

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Release Agreement and Acknowledgement										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Alfred J. Pizzurro</td> <td>02/16/2011</td> </tr> <tr> <td>Chris Falson</td> <td>02/16/2011</td> </tr> <tr> <td>John J. Mudge</td> <td>02/16/2011</td> </tr> </tbody> </table>		Name	Execution Date	Alfred J. Pizzurro	02/16/2011	Chris Falson	02/16/2011	John J. Mudge	02/16/2011		
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<table border="1"> <tr> <td>Name:</td> <td>AJP Enterprises, LLC</td> </tr> <tr> <td>Street Address:</td> <td>24202 Rue De Gaugin</td> </tr> <tr> <td>City:</td> <td>Laguna Niguel</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92677</td> </tr> </table>		Name:	AJP Enterprises, LLC	Street Address:	24202 Rue De Gaugin	City:	Laguna Niguel	State/Country:	CALIFORNIA	Postal Code:	92677
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CORRESPONDENCE DATA											
<p>Fax Number: 9497609502 Phone: 949-760-0404 Email: efilings@knobbe.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Knobbe, Martens, Olson & Bear LLP Address Line 1: 2040 Main Street Address Line 2: 14th Floor Address Line 4: Irvine, CALIFORNIA 92614</p>											
ATTORNEY DOCKET NUMBER:	AJP.006A										
NAME OF SUBMITTER:	John R. King										
<p>Total Attachments: 4 source=AJP-006A_assignment#page1.tif source=AJP-006A_assignment#page2.tif source=AJP-006A_assignment#page3.tif source=AJP-006A_assignment#page4.tif</p>											

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**TERMINATION OF MOU
AND RELEASE AGREEMENT**

This TERMINATION OF MOU AND RELEASE AGREEMENT (this "Agreement") is made and entered into as of February 16, 2011 by and among Alfred J. Pizzurro ("Pizzurro"), Chris Falson ("Falson"), and John J. Mudge ("Mudge"). Pizzurro, Falson and Mudge are sometimes referred to herein, collectively as the "Parties", and individually as a "Party".

RECITALS

A. Pizzurro, Falson and Mudge are parties to that certain Memorandum of Understanding dated as of June 6, 2007 (the "MOU"). The Parties entered into the MOU to set forth certain understandings with respect to the proposed ownership structure, management and business of Interactive Broadcast Network, LLC, a California limited liability company ("IBN"), which was formed by Pizzurro in July 2006. Capitalized words used without definition herein shall have the meanings ascribed to such words in the MOU.

B. Among other things, the MOU contemplated that the Parties would enter into a definitive Operating Agreement for IBN and implement a proposed ownership structure for IBN. The Parties have not entered into a definitive Operating Agreement for IBN, and each Party acknowledges that Pizzurro is still the sole member and sole Manager of IBN.

C. Since the Parties have not entered into a definitive Operating Agreement for IBN, implemented the proposed ownership structure for IBN or fulfilled certain other covenants contemplated by the MOU, the Parties now desire to terminate the MOU and provide certain acknowledgements, understandings, mutual releases and covenants to each other, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and for the mutual promises set forth herein, the Parties hereby agree as follows:

1. Termination of MOU.

(a) Termination. Except as expressly provided in Section 1(b) below: (i) the MOU is hereby terminated in all respects as of the date of this Agreement and shall be of no further force or effect, and (ii) none of the Parties shall have any further rights or obligations under any provision of the MOU.

(b) Surviving Provisions. Notwithstanding the termination of the MOU pursuant to this Agreement: (i) Section 11 of the MOU (except for the parenthetical at the end of such section) shall remain in full force and effect and continue to be binding on the Parties; and (ii) the non-disclosure provisions of Section 13 of the MOU shall survive the termination of the MOU and continue to be binding on the Parties to the extent provided in the last sentence of this Section 1(b). The Parties shall not make any public announcement or statement or otherwise disclose to any third party or release any information regarding the specific terms of the terminated MOU; it being acknowledged and agreed that the Parties shall not be prohibited from making any announcements, statements or disclosures to any third party or otherwise releasing information regarding the termination of the MOU, or the fact that the MOU previously existed, so long as the actual terms of the MOU are not disclosed.

2. Acknowledgements. Mudge and Falson each hereby acknowledges and agrees that he does not have any ownership rights, rights to acquire any ownership rights or any other right, title, interest

or claim whatsoever in or to any of the following: (i) IBN or any intellectual property rights of IBN, including, without limitation, any such rights relating to the IP Rights, or (ii) AJP Enterprises, LLC, a California limited liability company that is 100% owned by Pizzurro ("AJP"), the IP Rights or any other intellectual property rights of AJP. Mudge and Falson each further acknowledges and agrees that (a) any of such ownership rights, rights to acquire any ownership rights or other rights, title, interests or claims described in clauses (i) and/or (ii) above could only be granted or conferred pursuant to a binding and definitive written agreement entered into hereafter by Pizzurro, IBN, AJP or an affiliate of IBN or AJP that has the authority to enter into such a written agreement, as applicable, and (b) neither Pizzurro, IBN, AJP or any such existing or future IBN or AJP affiliate is obligated to enter into any such binding and definitive written agreement(s).

3. Mutual Releases. As consideration for the covenants and mutual releases set forth herein, each Party (as such, the "Releasing Party") waives and forever releases and fully discharges each of the other Parties and their respective successors, subsidiaries, predecessors, affiliates, managers, officers, directors, employees, owners, assigns, heirs, estates, executors, agents, representatives and attorneys (collectively, the "Released Parties") from any and all claims, causes of action, actions, suits, judgments, liens, damages, losses, liabilities, demands, obligations, costs, fees and expenses whatsoever, whether known or unknown (collectively, "Claims"), which the Releasing Party ever had, now has, or hereafter could, shall or may in any capacity have against any of the Released Parties, for or by reason of any act, omission, transaction, event, conduct, matter, cause, effect or thing of any kind whatsoever occurring or arising on or prior to the date of this Agreement and based on, arising out of and/or relating to (i) the MOU or any matter contemplated by the MOU, including, without limitation, any failure to negotiate or enter into a definitive Operating Agreement for IBN, implement the proposed ownership structure of IBN or perform or fulfill any other covenant or obligation contemplated by the MOU, or (ii) with respect to the releases by Falson and Mudge as the Releasing Party, any alleged or purported ownership rights, rights to acquire any ownership rights or any other right, title, interest or claim whatsoever in or to any of the entities, intellectual property rights, other assets or properties, businesses, business activities, business ventures or other matters described in clauses (i) and/or (ii) of Section 2 above. Without limiting the generality of the foregoing, Falson and Mudge each expressly acknowledges and agrees that IBN and AJP, as affiliates of Pizzurro, both constitute Released Parties for purposes of the releases granted by Falson and Mudge, respectively, as the Releasing Party under this Section 3.

4. California Civil Code §1542 Waiver. Each Party understands and expressly acknowledges that this Agreement and such Party's releases set forth in Section 3 above apply to all claims of every nature and kind, whether such claims are known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to any conduct of the Released Parties with respect to the matters released in Section 3. Thus, each Party expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, a release and discharge of all Claims which such Party does not know or suspect to exist in his favor against the Released Parties at the time of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims. For the purpose of implementing a full and complete release and discharge of the Released Parties, each Party in its capacity as a Releasing Party under Section 3 above hereby expressly waives any and all rights granted to the releasing party under §1542 of the California Civil Code or any similar state law or federal law or regulation. Said Section 1542 of the California Civil Code reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, WHICH MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

5. Promises Not to Sue. Each Party agrees and promises not to file or pursue any grievances, claims, complaints or lawsuits against any of the other Parties or any of the other Released Parties based upon any matters released by such Party, as the Releasing Party, under Section 3 above. If any Party brings any legal action based upon any matter(s) released by such Party, then (i) either of the affected other Parties (and any other affected Released Party) shall be entitled to apply for and receive an injunction to restrain any violation of the preceding sentence, and (ii) such Party shall be obligated to pay to the affected other Parties (and any other affected Released Party) its costs and expenses in enforcing such breaching Party's releases, defending any such lawsuit and obtaining any such injunction (including court costs and expenses, and attorneys' fees and expenses). Each Party further agrees that the covenants set forth in this Section 5 shall not affect the validity of such Party's releases, as the Releasing Party, under Section 3 above, nor be deemed to be a penalty or forfeiture.
6. Excluded Matters. The Parties acknowledge and agree that none of the releases, discharges, waivers and/or covenants not to sue set forth in Section 3 through Section 5 above shall apply to any obligations of any of the Parties under this Agreement, or release any Party hereto from any Claims arising out of any inaccuracy, breach or violation of any representation, warranty or covenant made by such Party under this Agreement.
7. Settlement; No Liability Admitted. This Agreement affects a definitive and final settlement of various allegations, claims and matters covered by the releases and discharges described in Section 3 above. Each Party to this Agreement agrees that no Party hereto, by entering into this Agreement: (i) admits or acknowledges that it has committed any wrongdoing, or (ii) admits or acknowledges any allegations, claims, defenses, or counterclaims of any other Party, whether or not asserted. Accordingly, nothing herein shall be construed as an admission or acknowledgement by any Party of any of the foregoing or that any Party has any liability or obligation of any kind to any other Party, except for the obligations expressly created and set forth herein.
8. No Prior Assignments. Each Party hereto represents and warrants that such Party has not heretofore assigned or transferred to any person or entity all or any part of, or any interest in, any Claims relating to any matter or right released, discharged or relinquished pursuant to this Agreement.
9. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. Any representation, promise or condition, whether written or oral, between or among any of the Parties with respect to any of the matters in this Agreement which is not expressly set forth in this Agreement shall not be binding upon any of the Parties and the Parties acknowledge that they have not relied, in signing this Agreement, upon any representations, promises or conditions not expressly set forth in this Agreement. Except as otherwise expressly provided herein, no prior oral or written understanding, covenant, or agreement between or among any of the Parties with respect to the matters referred to in this Agreement shall survive the execution of this Agreement.
10. Amendments and Waivers. No modification or amendment of this Agreement or waiver of any Party's rights hereunder shall be effective unless it is in writing and signed by all of the Parties in the case of a modification or amendment, or by the waiving Party in the case of a waiver. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

11. Binding Effect. The Parties understand and expressly agree that this Agreement shall bind and inure to the benefit of the Parties' respective successors, predecessors, assigns, heirs, estates, executors, agents and representatives. In addition, each Party's respective Released Parties are intended to be and shall be third-party beneficiaries of the mutual releases and other covenants made by the other Parties under this Agreement.


12. Governing Law; Attorneys Fees. This Agreement and the respective rights and obligations of the Parties hereunder shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party or Parties may be entitled.

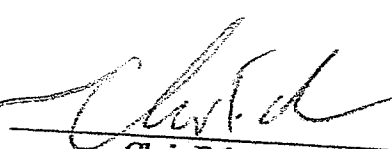
13. Headings. The section headings, titles and captions used herein are for reference and convenience only. Such headings, titles and captions shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof; nor shall such headings, titles and captions otherwise be given any legal effect.

14. Advice of Legal Counsel; Construction. EACH PARTY ACKNOWLEDGES AND REPRESENTS THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK ADVICE AS TO SUCH PARTY'S LEGAL RIGHTS FROM LEGAL COUNSEL AND THAT THE PERSON SIGNING ON SUCH PARTY'S BEHALF HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST EITHER PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

15. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to be one and the same instrument. Executed signature pages to this Agreement, including any counterparts, may be delivered and exchanged via facsimile, email (e.g., in pdf format) or by any other legally valid method, and when so exchanged shall be binding to the same extent as an original signature page. Any Party that delivers such a signature page agrees to later deliver an original counterpart to any Party that requests it.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the date first written above.


Alfred J. Pizzurro


Chris Falson


John J. Mudge