

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AOL Advertising Inc.	06/14/2012
RECEIVING PARTY DATA	
Name:	Marathon Solutions LLC
Street Address:	2300 Carillon Point
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7827128
Application Number:	13370852
Patent Number:	8121963
CORRESPONDENCE DATA	
Fax Number:	5093238979
Phone:	509.324.9256
Email:	bianca@leehayes.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:	Lee & Hayes, PLLC
Address Line 1:	601 West Riverside Avenue, Suite 1400
Address Line 4:	Spokane, WASHINGTON 99201
ATTORNEY DOCKET NUMBER:	M080-0001MI
NAME OF SUBMITTER:	Bianca Zhang
Total Attachments: 17 source=VP7743#page1.tif	

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SHORT-FORM ASSIGNMENT

This SHORT-FORM ASSIGNMENT AGREEMENT, dated and effective as of June 15, 2012, is by and among AOL Inc., a Delaware corporation ("Parent Assignor"), AOL Advertising Inc. and Advertising.com LLC (together with Parent Assignor, each, an "Assignor" and collectively, the "Assignors") and Marathon Solutions LLC, a Nevada limited liability company ("Assignee").

**WHEREAS**, each Assignor holds right, title, and interest in the patents and patent applications identified and set forth next to its name on Schedule A attached hereto (such patents, the "Assigned Patents");

**WHEREAS**, Assignee is desirous of securing the entire right, title, and interest in and to the Assigned Patents in all countries throughout the world;

**WHEREAS**, Parent Assignor and Microsoft Corporation ("Microsoft") entered into a confidential Stock and Asset Purchase Agreement, dated April 5, 2012 (the "SAPA") pursuant to which Parent Assignor agreed to sell to Microsoft certain patents and patent applications including the Assigned Patents; and

**WHEREAS**, Assignee and Microsoft entered into a confidential Assignment Agreement, dated June 8, 2012 (the "Assignment Agreement"), pursuant to which Microsoft has assigned to Assignee its right under the SAPA to acquire the Assigned Patents.

**NOW THEREFORE**, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, each Assignor has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, such Assignor's entire right, title, and interest throughout the world in and to the Assigned Patents, and all divisions, continuations, reexaminations, continuations-in-part, and extensions thereof, all letters patent of the United States which may be granted thereon, and all reissues thereof, foreign counterparts to all of the foregoing, all rights to claim priority on the basis of this assignment, the rights, if any, to revive prosecution of any abandoned Assigned Patent, the right to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, and any provisional or other right to recover damages, including royalties for the Assigned Patents; in each case subject to Microsoft's grant of a perpetual, irrevocable, fully paid up license to Parent Assignor and its subsidiaries pursuant to the Intellectual Property Matters Agreement, dated as of June 15, 2012, by and between Parent Assignor and Microsoft (this "Assignment") and each Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Patents owned by such Assignor and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment;

**FURTHER**, the Assignors and Assignee agree that there are no warranties, representations or conditions, express or implied, statutory or otherwise between the Assignors and Assignee under this Assignment. ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED PATENTS ARE CONVEYED WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY BY EACH ASSIGNOR TO ASSIGNEE, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING WITHOUT LIMITATION BY EACH ASSIGNOR, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, ACCOUNTANTS, FINANCIAL, LEGAL OR OTHER REPRESENTATIVES OR ANY AFFILIATE OF SUCH PERSON.

**FURTHER**, the Assignors and Assignee agree that this Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without reference to the choice-of-law or conflicts of law principles that would result in the application of the Laws of a different jurisdiction. The Assignors and Assignee irrevocably submit to the exclusive jurisdiction of the Delaware Courts of Chancery in any action, claim, suit, arbitration, litigation, proceeding or governmental investigation (each, an "Action") arising out of or relating to this Assignment, and hereby irrevocably agree that all claims in respect of such Action may be heard and determined in such courts. The Assignors and Assignee hereby irrevocably waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum to the maintenance of such Action. The Assignors and Assignee further agree, to the extent permitted by Law, that a final and unappealable judgment against any of them in any Action contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on

the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Assignors and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the day first above written.

AOL Inc.

Sarah T. Harris

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN

I, Nancy S. Boyd, a Notary Public for said County and State, do hereby certify that Sarah T. Harris personally appeared before me this day and stated that she is duly authorized to act on behalf of AOL Inc., and acknowledged, on behalf of AOL, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 14<sup>th</sup> day of June, 2012

Nancy S. Boyd  
Notary Public



My commission expires:

7/31/2013

[Pendrell Short Form Assignment]

**PATENT**  
**REEL: 028907 FRAME: 0604**

AOL Advertising Inc.

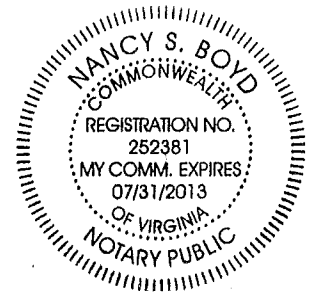
Sarah T. Harris

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN

I, Nancy S. Boyd, a Notary Public for said County and State, do hereby certify that Sarah T. Harris personally appeared before me this day and stated that she is duly authorized to act on behalf of AOL Advertising Inc., and acknowledged, on behalf of AOL Advertising Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 14<sup>th</sup> day of June, 2012

Nancy S. Boyd  
Notary Public



My commission expires:

7/31/2013

[Pendrell Short Form Assignment]

**PATENT**  
**REEL: 028907 FRAME: 0605**

Advertising.com LLC

Sarah T. Harris

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN

I, Nancy S. Boyd, a Notary Public for said County and State, do hereby certify that Sarah T. Harris personally appeared before me this day and stated that she is duly authorized to act on behalf of Advertising.com LLC, and acknowledged, on behalf of Advertising.com LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 14<sup>th</sup> day of June, 2012

Nancy S. Boyd  
Notary Public

My commission expires:

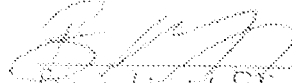
7/31/2013



[Pendrell Short Form Assignment]

**PATENT**  
**REEL: 028907 FRAME: 0606**

Mandarin Seals LLC



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DAN WOLFE  
AUTHORIZED REPRESENTATIVE

*[Power of Attorney (incorporated)]*



Schedule A - Assigned Patents

Patent No.	Title	U.S. App. No.	Foreign App. No.	Related Foreign Patent Nos.	Assignor
5,563,804	System For Providing Closed Captioning To An Electronic Discussion Group		AU199653596A	DE69613577T2; EP830784B1; JP03983286B2	AOL Inc.
5,615,131	System For Providing Closed Captioning To An Electronic Discussion Group				AOL Inc.
5,710,719	Apparatus and Method for 2-Dimensional Data Compression		BR199611056A	AU713756B2; CA2235249C; DE69631792T2; EP870251B1; JP03233410B2	AOL Inc.
5,758,080	System For Providing Closed Captioning To An Electronic Discussion Group				AOL Inc.
5,822,456	Optimal Spline Interpolation for Image Compression		JP10503899A		AOL Inc.
5,987,407	Soft-Clipping Postprocessor Scaling Decoded Audio Signal Frame Saturation Regions to Approximate Original Waveform Shape and Maintain Continuity		AU199913667A	CA2307718C	AOL Inc.
6,006,179	Audio Codec and Adaptive Sparse Vector Quantization				AOL Inc.

Schedule A - Assigned Patents

6,138,162	An Apparatus, Method and Article Of Manufacture For Redirecting Client Requests On A Network				AOL Inc.
6,173,311	An Apparatus, Method and Article Of Manufacture For Servicing Client Requests On A Network				AOL Inc.
6,199,102	Method and System for Filtering Electronic Messages				AOL Inc.
6,662,340	Client Side Form Filler That Populates Form Fields Based on Analyzing Visible Field Labels and Visible Display Format Hints Without Previous Examination or Mapping of the Form				AOL Inc.
6,950,498	External Detection of Optional Telephone Services				AOL Inc.
6,981,028	Method and System of Implementing Recorded Data for Automating Internet Interactions				AOL Inc.

Schedule A - Assigned Patents

6,999,577	Multi-User Call Waiting		CA2533514A1; EP1654860A4; IN2006DN00855	AU2004260484B2; CA2541244C; CN100571297C; DE602004026761 D1; EP1678930B1	AOL Inc.
7,003,087	Intelligent Call Screening System				AOL Inc.
7,023,974	Compression of Electronic Communications				AOL Inc.
7,068,768	Method for Populating a Caller's Information to a Host-Based Address Book				AOL Inc.
7,089,241	Classifier Tuning Based on Data Similarities	11/380,375			AOL Inc.
7,120,687	Monitoring Digital Images	12/838,588			AOL Inc.
7,124,123	Intelligent Processing in the Context of Away and Offline Instant Messages	11/549,940; 13/472,769			AOL Inc.
7,131,003	Secure Instant Messaging System				AOL Inc.
7,152,244	Techniques for Detecting and Preventing Unintentional Disclosures of Sensitive Data				AOL Inc.
7,158,615	External Detection Of Optional Telephone Services On An Unknown Telephone Line				AOL Inc.

Schedule A - Assigned Patents

7,159,180	Search Enhancement System and Method Having Rankings, Explicitly Specified By The User, Based Upon Applicability and Validity Of Search Parameters In Regard To A Subject Matter				AOL Inc.
7,184,995	Data Interoperability Between Open Standard Directory Service and Proprietary Database				AOL Inc.
7,188,359	Optimizing Authentication Service Availability and Responsiveness via Client-Side Routing				AOL Inc.
7,222,158	Transactional White-Listing For Electronic Communications				AOL Inc.
7,254,584	Relationship-Based Inherited Attributes System				AOL Inc.
7,260,200	Enabling Interruption of Communications and Detection of Potential Responses to an Interruption of Communications				AOL Inc.

Schedule A - Assigned Patents

7,260,205	Call Waiting Using External Notification and Presence Detection				AOL Inc.
7,281,029	Method and System of Capturing Data for Automating Internet Interactions				AOL Inc.
7,290,278	Identity Based Service System				AOL Inc.
7,295,660	Telemarketer Screening				AOL Inc.
7,302,703	Hardware Token Self Enrollment Process		JP2003518283A	CN100428106C; DE60016042T2; EP1252560B1	AOL Inc.
7,305,350	System for Notifying the Online Client of a Mobile Vendor	11/987,745			AOL Inc.
7,320,073	Secure Method for Roaming Keys and Certificates				AOL Inc.
7,325,249	Identifying Unwanted Electronic Messages				AOL Inc.
7,330,876	Method and System of Automating Internet Interactions		AU200213470A; JP2004513419A	CA2417625C; DE60130003T2; EP1325425B1; ES2288522T3	AOL Inc.
7,356,567	Managing Instant Messaging Sessions on Multiple Devices				AOL Inc.
7,370,270	XML Schema Evolution				AOL Inc.
7,383,339	Local Proxy Server for Establishing Device Controls				AOL Inc.

Schedule A - Assigned Patents

7,412,035	External Detection Of Optional Telephone Services On A Telephone Line				AOL Inc.
7,412,050	Conference Calls via an Intelligent Call Waiting Interface				AOL Inc.
7,437,457	Regulating Concurrent Logins Associated with a Single Account				AOL Inc.
7,472,163	Modified Treatment of Bulk Messages Based on Bulk Sender Compliance with Behavior Policies				AOL Inc.
7,475,067	Web Page Performance Scoring				AOL Inc.
7,526,775	Component Installation Tool				AOL Inc.
7,558,955	Method and Apparatus for Secure Instant Messaging Utilizing Server-Supervised Publication				AOL Inc.
7,577,709	Reliability measure for a classifier				AOL Inc.
7,587,669	Server-Based Browser System	12/535,550			AOL Inc.
7,590,695	Managing Electronic Messages				AOL Inc.
7,596,804	Seamless Cross-Site User Authentication Status Detection and Automatic Login	12/550,302			AOL Inc.

Schedule A - Assigned Patents

7,602,895	Dynamic Call Response System				AOL Inc.
7,603,629	Dynamic Desktop Icon (DDI)	12/569,391			AOL Inc.
7,624,416	Identifying Events of Interest within Video Content	12/623,647			AOL Inc.
7,707,262	Negotiating Content Controls	12/693,600			AOL Inc.
7,725,544	Group Based Spam Classification	12/754,182			AOL Inc.
7,725,580	Location-Based Regulation of Access	12/786,037			AOL Inc.
7,730,143	Prohibiting Mobile Forwarding	11/017,202; 12/662,909; 13/274,076	CA2588824A1; EP1836595A2; IN2007DN04295		AOL Inc.
7,739,508	Secure Instant Messaging System	12/772,041	EP1563636A4;	CA2503453C	AOL Inc.
7,739,602	System and Method for Community Centric Resource Sharing Based on a Publishing Subscription Model	12/784,737			AOL Inc.
7,756,928	Interoperability Using A Local Proxy Server				AOL Inc.
7,779,009	Web Query Classification		CA2596279A1; IN2007DN05554		AOL Inc.
7,827,128	System Identification, Estimation, and Prediction of Advertising-Related Data	13/370,852			AOL Advertising Inc.

Schedule A - Assigned Patents

7,865,387	Method and System for Scheduling a Meeting for a Set of Attendees Via a Special Attendee				AOL Inc.
7,870,199	System and Method for Seamlessly Bringing External Services into Instant Messaging Session				AOL Inc.
7,877,450	Managing Instant Messaging Sessions on Multiple Devices	13/010,046	CA2592803A1; EP1849087A4; IN2007DN05429		AOL Inc.
7,885,974	Method and Apparatus Providing Omnibus View of Online and Offline Content of Various File Types and Sources				AOL Inc.
7,894,588	Telephone Call Handling List for Multiple Users				AOL Inc.
7,912,745	Method and System for Scheduling a Meeting for a Set of Attendees Via a Special Attendee	13/051,207			AOL Inc.
7,921,163	Routing and Displaying Messages for Multiple Concurrent Instant Messaging Sessions Involving a Single Online Identity	13/078,278			AOL Inc.
7,925,709	Bulk Message Identification	13/041,250			AOL Inc.



Schedule A - Assigned Patents

7,954,155	Identifying Unwanted Electronic Messages				AOL Inc.
7,996,881	Modifying a User Account During an Authentication Process	13/176,687			AOL Inc.
7,996,910	Techniques for Detecting and Preventing Unintentional Disclosures of Sensitive Data	13/205,478			AOL Inc.
8,024,206	Travel				AOL Inc.
8,024,413	Reliability measure for a classifier				AOL Inc.
8,024,572	Data Storage and Removal	13/236,541			AOL Inc.
8,026,918	Controlling communications with proximate avatars in virtual world environment	13/245,747			AOL Inc.
8,028,325	Invocation of a Third Party's Service	13/243,790			AOL Inc.
8,037,139	Multi-Modal Participant Lists	13/240,911			AOL Inc.
8,060,566	Automatically Enabling the Forwarding of Instant Messages				AOL Inc.
8,073,916	Managing Electronic Messages	13/311,114			AOL Inc.
8,078,614	Web Page Performance Scoring				AOL Inc.
8,082,311	Authentication of Electronic Data	13/329,846	AU200166784A		AOL Inc.

Schedule A - Assigned Patents

8,087,019	Systems and Methods for Performing Machine-Implemented Tasks	13/315,361			AOL Inc.
8,094,800	Telephone Call Handling List for Multiple Users	13/345,191			AOL Inc.
8,095,596	Interoperability Using A Local Proxy Server	13/344,165			AOL Inc.
8,095,597	Method and System of Automating Data Capture from Electronic Correspondence	13/309,385			AOL Inc.
8,103,734	System and Method for Seamlessly Bringing External Services into Instant Messaging Session				AOL Inc.
8,112,550	System and Method for Preserving Consumer Choice	13/252,592			Advertising.com LLC
8,121,963	System Identification, Estimation, and Prediction of Advertising-Related Data				AOL Advertising Inc.
8,130,931	Call Waiting Using External Notification and Presence Detection				AOL Inc.
8,131,555	System and Method for Funneling User Responses in an Internet Voice Portal System to Determine a Desired Item or Service	13/412,365			AOL Inc.

Schedule A - Assigned Patents

8,132,103	Audio and/or video scene detection and retrieval	13/404,610			AOL Inc.
8,135,744	Method and Apparatus Providing Omnibus View of Online and Offline Content of Various File Types and Sources	13/072,487			AOL Inc.
8,161,042	Web Page Performance Scoring	13/447,006			AOL Inc.
D393,634	Icon For A Display Screen				AOL Inc.
D463,379	Electronic Device With Controls				AOL Inc.
RE41,411	Method and System for Filtering Electronic Messages				AOL Inc.
RE42,702	Method and System for Filtering Electronic Messages				AOL Inc.
7,779,117	Monitoring Digital Images	12/838,588			AOL Inc.
8,166,036	Web Query Classification	13/453,901			AOL Inc.