	12/229,535	8/22/2008	Pending	Utility		Indicating a content preference
DIGGP009+	60/993,581	9/12/2007	Converted	Provisional		Indicating a content preference
DIGGP010	12/229,527	8/22/2008	Pending	Utility		Evaluating Content
DIGGP010+	60/885,863	8/22/2007	Converted	Provisional		Burying Content
DIGGP011	12/012,515	1/31/2008	Pending	Utility		Content Alerts
DIGGP011+	60/899,097	2/1/2007	Converted	Provisional		Content Alerts
DIGGP012	12/283,136	9/8/2008	Pending	Utility		Adapting Thresholds
DIGGP013	12/545,503	8/18/2009	Pending	Utility		Audience Platform
DIGGP013+	61/182,745	5/31/2009	Converted	Provisional		Audience Platform
DIGGP014	12/790,877	5/31/2010	Pending	Utility		Recommendation Engine
DIGGP014+	61/182,758	5/31/2009	Converted	Provisional		Recommendation Engine
DIGGP015	12/790,878	5/31/2010	Pending	Utility		Evaluating an Item Based on User Reputation Information
DIGGP015+	61/182,760	5/31/2009	Converted	Provisional		Connecting Users and Activities
DIGGP016	12/790,880	5/31/2010	Pending	Utility		Determining Advertising Preferences
DIGGP016+	61/183,923	6/3/2009	Converted	Provisional		Determining Advertising Preferences
DIGGP017	12/716,221	3/2/2010	Pending	Utility		Including Content Items in Advertisements
DIGGP018	Not Filed	N/A	Not Filed	N/A		Location Based Voting
DIGGP018+	61/859,744	8/14/2012	Pending	Provisional		Location Based Voting
DIGGP019+	61/476,770	4/19/2011	Abandoned	Provisional		News Room

**EXHIBIT B**  
**DELIVERABLES**

Seller will cause the following to be delivered to LinkedIn within the time provided in Section 3.1 of the attached Patent Purchase Agreement:

- (a) **U.S. Patents.** For each item of the Patents that is an issued United States patent,
  - (i) the original
    - (A) ribbon copy issued by the United States Patent and Trademark Office, and
    - (B) all available conception and reduction to practice materials (with respect to U.S. Patents only), and
  - (ii) a copy of
    - (A) the publicly available file history (in PDF format),
    - (B) all assignments, and
    - (C) the Docket.
- (b) **Patent Applications.** For each item of the Patents that is a patent application,
  - (i) a copy of the patent application, as filed,
  - (ii) if unpublished, a copy of the filing receipt and the non-publication request, if available,
  - (iii) a copy of all assignments,
  - (iv) the Docket,
  - (v) all available conception and reduction to practice materials,
  - (vi) evidence of foreign filing license (or denial thereof), and
  - (vii) the Prosecution History Files (to the extent delivery isn't practical with respect to any tangible thing, Licensee will provide reference to such tangible thing).
- (c) **Non-U.S.** For each item of the Patents for which a non-United States patent or similar protection has been issued or granted,
  - (i) the original ribbon copy or certificate issued by the applicable government, if available,
  - (ii) a copy of each pending foreign application,
  - (iii) a copy of all assignments,
  - (iv) the Docket, and
  - (v) a copy of applicant name change, if necessary.
- (d) **Enforcement Activities.** Any correspondence, filings or other documents pursuant to which Seller has (i) put a third party on notice of actual or potential infringement of any of the Patents, (ii) formally invited any third party to enter into a license under any of the Patents, or (iii) initiated any enforcement action with respect to any of the Patents.
- (e) **Patent Office Proceedings.** A list of Patents that have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and such proceedings that are pending or threatened.
- (f) **Assignment of Patent Rights.** An Assignment of Patent Rights in the form set forth in Exhibit C, executed and witnessed by Seller, or if applicable, its Affiliates.

(g) Patent Marking. A listing of all products and services upon which any of the Patents have been marked, in addition to the dates such marking began and ended, respectively.

(h) Existing Licenses. A copy of any and all Existing Licenses described in Section 4.3 and/or Exhibit D.

(i) Merger or Change of Name Documents. A copy of any and all merger or change of name documents (such as those related to a change of an Entity's name after or upon a merger) or other such documents relating to any of the Seller or its predecessor entities, as necessary to establish chain of title for any of the Patents, and in a form suitable for recordation with any applicable patent offices.

(j) Security Agreements. A copy of any and all security agreements and their corresponding releases relating to any of the Patents.

(k) Wire Transfer Information. Seller will furnish LinkedIn with all necessary information to make a wire transfer to a designated bank account of Seller.

## EXHIBIT C

### ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is executed, acknowledged and delivered by Digg, Inc., a Delaware corporation, with its principal place of business at 1100 La Avenida Street, Bldg A, Mountain View CA 94043 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Patent Purchase Agreement having an Effective Date of July 2, 2012 (the "Agreement") between Assignor, as Seller and LinkedIn Corporation, a Delaware corporation, with its principal place of business at 2029 Stierlin Ct, Mountain View CA 94043 ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"Listed Patents" means the provisional patent applications, patent applications, and patents listed on Exhibit A.

"Patents" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Listed Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; and (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

#### NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.



This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 2nd day of July 2012.

**ASSIGNOR:**

Digg, Inc.

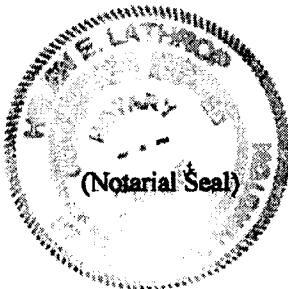
By: *Matthew Williams*

Name: Matthew Williams

Title: CEO

**NOTARIZATION MUST BE ON THIS PAGE**

Subscribed and sworn to before me this 2nd day of July, 2012



Signature: *Matthew Williams*

Notary Public

**EXHIBIT D**  
**EXISTING LICENSES**

<b>Licensed Entity Name</b>	<b>Agreement Title</b>	<b>Effective Date</b>
<b>The Washington Post</b>	<b>Patent License Agreement</b>	<b>May 8, 2012</b>
<b>Digg or Website Buyer</b>	<b>Patent License Agreement in the form attached as Exhibit F (the "Website License")</b>	<b>Upon the Closing as described in Section 4.3</b>

**EXHIBIT E**  
**Required Actions**

**[Intentionally Left Blank]**

**EXHIBIT F**

**License Agreement**

**[See Attached]**

## PATENT LICENSE AGREEMENT

This PATENT LICENSE AGREEMENT (this "License Agreement") is made as of the 2<sup>nd</sup> day of July, 2012, by and between Digg, Inc, a Delaware corporation with an address at 1100 La Avenida St, Bldg A, Mountain View, CA 94043 (the "Licensee"), and LinkedIn Corporation, a Delaware limited liability company with an address at 2029 Stierlin Court, Mountain View, CA 94043 (the "Licensor").

WHEREAS, Licensor and Licensee have entered into a certain Patent Purchase Agreement pursuant to which the Licensor is purchasing all of Licensee's patents and patent applications, including those United States Patents listed on Schedule A and attached hereto (which are all the patents and applications specifically identified in the Patent Purchase Agreement), pursuant to a Patent Purchase Agreement between the parties dated July 2, 2012 (the foregoing, together with anything else within the definition of Assigned Patent Rights under such Patent Purchase Agreement (which are all the rights assigned under such Agreement), are referred to herein collectively as "Patents"); and

WHEREAS, the Licensee wishes to obtain, and the Licensor is willing to grant to the Licensee, a nonexclusive license-back under such Patents on the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

### 1. Definitions.

(a) "Affiliate" means any entity that Controls, is Controlled by or under the common Control of the named entity. For the purposes of the foregoing, "Control" means direct or indirect possession of the power to direct or cause the direction of management or policies of an entity through ownership of a majority of the securities having ordinary voting power for the election of directors (or other governing members) of an entity. An entity will only be an Affiliate for such period of time as such entity constitutes an Affiliate of the named entity.

(b) "Digg Trademark" means (a) "Digg" and/or variations thereof, and/or (b) any trademark, and/or variations thereof, owned by the person or entity that was the permitted assignee of this Agreement in connection with a Website Transfer (as defined in Section 10).

(c) "Foundry Products and Services" means products, apparatus, systems, methods or services that are either (A) designed by or for an unlicensed third party without significant input from Licensee (including predecessor Licensees), and made, reproduced, sold, leased, licensed, offered, provided, or otherwise transferred from or under the authority of the Licensee primarily to such third party or primarily to direct or indirect customers of such third party; or (B) designed, manufactured, reproduced, sold, leased, licensed, offered, provided or otherwise transferred through or by or under the authority of the Licensee to (X) immunize such products, apparatus, systems, methods or services with respect to any Licensed Patent for the primary benefit of a third party that would otherwise have been viewed as the source thereof and

would have required a license to the Licensed Patents or (Y) circumventing the sublicense or assignment prohibition or limitations set forth in this Agreement.

(d) "Licensed Field" means (a) aggregating image, video and text content for display online as sorted and ranked by user vote and/or user activity; (b) creation and display of contextual ad units within a content stream; and (c) optimization of contextual ad unit display through the use of user activity and/or user voting. For the avoidance of doubt, the Licensed Field will be deemed to include all activities conducted as part of the business of Licensee on or before May 09, 2012.

(e) "Licensed Patents" means Patents and any foreign and other patents issuing on or claiming priority to the corresponding applications and any divisionals, continuations, continuations-in-part, reissues or reexaminations of any such applications or patents.

(f) "Licensed Products and Services" means services, processes, products, apparatus or systems within the Licensed Field operated and/or provided under a Digg Trademark. For the avoidance of doubt, "Licensed Products and Services" includes a third-party's use of Licensee APIs and distribution and display of Licensee functionality by third parties, in each case within the Licensed Field and in connection with a Digg Trademark (e.g., the Digg button).

## 2. License.

(a) License Grant. Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee and the Licensee accepts from the Licensor, a non-transferable (except as permitted in Section 10), non-exclusive, worldwide, fully paid-up, royalty-free, perpetual, irrevocable, non-sublicensable license under the Licensed Patents (i) to make, have made, use, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, and/or lease Licensed Products and Services, and (ii) to practice any method covered by the claims of the Licensed Patents in connection with the Licensed Products and Services; provided, however, that the foregoing rights in this section 2(a) do not include Foundry Products and Services. The rights conferred in this Section 2 shall extend to the Licensee's suppliers, fabricators or other contract partners solely with respect to their provision of services to Licensee provided in support of the Licensed Products and Services. Licensee acknowledges and agrees that the license granted hereunder is only for the Licensed Patents, and not any other patents of Licensor or its Affiliates existing now or in the future.

3. Term and Termination. The Term of such license grants shall be for the term of the respective patent included within the Licensed Patent; *provided however*, the license can be terminated as follows: (i) Licensee materially breaches this Agreement which breach is not cured within 90 days of its receipt of written notice of breach from Licensor; or (ii) effective as of the date such action is commenced, if Licensee or its Affiliates (or their designee) first Asserts (defined below), or threatens in writing to first Assert, that any actions, services, products, systems, programs, software, technology, devices and/or components of Licensor and/or its Affiliates that are Asserted against Licensor or its Affiliates (or their customers or users for their use thereof) (including as a declaratory action, cross claim or counterclaim unless otherwise

indicated below) directly or indirectly infringes any patent, and Licensee or its Affiliates does not withdraw and void such assertion or threatened assertion within thirty (30) days after written notice from Licensor that the license hereunder will be terminated due to the Assertion. "Assert" means to initiate or pursue an action or Claim (defined below) of any nature before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or in part (e.g., United States State and Federal Courts, the United States International Trade Commission and any foreign counterparts of any of the foregoing). Assert includes, without limitation, the presentation of a claims chart, or similar; and, an invitation to take a patent license under an identified patent or group of patents. "Claim" means any and all suits, claims, demands, rights of action and/or causes of action of any kind or character whatsoever, including claims for liabilities, attorneys' fees, costs and/or expenses. For the avoidance of doubt, to "first Assert" or "threaten to first Assert" does not include an action for declaratory judgment or an action, counterclaim, affirmative defense or other responsive action against a party or its Affiliates (or their customers or users for their use of any services, products, systems, programs, software, technology, devices and/or components of such party and/or its Affiliates) following any patent-related assertion first asserted against the other party or its Affiliates (or their customers or users for their use of any services, products, systems, programs, software, technology, devices and/or components of such party and/or its Affiliates) by the first party or its Affiliates.

4. Patent Marking. To the extent requested by Licensor in a writing specifically stating which Licensed Patents it believes cover which products, the Licensee agrees to mark any Licensed Products and Services under the License with the statement "Licensed under United States Patent No. \_\_\_\_\_", to the extent reasonable, known to Licensee and permitted and/or required by applicable law. Any request by Licensor to mark under this Section 4, shall not be deemed an Assertion or a Claim under Section 3.

5. Relationship of Parties. Nothing herein shall be construed to create any partnership, joint venture, agency or similar relationship, or to subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

6. Entire Agreement. Each party acknowledges that it has read this Agreement, fully understands it, and agrees to be bound by its terms and further agrees that this Agreement along with the Patent Purchase Agreement entered into between the parties concurrently on the Effective Date are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the subject matter of this Agreement. This Agreement cannot be modified or altered except by a written instrument duly executed by both parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

7. Warranties and Warranty Disclaimer. THE LICENSED PATENTS ARE PROVIDED BY LICENSOR "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND, AND LICENSOR EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED

WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. Further, the provision that is held to be invalid, illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.

9. **Construction.** All disputes arising out of this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws.

10. **Binding Effect and Assignment.** Subject to the terms of this Section 10, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. Licensor may freely assign and transfer this Agreement and/or the Licensed Patents, provided it being understood and agreed that the Licensed Patents remain subject to the license granted hereunder. Licensee may not assign or transfer this Agreement in whole or in part (including an assignment to an Affiliate or other third party in connection with a merger or change of control) without the prior written consent of Licensor, except that

(a) Within 120 days following the Effective Date, and prior to any transfer under (b) or (c) herein, Licensee may, one time only (under this clause (a)), assign this Agreement without the written consent of Licensor to a person or entity that is a Non-Public Company (as defined below) who purchases the Digg website (and/or the principal assets associated therewith and/or the entity controlling such website) by any means of a transaction (the "Website Transfer"), and

(b) If, instead of or following such Website Transfer, but prior to any transfer under (c) herein, Licensee (including the assignee in connection with the Website Transfer) may, one time only (under this clause (b)), assign this Agreement, by operation of law or otherwise, without the written consent of Licensor to a Non-Public Company with Gross Revenues in its last fiscal year before such assignment of seventy-five million dollars (U.S. \$75,000,000.00) or less, succeeding to all or substantially all the assets or business of Licensee by merger, purchase of assets, stock purchase or the like (such business and/or assets are the "Acquired Business"); and

(c) If, following a transfer or transfers under (a) and/or (b) herein, or if neither clause (a) nor clause (b) is available, the Acquired Business is further sold or reorganized by merger, purchase of all or substantially all of the relevant assets, stock purchase or the like, this Agreement may, one time only (under this clause (c)), also be assigned without the written consent of Licensor, provided, however, that commencing on such an assignment under this clause (c) the license hereunder shall be limited to:



(i) The Licensed Products and Services that were bona fide sold, offered for sale, provided, or being developed under the license granted herein by the Licensee (assignor) at the time of such assignment (and, if in development, are generally commercially released within 120 days after such assignment), and

(ii) Any updates or bug fixes of such Licensed Products and Services that are also within the Licensed Field,

and shall not apply to the other products or services of or from the subsequent acquiror.

(d) Any assignment or transfer in violation of this Section 10 shall be null and void.

(e) Licensee will promptly notify Licensor of any permitted assignment, but in any case within 60 days after the permitted assignment. Failure to provide such notice will be considered a material breach.

(f) For the avoidance of doubt, (x) an "update" may include improvements and enhancements to existing features and functionality, but does not include new features or functionality; and (y) any permitted assignee hereunder may assign this Agreement and the rights hereunder without the permission of Licensor to any Affiliate in connection with a reorganization (but not in connection with a merger or other change of control). A "Non-Public Company" means a company (including any of its Affiliates) that is: (1) not required to register a security with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934, and/or (2) the securities of which are not traded on any public stock exchange outside the United States (e.g., the London Stock Exchange and the Hong Kong Stock Exchange). For the avoidance of doubt, trading in a company's unregistered restricted securities (e.g., Second Market) would not, by itself, cause that company to lose its Non-Public Company status. "Gross Revenues" means a company's gross revenue combined with the gross revenue of all of such company's Affiliates.

11. Compliance with Laws. In exercising their rights under this license, the parties shall fully comply in all material respects with the requirements of any and all applicable laws, regulations, rules and orders of any governmental body having jurisdiction over the exercise of rights under this Agreement.

12. Use of Name. Nothing in this Agreement constitutes a right to use in advertising or publicity or other promotional activities any name, trade name, trademark or other designation of the other party. Neither party shall make, or cause to be made, any press release or public announcement in respect of this Agreement (including the existence thereof) without the prior written consent of the other. Notwithstanding the foregoing, where an announcement is required by law or stock exchange rules or regulations, the party required to make such an announcement shall notify the other party of such (and provide a copy of such to the other party) as soon as practicable in advance of such announcement and, to the extent practical, take the views of the other party in respect of such announcement into account prior to making such announcement.

13. Notices. Notices to either party under or relating to this Agreement shall be in writing to the address indicated on the first page of this Agreement, or to such subsequent

address as either party may specify by notice to the other, and shall be deemed effective when received, or on the second day following the date of postmark if sent by prepaid certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as an instrument under seal as of the date first above written.

**Digg, Inc.**

By: 

Name: *Matt Williams*

Title: *CEO*

**LinkedIn Corporation Inc.**

By: 

Name: *Steve Sordello*

Title: *CFO*

Notices to:

Digg, Inc.

1100 La Avenida Street, Bldg A

Mountain View, CA 94043

Attn: Bernie Murphy, Sherwood

Notices to:

LinkedIn Corporation

2029 Stierlin Ct

Mountain View, CA 94043

Attn: General Counsel

 **LinkedIn**  
**Legal**

**PATENT**

**REEL: 028757 FRAME: 0252**

# Schedule A

Large Matter #	Serial #	Filing Date	Status	Type	Patent #	Title
DIGGP001	11/474,104	6/22/2006	Pending	Utility		Accessing Third Party Content Contributions
DIGGP002	11/474,106	6/22/2006	Pending	Utility		Recording and Indicating Preferences
DIGGP003	11/474,108	6/22/2006	Pending	Utility		Event Visualization
DIGGP004+	60/816,252	6/22/2006	Abandoned	Provisional		Content Portal
DIGGP005	11/690,463	7/19/2007	Issued	Utility	US 7631928	Content Visualization
DIGGP005+	60/832,056	7/19/2006	Abandoned	Provisional		Content Visualization
DIGGP005C1	12/896,719	9/30/2010	Pending	Utility		Content Visualization
DIGGP006	12/229,528	9/30/2010	Pending	Utility		Promoting Content
DIGGP006+	60/966,850	8/22/2007	Converted	Provisional		Finding and Using Content Predictions
DIGGP007	12/283,139	9/8/2008	Pending	Utility		Detecting Associates
DIGGP007+	60/967,916	8/6/2007	Converted	Provisional		Detecting Associates and Automatically Adapting Thresholds
DIGGP008	12/012,509	2/1/2008	Pending	Utility		Dynamic Submission and Preference Indicator
DIGGP008+	60/899,096	2/1/2007	Converted	Provisional		Dynamic Submission and Preference Indicator
DIGGP009	12/229,536	8/22/2008	Pending	Utility		Indicating a content preference
DIGGP009+	60/893,581	9/12/2007	Converted	Provisional		Indicating a content preference
DIGGP010	12/229,527	8/22/2008	Pending	Utility		Evaluating Content
DIGGP010+	60/966,853	8/22/2007	Converted	Provisional		Burying Content
DIGGP011	12/012,515	1/31/2008	Pending	Utility		Content Alerts
DIGGP011+	60/899,097	2/1/2007	Converted	Provisional		Content Alerts
DIGGP012	12/283,136	9/8/2008	Pending	Utility		Adapting Thresholds
DIGGP013	12/543,803	5/18/2009	Pending	Utility		Audience Platform
DIGGP013+	61/182,745	5/31/2009	Converted	Provisional		Audience Platform
DIGGP014	12/790,877	5/31/2010	Pending	Utility		Recommendation Engine
DIGGP014+	61/182,758	5/31/2009	Converted	Provisional		Recommendation Engine
DIGGP015	12/790,878	5/31/2010	Pending	Utility		Evaluating an Item Based on User Reputation Information
DIGGP015+	61/182,750	5/31/2009	Converted	Provisional		Connecting Users and Activities
DIGGP016	12/790,880	5/31/2010	Pending	Utility		Determining Advertising Preferences
DIGGP016+	61/183,923	6/3/2009	Converted	Provisional		Determining Advertising Preferences
DIGGP017	12/716,221	3/2/2010	Pending	Utility		Including Content Items in Advertisements
DIGGP018	61/659,744	N/A	Not Filed	N/A		Location Based Voting
DIGGP018+	61/659,744	6/14/2012	Pending	Provisional		Location Based Voting
DIGGP019+	61/476,770	4/19/2011	Abandoned	Provisional		News Room

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