

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Michael P. LEWIS</td> <td>10/05/2005</td> </tr> <tr> <td>Cameron SHAW</td> <td>08/23/2005</td> </tr> </tbody> </table>		Name	Execution Date	Michael P. LEWIS	10/05/2005	Cameron SHAW	08/23/2005				
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Cameron SHAW	08/23/2005										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>America Online, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>22000 AOL Way</td> </tr> <tr> <td>City:</td> <td>Dulles</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>20166</td> </tr> </table>		Name:	America Online, Inc.	Street Address:	22000 AOL Way	City:	Dulles	State/Country:	VIRGINIA	Postal Code:	20166
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CORRESPONDENCE DATA											
<p>Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (801)203-3546 Email: tkusitor@kjpip.com Correspondent Name: Ryan E. Keller Address Line 1: 1010 North 500 East Address Line 2: Suite 210 Address Line 4: North Salt Lake, UTAH 84054</p>											
ATTORNEY DOCKET NUMBER:	154 FAMILY - INV TO AMONL										
NAME OF SUBMITTER:	Ryan E. Keller										
Signature:	/Ryan E. Keller Reg. #60516/										
Date:	08/07/2013										

OP \$40.00 13620598

Total Attachments: 5

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ASSIGNMENT

WHEREAS, We, Michael P. Lewis and Cameron Shaw, hereinafter referred to as "ASSIGNOR", have invented certain new and useful improvements, as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: SYSTEM AND METHOD TO FACILITATE REAL-TIME COMMUNICATIONS AND CONTENT SHARING AMONG USERS OVER A NETWORK

Filing Date: May 23, 2005 Serial No. 10/536,216

WHEREAS, America Online, Incorporated, having its principal place of business at 22000 AOL Way, Dulles, Virginia 20166-9323 hereinafter referred to as "ASSIGNEE" is desirous of acquiring the entire right, title, and interest in the said invention and application and in any Letters Patent which may be granted with regard to the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable consideration, ASSIGNOR has sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto the said ASSIGNEE, and ASSIGNEE'S successors and assigns, all right, title, and interest in and to said invention, said application for United States Letters Patent and any Letters Patent which may be hereafter granted on the same in the United States and all countries throughout the world, including any divisions, renewals, continuations in whole or part, substitutions, conversions, reissues, revivals, prolongation, or extensions thereof, said interest to be held and enjoyed by said ASSIGNEE as fully and exclusively as it would have been held and enjoyed by said ASSIGNORS had this assignment and transfer not been made, for all time.

ASSIGNORS further agrees that they will, without charge to said ASSIGNEE, but at ASSIGNEE'S expense, cooperate with ASSIGNEE in the prosecution of said application and/or applications, execute, verify, acknowledge, and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as ASSIGNEE may lawfully request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said ASSIGNEE, or ASSIGNEE'S successors and assigns.

IN TESTIMONY WHEREOF, ASSIGNOR has hereunto signed their name to the assignment on the date indicated below.

Michael P. Lewis
Michael P. Lewis

10/5/05
Date

Cameron Shaw

Date

ASSIGNMENT

WHEREAS, We, Michael P. Lewis and Cameron Shaw, hereinafter referred to as "ASSIGNOR", have invented certain new and useful improvements, as described and set forth in the below-identified application for United States Letters Patent:

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IN TESTIMONY WHEREOF, ASSIGNOR has hereunto signed their name to the assignment on the date indicated below.

Michael P. Lewis

Cameron Shaw

Date
8/23/05
Date

**MUTUAL CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into on the _____ day of _____, 2005.

BETWEEN :-

- (1) CREATIVE LABS, INC having its principal offices at 1901 McCarthy Boulevard, Milpitas, CA 95035 ("Creative"),
(2) AOL INC. a _____ corporation having its principal offices at
401 Edlis St., Mountain View, CA. ("AOL").

WHEREAS:

1. Creative and AOL are engaged in discussions with respect to a possible business or financial arrangement or venture between them relating to multimedia technology.
2. In connection therewith disclosure of certain information which is proprietary/confidential to the parties may become necessary or desirable.
3. Each party is willing to disclose such Proprietary/Confidential Information to the other party upon the terms and conditions herein set forth and each party is willing to maintain the confidentiality of such information disclosed to it by the other party in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the disclosure of such Proprietary/Confidential Information and the mutual covenants and promises herein contained, it is agreed as follows:-

1. INTERPRETATION

For the purposes of this Agreement "Proprietary/Confidential Information" shall mean any and all proprietary, secret information, technical data or know-how, third party information including, but not limited to, data, know-how, formulae, designs, photographs, drawings specifications, software programs and samples and any other material that is disclosed by one party to the other, which is marked "Proprietary", "Confidential", "Strictly Private" or otherwise, using words of similar significance. Subject to Section 5, herein, such disclosure may be made either directly or indirectly, in writing, orally, or by display of drawings, plans or inspection of products, materials, parts or equipment.

2. UNDERTAKING OF THE PARTIES

Each party hereby undertakes to treat and maintain all Proprietary/Confidential Information received from the other party in confidence. With respect thereto, each party hereby undertakes and agrees as follows:-

- i) The receiving party shall not publish, disseminate nor disclose any Proprietary/Confidential Information received from the other party to any third party except to those of its own employees (in the case of Creative, including its parent and affiliate companies' employees) having a valid need to know the information in the course of employment and such disclosure shall be on terms at least as restrictive and enforceable as those herein contained.
- ii) The receiving party shall exercise the same degree of care to avoid disclosure of the Proprietary/Confidential Information as it uses in respect of its own information of like importance but in no case less than a reasonable degree of care.
- iii) Following a determination by either of the parties not to enter into any arrangement or venture with each other of the kind contemplated herein, upon the termination of this Agreement and upon written request by the disclosing party, the receiving party shall, in accordance with the written request of the other party, either return all copies, recording and tangible manifestations, and derivatives therefrom, of Proprietary/Confidential Information or destroy the same.

3. EXCEPTIONS

The aforesaid restrictions on the parties shall not apply to any Proprietary/Confidential Information which:-

- i) was already in the possession of the receiving party without confidentiality restriction before the disclosure hereunder to it;
- ii) is received by the receiving party from a third party(ies) without accompanying secrecy or confidentiality obligations;
- iii) is independently developed by the receiving party;
- iv) is or becomes available to the public through no act or default on the part of the receiving party or its agents or employees;

Initial: _____

C.S.

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12. MISCELLANEOUS

Any notice or communication to be given under this Agreement shall be deemed given at the time delivered in writing to the intended recipient at the address and marked for the attention of the person set out in this Agreement.

This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto, their legal representatives and other respective successors and permitted assigns. Each party shall not make any assignment of this Agreement or any interest therein without the prior written consent of the other party.

The failure of any party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall remain in full force and effect.

The terms of this Agreement are confidential and shall not be disclosed to third parties without the written consent of all parties, except to the extent required by a court or regulatory agency of competent jurisdiction.

This Agreement shall be governed by, construed and enforced in accordance with California law, without regard to its conflict of laws rules. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written, in relation thereto and can only be modified in a writing signed by duly authorized representatives of both parties.

Counterparts and Exchanges by Fax. This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

AGREED TO AND ACCEPTED:

CREATIVE LABS, INC.

Signature: _____

Name: _____

Designation: _____

2003
SR/MW/mn

ACL, INC.
Signature: *Cameron Shaw*
Name: Cameron Shaw
Designation: Principal Product Manager

Initial: C.S.
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