

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Ithaca Ventures k.s.	04/23/2013
RECEIVING PARTY DATA	
Name:	Ithaca Development, LLC
Street Address:	2515 McKinney Avenue
Internal Address:	Suite 1000-B
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09390996
CORRESPONDENCE DATA	
Fax Number:	4087736177
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	866-877-4883
Email:	patents@fseip.com
Correspondent Name:	Fahmi, Sellers, Embert & Davitz
Address Line 1:	84 W Santa Clara St.
Address Line 2:	Suite 550
Address Line 4:	San Jose, CALIFORNIA 95113
ATTORNEY DOCKET NUMBER:	11000361-ITHCA-802
NAME OF SUBMITTER:	Tarek N. Fahmi
Signature:	/Tarek N. Fahmi/
Date:	08/18/2013

OP \$40.00 09390996

Total Attachments: 9

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EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT (the "Agreement") is made and is effective as of April 23rd, 2013, (the "Effective Date") by and between Ihaca Ventures k.s., a limited partnership incorporated under the laws of Slovakia with offices at K Lomu 1, Bratislava 811 04, Slovak Republic ("Licensor") and Ihaca Development, LLC a Delaware limited liability company, of 2515 McKinney Avenue, Suite 1000-B, Dallas, TX 75201 ("Licensee") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Licensee wishes to obtain exclusive licensing rights from Licensor for the enforcement and monetization of certain Licensor patent rights;

WHEREAS, Licensor is willing to grant such rights on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1. "Affiliate" means, with respect to any Person, any Person that directly or indirectly, Controls, is Controlled by or is under common Control with such Person. For purposes of this Agreement, "Control" of an entity means ownership, directly or indirectly, of fifty percent (50%) or more of the voting equity of such entity or, in the case of a non-corporate entity, equivalent interests. It is hereby agreed between the Parties that neither Nintendo Co., Ltd. ("Nintendo") nor any of its Affiliates shall be deemed an Affiliate of Licensor hereunder under any circumstances.

1.2. "Combined Products" means Third Party product combinations that include a Licensed Product, provided that the Licensed Product is cited as an element of any infringement contention with respect to the product combination.

1.3. "Entity" means any 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.

1.4. "Licensed Products" means any product, product line, service, device, system, component, hardware, software, any combination of the foregoing, which, in the absence of this Agreement, would infringe at least one claim of one of the Licensed Patents.

1.5. "Licensed Patent Rights" means (i) the Licensed Patents; (ii) all causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under the Licensed Patents including, without limitation, all rights to sue, to countersue and to pursue damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and (iii) all rights to recover and collect settlement arrangements, license payments (including lump sum payments), royalties and other payments due now or hereafter due or payable with respect thereto, under or on account of any of the Licensed Patents or any of the foregoing; and (iv) any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege stemming from the Licensed Patents.

1.6. "Licensed Patents" means each and all of the patents and patent applications listed on Exhibit A hereto, all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, provisionals and divisions of such patents, and any patents or patent applications which correspond to or claim priority to any of the foregoing, and all foreign counterparts of the foregoing, whether or not listed on Exhibit A.

1.7. "Person" means a person or an Entity.

1.8. "Territory" means the United States of America ("U.S.").

1.9. "Third Party" means any Person other than a Party to this Agreement or its Affiliates.

2. GRANT

2.1. Licensors hereby grants to Licensee an exclusive license under the Licensed Patent Rights in the Territory (i) to make, have made, use, have used, sell, have sold, offer for sale, lease, import, export, distribute, have distributed, develop, advertise or otherwise commercially exploit Licensed Products and Combined Products; (ii) to enforce the Licensed Patent Rights, including, inter alia, to bring any claim, sue, counterclaim, and recover for past, present and future infringement of the Licensed Patent Rights; (iii) to settle any such claim, suit, counterclaim, or other enforcement action initiated pursuant to subsection (i) and (ii) hereof and (iv) to sublicense the Licensed Patent Rights, pursuant and subject to Section 3 below (the "Exclusive License"). In addition, without prejudice to Licensors' own privileges in relation to the Licensed Patents, Licensors hereby confers upon Licensee any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege stemming from or relating to the Licensed Patents.

2.2. Without derogating from the Exclusive License, Licensors shall retain a fully paid-up, non-exclusive, non-transferable, non-assignable, without the right to sublicense, worldwide license under the Licensed Patents to make, have made, use, have used, sell, have sold, offer for sale, lease, import, export, distribute, have distributed, develop, advertise or otherwise commercially exploit Licensors Licensed Products and Licensors Combined Products only (the "Retained License"). In addition, the Retained License shall be deemed to pass through and Licensors shall be deemed to have sublicensed the Retained License to Licensors' and its Affiliates' vendors, suppliers, manufacturers, developers, distributors, contractors, resellers (including those selling under their own brand names), partners, hosts, customers and end-users of the Licensors Licensed Products and Licensors Combined Products, expressly excluding Nintendo or any of its Affiliates (any of the foregoing, a "Licensors Third Party"). Licensee covenants not to sue (i) Licensors or any of its Affiliates for infringement of the Licensed Patents with respect to Licensors Licensed Products and Licensors Combined Products nor (ii) any Licensors Third Party for infringement of the Licensed Patents with respect to making, having made, using, importing, exporting, distributing, selling, reselling, offering for sale, developing or advertising Licensors Licensed Products and Licensors Combined Products. For the avoidance of doubt, the Retained License and the covenants not to sue granted in this Section 2.2 shall not extend to any product or service of any Third Party other than Licensors Combined Products.

For the purposes hereof,

"Licenser Licensed Products" shall mean (i) Licensed Products and (ii) any product, product line, service, device, system, component, hardware, software, any combination of the foregoing, which, in the absence of this Agreement, would infringe at least one claim of one of the Licensed Patents and Patent Application U.S. 20120264579A1; in each case, made, have made, used, have used, sold, have sold, offered for sale, leased, imported, exported, distributed, have distributed, developed, advertised or otherwise commercially exploited by Licenser or its Affiliates.

"Licenser Combined Products" means Third Party product combinations that include a Licenser Licensed Product, provided that the Licenser Licensed Product is cited as an element of any infringement contention with respect to the product combination.

3. SUBLICENSES

3.1. Further to Section 2.1, Licenser grants to Licensee the exclusive right in the Territory to:

(a) grant to Third Parties a royalty-free, fully paid-up, irrevocable, non-exclusive, worldwide license under the Licensed Patents to make, have made, use, have used, sell, have sold, offer for sale, lease, import, export, distribute, have distributed, develop, advertise or otherwise commercially exploit Licensed Products and Combined Products, and for which the term of such sublicense under the Licensed Patents shall extend to the expiration of each patent comprising the Licensed Patents.

(b) to grant to Third Parties a release for past, present and future infringement of the Licensed Patents.

(c) to grant to Third Parties a covenant not to sue with respect to Licensed Products and Combined Products.

Notwithstanding anything to the contrary herein, Licensee shall not license, release or covenant not to sue the Licensed Patents together with any other patents or patent applications owned or controlled by it without Licenser's prior approval.

3.2. Within thirty (30) days after execution of any grant of rights pursuant to Section 3.1 above (such grant, a "Sublicense"), Licensee shall provide Licenser with a copy of each Sublicense.

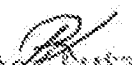
3.3. Notwithstanding anything to the contrary herein, Licenser's consent shall be required for the grant of a Sublicense by Licensee to Nintendo or any of its Affiliates in the event that the Gross Payment (as defined in Exhibit B hereto) payable to Licenser as a result of the grant of such Sublicense would be less than seven hundred and eighty thousand U.S. Dollars (U.S.\$780,000.00).

3.4. Upon termination of the Exclusive License or this Agreement, for any reason, all Sublicenses entered into prior to such termination shall be assigned to Licenser.

4. CONSIDERATION

4.1. In consideration of the rights granted to Licensee hereunder, Licensee shall pay to Licenser the very valuable consideration set forth on Exhibit B to this Agreement according to the payment schedule set forth on Exhibit B.

4.2.


Peter Rutz

5. BOOKS AND RECORDS

5.1. Licensee shall keep books and records in accordance with applicable business practices and accounting principles consistently applied accurately showing all transactions and information relating to this Agreement. Such books and records shall be preserved for at least five (5) years from the date of the entry to which they pertain and shall be open to inspection by representatives or agents of Licensor (the "Auditor") once per annum at reasonable times upon reasonable notice, subject to and in accordance with any applicable protective order(s).

5.2. The fees and expenses of the Auditor shall be borne by Licensor. However, if an error in the payments made during any quarter of more than ten percent (10%) of such payments due is discovered, or if as a result of the examination it is determined that Licensee is in material breach of any of its other obligations under this Agreement, then the reasonable fees and expenses of the Auditor shall be borne by Licensee, and Licensee shall promptly reimburse Licensor for reasonable documented audit expenses as well as all overdue payments.

6. TERM OF THE AGREEMENT

6.1. This Agreement shall be in force from the Effective Date and shall remain in effect until the earlier of (i) the expiration of the last-to-expire of the Licensed Patents, (ii) a breach that is not cured within ten (10) business days of written notice of the breach given by the non-breaching party to the breaching party; or (iii) its termination pursuant to Section 6.2 (the "Term").

6.2. Early Termination Right. Notwithstanding anything to the contrary herein, in the event that prior to June 30, 2013 (the "Enforcement Period"), Licensee fails to (a) file a complaint against an infringer of the Licensed Patents (if any) or (b) license the Licensed Patents (either of the foregoing, an "Enforcement Action") and does not cure such failure within thirty (30) calendar days of receipt of notice from Licensor (the "Last Date"), then, provided that Licensor is not in material breach of this Agreement at such time, Licensor shall have the right, exercisable by it by written notice to Licensee to terminate this Agreement and the Exclusive License, (the "Early Termination Right"); provided, however, that in the event that one or more of the Licensed Patents becomes involved in an inter-partes review or other re-examination or similar action before the USPTO or any litigation relating to the Licensed Patents is stayed by a court (each, an "IPR") during the Enforcement Period, the Enforcement Period shall be tolled for the duration of the IPR and shall resume only upon the receipt of a final non-appealable judgment on the matter, in favor of the Licensee, with the dates of the Enforcement Period, Cure Date and Last Date set forth above extended accordingly.

6.3. Licensor's rights set forth in Section 6.2 shall be the sole and exclusive remedy available to Licensor in the event of Licensee's failure take an Enforcement Action prior to the end of the Enforcement Period and Licensor shall have no other rights or remedies, monetary or otherwise against Licensee in connection therewith.

6.4. Termination of this Agreement for any reason whatsoever shall not effect the validity of any Sublicenses, including any licenses, covenants not to sue and other restrictions applicable thereto previously granted by Licensee pursuant to Section 3 above, which shall survive any termination of this Agreement.

7. LICENSOR REPRESENTATIONS AND WARRANTIES

7.1. Licensor has the full power and authority, and has obtained all third party consents, approvals or other authorizations required, to enter into this Agreement and to carry out its obligations hereunder.

7.2. Licensor owns all right, title, and interest to the Licensed Patent Rights, including all right, title, and interest to sue for infringement of the Licensed Patents and all attorney-client privilege, subject to certain pre-existing non-exclusive licenses, the existence and relevant terms of which have been made known to Licensee.

7.3. The Licensed Patents are currently in compliance with all legal requirements (including payment of filing, examination and maintenance fees and the filing of any necessary oaths, proofs of use or other documents) for maintaining, registering, filing, certifying or otherwise perfecting or recording such Licensed Patents.

7.4. There is not outstanding, and Licensor will not grant, during the term of this Agreement, any right, license or interest in or to the Licensed Patent Rights that would conflict with the rights granted to Licensee herein or would prevent Licensor from granting to Licensee the rights granted to it herein.

7.5. There is not outstanding, and Licensor will not create, any lien, encumbrance or security interest that would conflict with the rights granted to Licensee herein or would prevent Licensor from granting to Licensee the rights granted to it herein.

8. LICENSEE REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1. Licensee has the full power and authority, and has obtained all third party consents, approvals or other authorizations required, to enter into this Agreement and to carry out its obligations hereunder.

8.2. Immediately following the Effective Date, Licensee shall appoint each of Maximilian Klein and Peter Lutz as the Chief Technology Officers of Licensee and each shall receive a salary of one U.S. dollar (\$1) annually.

9. COMMON INTEREST AGREEMENT

9.1. Licensor and Licensee shall enter into a joint privilege and common interest agreement in the form attached hereto as Exhibit C. During the term of this Agreement, Licensor hereby grants Licensee and its counsel and advisors permission to contact, discuss, strategize and otherwise engage with past, current and future prosecution counsel for the Licensed Patent Rights.

10. LITIGATION

10.1. Licensor agrees to reasonably cooperate with Licensee in any litigation proceedings instituted hereunder, including for the avoidance of doubt, being joined as a party to any legal action filed in the Territory, as may be deemed necessary or desirable at the discretion of Licensee. Such litigation shall be controlled by the Licensee. Licensor may be represented by counsel of its choice at its own expense or by counsel selected by Licensee, at Licensee's expense. For the avoidance of doubt, Licensee may bring a claim or submit a counterclaim in the Territory, with respect to a Licensed Patent Right, without the prior written consent of Licensor.


PETER LUTZ

11. INDEMNIFICATION

11.1. Licensee shall provide counsel to Licensor to defend any Third Party Claim (as defined below) and shall indemnify and hold Licensor and its employees, agents, officers, directors and managers (collectively, the "Licensor Indemnified Parties") harmless from and against all of its reasonable fees and expenses that are suffered or otherwise incurred by the Licensor Indemnified Parties or to which the Licensor Indemnified Parties may otherwise become subject and that arise from or directly relate to any Third Party Claim relating to Licensee's actions or omissions with respect to any Licensed Patent (including, without limitation, by way of counterclaim should a Licensor Indemnified Party be included in a litigation as an indispensable or necessary plaintiff party) (a "Third Party Claim"), all except to the extent that the Licensor Indemnified Parties' expenses or costs are due to acts or omissions of any of the Licensor Indemnified Parties and/or obligations, claims or liabilities of any of the Licensor Indemnified Parties of any kind or nature whatsoever arising from or in connection with any circumstances, causes of action, breach, violation, default or failure to perform with respect to the Licensor Patents prior to the licensing thereof to Licensee or with respect to Licensor's exercising its retained rights hereunder.

12. NOTICES

Any notice or payment required to be given to either Party shall be deemed to have been properly given and to be effective (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid and deposited in the United States mail, to the respective addresses given above, or to such other address as shall be designated by written notice given to the other Party, including, with respect to Licensor, a copy to: c/o WALDSCHÜTZ KRONBICHLER KLEIN, Partnerschaft von Rechtsanwälten, Viktor-Scheffel-Str. 20, 80803 München, Bundesrepublik Deutschland, Email: maximilian.klein@theca-ventures.com, (c) on the date of delivery if delivered by express delivery service such as Federal Express or DHL or (d) or as otherwise agreed upon in writing by the Parties.

13. ASSIGNABILITY

This Agreement is not assignable without the other Party's prior consent. Licensor and its Affiliates may sell, assign or otherwise transfer any Licensed Patent provided that such sale, assignment, or transfer is subject to all of the terms and conditions of this Agreement.

14. WAIVER

It is agreed that failure to enforce any provisions of this Agreement by a Party shall not be deemed a waiver of any breach or default hereunder by the other Party. It is further agreed that no express waiver by either Party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

15. GOVERNING LAW; FORUM

THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF , GERMANY WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS. THE COMPETENT COURTS AND TRIBUNALS SITUATED IN MUNICH, GERMANY SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION IN ANY DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16. MISCELLANEOUS

16.1. The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

16.2. This Agreement will not be binding upon the Parties until it has been signed below on behalf of each party by a duly authorized representative.

16.3. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed on behalf of each Party by a duly authorized representative.

16.4. This Agreement, together with its Exhibits, embodies the entire understanding of the Parties and shall supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the Parties relating to the subject matter hereof.

16.5. In case any of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, (i) such invalidity, illegality or unenforceability shall not affect any other provisions hereof, (ii) the particular provision, to the extent permitted by law, shall be reasonably construed and equitably reformed to be valid and enforceable and if the provision at issue is a commercial term, it shall be equitably reformed so as to maintain the overall economic benefits of the Agreement as originally agreed upon by the parties and (iii) this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

16.6. Licensor shall have the right to terminate this Agreement forthwith by giving written notice of termination to Licensee at any time upon or after the filing by Licensee of a petition in bankruptcy or insolvency, or upon or after any adjudication that Licensee is bankrupt or insolvent, or upon or after the filing by Licensee of any petition or answer seeking judicial reorganization, readjustment or arrangement of the business of Licensee under any law relating to bankruptcy or insolvency, or upon or after the appointment of a receiver for all or substantially all of the property of Licensee, which is not removed or stayed within sixty (60) days thereafter, or upon or after the making of any assignment or attempted assignment for the benefit of creditors, or upon or after the institution of any proceeding or passage of any resolution for the liquidation or winding up of Licensee's business or for termination of its corporate life which is not removed or stayed within sixty (60) days thereafter.

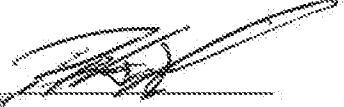
16.7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.8. Nothing herein shall be deemed to constitute one Party as the agent or representative of the other Party or both Parties as joint ventures or partners. Each Party is an independent contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF, both Licensor and Licensee have executed this Agreement by their duly authorized representative.

Ithaca Ventures k.s.

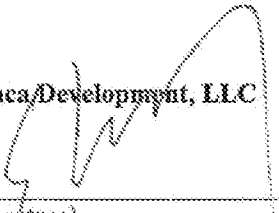
By 
(Signature)

Name Peter Lutz

Title Managing Director
//Ithaca Ventures Management s.r.o.

Date April 23rd 2013

Ithaca Development, LLC

By 
(Signature)

Name Erich Spangenberg

Title CEO

Date 04/28/2013

EXHIBIT A TO EXCLUSIVE LICENSE AGREEMENT

Licensors Patents

United States Patents & Patent Applications

United States Patent 6,624,802 (KLEIN, et al.)

European Patent Application EP 0966724

German Patent DE 59802723

The above, including all continuations, divisions, reexaminations, reissues and substitutes thereof, all inventions therein, including without limitation all rights to claim priority on the basis thereof, and any and all applications for patents which are or may hereafter be filed for this invention in any foreign country and all patents which may be granted on these inventions in any foreign country, and all extensions, renewals, and reissues thereof; and including without limitation, all rights to sue for past, present and future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries thereof.


Peter Lutz

PATENT