

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Frequency IP Holdings, LLC	10/04/2012
RECEIVING PARTY DATA	
Name:	Frequency Networks, Inc.
Street Address:	6863 Willoughby Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90038
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13296183
Application Number:	13460305
Application Number:	13469717
CORRESPONDENCE DATA	
Fax Number:	4155760300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-571-4000
Email:	kherko@kilpatricktownsend.com
Correspondent Name:	Kilpatrick Townsend & Stockton LLP
Address Line 1:	Two Embarcadero Center, 8th Floor
Address Line 2:	Thomas D. Franklin
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	93274-823394/837018/83978
NAME OF SUBMITTER:	Thomas D. Franklin
Total Attachments: 5 source=93274-823394_Executed_License_Agreement#page1.tif source=93274-823394_Executed_License_Agreement#page2.tif source=93274-823394_Executed_License_Agreement#page3.tif source=93274-823394_Executed_License_Agreement#page4.tif source=93274-823394_Executed_License_Agreement#page5.tif	

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INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement, together with all attached exhibits (collectively, this "**Agreement**"), is entered into effective as of October 4, 2012 (the "**Effective Date**") by and between Frequency IP Holdings, LLC, a Delaware limited liability company ("**Owner**") and Frequency Networks, Inc., a Delaware corporation ("**Licensee**"). Both Owner and Licensee may be referred to herein separately as a "**Party**" or together as the "**Parties**."

Recitals

- A. Owner owns the Frequency IP Assets, as defined in attached Exhibit 1.
- B. Subject to the terms and conditions set forth in this Agreement, Owner desires to grant to Licensee, and Licensee desires to obtain, a license to exploit any product or service that practices or otherwise relates to the Frequency IP Assets.

Agreement

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated in this Agreement by reference, the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rights Granted; Term.

1.1 Subject to the terms and conditions of this Agreement, Owner hereby grants to Licensee a fully-paid up, royalty-free, worldwide, exclusive license, with rights to sublicense, to use, make, have made, lease, sell, offer to sell, distribute, import, export and otherwise transfer or dispose of products, perform or have performed any method, provide or have provided any service, and otherwise commercialize or exploit any product or service that practices or otherwise relates to the Frequency IP Assets, free of claims of infringement.

1.2 This Agreement and the license granted herein shall be irrevocable until March 31, 2012 (the "**Maturity Date**"), the maturity date of that certain \$500,000 promissory note of even date herewith, issued by Licensee in favor of Point Blank Capital, LLC (the "**Note**").

1.3 This Agreement will automatically terminate, if Point Blank Capital, LLC becomes the sole owner of all of the outstanding equity securities of Owner after the Maturity Date or any extension thereof granted pursuant to the Note. If the outstanding principal balance and accrued but unpaid interest under the Note is paid in full, or the Note is converted into a different security as provided on the Note (the date of such repayment or conversion, the "**Discharge Date**"), then the license granted herein shall become irrevocable from and after the Discharge Date.

2. Acknowledgement of Ownership.

2.1 Licensee hereby acknowledges that Owner is the sole and exclusive owner of the Frequency IP Assets and that any and all proprietary rights and goodwill resulting from the use of the Frequency IP Assets by Owner and Licensee shall inure solely to the benefit of Owner.

3. Quality Control by Owner.

3.1 Licensee shall at all times use the Frequency IP Assets in a manner that has been approved by Owner. Owner shall have the right to review and approve all trademark or trade dress uses of the Frequency IP Assets, including all advertising material, promotional material, signage, point of purchase material, and any other printed, electronic, or graphic materials or displays (collectively "*Advertising Materials*") related thereto. All services, products and Advertising Materials shall be of the quality previously associated with the Frequency IP Assets and shall meet such standards as Owner may establish. If Owner advises Licensee that the quality of any services, products or Advertising Material is unacceptable, Licensee shall immediately take such actions as may be reasonably requested by Owner to render the quality acceptable.

3.2 Licensee agrees to cooperate with Owner and to take whatever action reasonably requested by Owner, at Owner's expense, that Owner deems appropriate or necessary to protect Owner's rights in the Frequency IP Assets, including without limitation permanently affixing notices on Advertising Materials (including notices indicating the existence of a licensing relationship).

4. Representations and Warranties.

4.1 Owner represents and warrants that it has all necessary legal power and authority to enter into and perform its obligations under this Agreement and that the license rights granted herein do not conflict with the license rights of any third party granted by Owner.

4.2 Licensee represents and warrants that Licensee has all necessary power and authority to enter into and perform its obligations under this Agreement.

5. Term and Termination.

5.1 Upon the expiration or termination of this Agreement, for any reason whatsoever, the right of Licensee to use or sublicense any of the Frequency IP Assets will immediately cease, provided, however, that Licensee shall have a reasonable amount of time to complete services to end users.

6. Notices.

6.1 Any notices required or permitted to be given under this Agreement shall be deemed delivered when delivered as follows: (i) if personally delivered, then upon receipt, (ii) four days after deposit with the United States Postal Service, postage prepaid, addressed as set forth herein, or (iii) one day after deposit with a nationally recognized overnight courier, with confirmation of delivery, addressed as set forth below. Either Party may update its address by providing written

notice to the other Party of such changed address either by facsimile or e-mail, with confirmation of receipt, or as set forth herein.

7. Attorneys' Fees.

7.1 If any litigation or other legal action or proceeding between the Parties that arises out of or is related to this Agreement, the non-prevailing Party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in connection with such litigation, action or proceeding.

8. Non-Transferable.

8.1 This Agreement and the licenses and rights granted hereunder are personal to Licensee and (except as expressly consented to by Owner) Licensee agrees that it will not directly or indirectly sell, assign, transfer, or encumber any of its licenses, rights or obligations under this Agreement. Licensee may not assign any license or right or delegate any obligation under, or transfer in its entirety, this Agreement to any third party without the prior written consent of Owner and any such attempted assignment, delegation or transfer shall be null and void. Any transfer or assignment by operation of law, merger or change of control shall be deemed a prohibited transfer for purposes of this provision.

9. Severability.

9.1 This Agreement shall be severable in its parts. If any term or provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

10. Entire Agreement; Waivers; Modifications.

10.1 This Agreement, the Note, the Contribution Agreement of even date herewith and the Intellectual Property Assignment Agreement of even date herewith, and the agreements contemplated herein and therein constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, both oral and written, between them as those agreements may relate to the subject matter of this Agreement. This Agreement may be changed only by a written agreement signed (which may be by facsimile or electronic signature) by the Parties or their authorized representatives. No modification or waiver of any provision of this Agreement shall be effective or binding unless in writing and signed by the duly authorized representatives of both Parties. The failure of either Party at any time to enforce any provision of this Agreement, in whole or in part, or to exercise any right shall not be construed to be a waiver of such provision or of such right or the right of that Party thereafter to enforce such provision or right.

11. Miscellaneous.

11.1 Each Party will execute such other instruments, give such further assurances and perform such acts that are or may become necessary or appropriate to effect and carry out the provisions of this Agreement.

11.2 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.3 The headings used in this Agreement are for convenience only and are not to be considered in connection with the interpretation or construction of this Agreement.

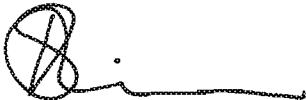
11.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

11.5 If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the Parties hereto, the Party so affected upon giving prompt notice to the other Party shall be excused from such performance during such prevention, restriction or interference.

IN WITNESS WHEREOF, each of the undersigned duly authorized signatories of Owner and Licensee has caused this Agreement to be duly executed and delivered in their respective names, as of the Effective Date.

OWNER:

Frequency IP Holdings, LLC

By:  _____
Print Name: Blair Harrison
Title: CEO


LICENSEE:

Frequency Networks, Inc.

By:  _____
Print Name: Blair Harrison
Title: CEO

Exhibit 1
Frequency IP Assets

The term “**Frequency IP Assets**” means (a) any United States and foreign patents, trademarks, service marks trade dress, trade secrets, know how, trade names, copyrights, mask work registrations, processes, software programs, source code and object code, web site(s), domain names, customer and end user account information, and other proprietary and intellectual property rights of any kind or nature, all registrations and applications therefor, owned by Frequency IP Holdings, LLC or under obligation to assign to Frequency IP Holdings, LLC including, but not limited to, those listed below, and all goodwill related thereto, and (b) any inventions, improvements, designs, product plans, original works of authorship, processes, compositions of matter, databases and mask works that Frequency IP Holdings, LLC makes or conceives, whether or not reduced to practice.

Mark	Country	Status	Serial No. Filing Date	Reg. No. Reg. Date	Class/ Description
Frequency & Design  Frequency	US	Registered	85/350,139 6/20/2011	4,133,179 4/24/2012	38 - Interactive delivery of video content over digital networks
Personal Video Cloud	US	Registered	85/345,471 6/14/2011	4,140,482 5/8/2012	38 - Interactive delivery of video over digital networks

Patent Title	Country	Status	Serial No	Filing Date	Attorney Docket	Inventors
CREATION AND PRESENTATION OF SELECTIVE DIGITAL CONTENT FEEDS	PCT	Pending	PCT/US2011/034653	Apr 29, 2011	93274-806064 000100PC	Blair R.R. Harrison, Adrian K. Roston, Michael M. Gordon
CREATION AND PRESENTATION OF SELECTIVE DIGITAL CONTENT FEEDS	Australia	Issued	201120218	Apr 29, 2011	93274-804968 011900US	Blair R.R. Harrison, Adrian K. Roston, Michael M. Gordon
CREATION AND PRESENTATION OF SELECTIVE DIGITAL CONTENT FEEDS	United States of America	Pending	13/296,183	Nov 14, 2011	93274-823394 000100US	Blair R.R. Harrison, Adrian K. Roston, Michael M. Gordon
MULTIPLE-CAROUSEL SELECTIVE DIGITAL SERVICE FEEDS	United States of America	Pending	13/460,305	Apr 30, 2012	93274-837018 000200US	Michael M. Gordon, Blair R.R. Harrison, Adrian K. Roston
MULTIPLE-CAROUSEL SELECTIVE DIGITAL SERVICE FEEDS	PCT	Pending	PCT/US2012/035854	Apr 30, 2012	93274-839284 000300PC	Michael M. Gordon, Blair R.R. Harrison, Adrian K. Roston
TWO-STAGE PROCESSED VIDEO LINK AGGREGATION SYSTEM	United States of America	Pending	13/469,717	May 11, 2012	93274-839781 000300US	Michael M. Gordon, Blair R.R. Harrison, Adrian K. Roston
AUTOMATIC SELECTION OF DIGITAL SERVICE FEEDS	PCT	Unfiled			93274-853886 000400PC	