

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ICQ LLC	04/22/2010
RECEIVING PARTY DATA	
Name:	AOL Advertising Inc.
Street Address:	770 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13588982
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
ATTORNEY DOCKET NUMBER:	341 FAMILY - ICQLLCTOADV
NAME OF SUBMITTER:	Ryan E. Keller
Signature:	/Ryan E. Keller Reg. #60516/
Date:	08/23/2013
Total Attachments: 9	

OP \$40.00 13588982

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DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (the "Agreement"), is to be effective as of April 22, 2010 ("Effective Date"), and is made by and between AOL Advertising Inc., a Maryland corporation ("AOL Advertising"), and ICQ LLC, a Delaware limited liability company ("ICQ").

RECITALS

WHEREAS, AOL Advertising owns all of the issued and outstanding shares of ICQ; and

WHEREAS, ICQ owns certain technology assets set forth in Exhibit A and all of the following rights arising therefrom: (a) inventions and discoveries; (b) rights under applicable trade secret laws and regulations in each of the following: know-how, confidential or proprietary information, algorithms, data (including user related data but excluding Personal Data), designs, processes, drawings, blueprints, flow charts, models, strategies, techniques, source code and source code documentation, and (c) copyrights in both published and unpublished works, including without limitation, copyrights in all compilations, design rights and database rights, computer programs, manuals and other documentation, and all derivatives, translations, adaptations and combinations of the above and all registrations, applications, renewals and foreign counterparts for any of the foregoing items (excluding any Patents and the AOL Assets) (the "Excluded Assets"); and

For purposes of this agreement, the term "Patents" shall mean patents, patent application and inventions disclosures, including the patents and patent applications listed on Exhibit B hereof, and any related inventions, discoveries and invention disclosures (whether or not patentable), and any related trade secret rights, and all registrations, applications, divisions, continuations, continuations-in-part, re-issues, re-examinations, renewals and foreign counterparts for any of the foregoing items; and

For purposes of this agreement, the term "AOL Assets" means the software assets listed on Exhibit C hereof, and any related Intellectual Property.

WHEREAS, ICQ owns intellectual property rights in (a) patents, inventions, discoveries and invention disclosures (whether or not patented), (b) rights under applicable trade secret laws and regulations in each of the following: know-how, confidential or proprietary information, algorithms, data (including user related data but excluding Personal Data), designs, processes, drawings, blueprints, flow charts, models, strategies, techniques, source code and source code documentation, (c) copyrights in both published and unpublished works, including without limitation, copyrights in all compilations, design rights and database rights, computer programs, manuals and other documentation, and all derivatives, translations, adaptations and combinations of the above, and (d) all registrations, applications, divisions, continuations, continuations-in-part, re-issues, re-examinations, renewals and foreign counterparts for any of the foregoing items (collectively, "Intellectual Property"); and

WHEREAS, ICQ desires to distribute, convey, transfer and assign to AOL Advertising, as a distribution, all of ICQ's right, title and interest in and to the Intellectual Property excluding the Excluded Assets as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DISTRIBUTION OF INTELLECTUAL PROPERTY

- 1.1. Distribution, Assignment and Acceptance of Intellectual Property. Subject to the terms and conditions of this Agreement and subject to any licenses granted to any third party by ICQ, ICQ hereby distributes, assigns, and transfers to AOL Advertising, as a distribution, all of ICQ's right, title and interest in and to any Intellectual Property other than the Excluded Assets, including the Patents and the AOL Assets and including the subject matter of all claims which may be obtained therefrom for AOL Advertising's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ICQ if this assignment and distribution had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property (other than the Excluded Assets), with the right to sue for, and collect the same for AOL Advertising's own use and enjoyment, and for the use and enjoyment of AOL Advertising's successors, assigns, or other legal representatives, and AOL Advertising hereby accepts such distribution, assignment, and transfer of all right, title and interest in and to the Intellectual Property (other than the Excluded Assets).
- 1.2. Conveyance Instruments. ICQ and AOL Advertising agree that, upon the request of the other party and without further consideration, they will execute and deliver, or cause to be executed and delivered, such documents, certificates and instruments and take such other actions as reasonably may be required to consummate this agreement.
- 1.3. Transfer Fees. AOL Advertising shall pay all transfer, recording, filing and similar fees, if any, which may be due to any jurisdiction or governmental body and any other expenses (including, without limitation, counsel and accounting fees and expenses) arising in connection with or as a result of the consummation of the transactions contemplated by this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

ICQ hereby represents and warrants to AOL Advertising that:

- 2.1. Existence, Power and Authorization. ICQ is a limited liability company duly organized and validly existing under the laws of the State of Delaware. The execution, delivery and performance by ICQ of this Agreement are within the powers of ICQ and have been duly authorized by all necessary action on behalf of ICQ. The Agreement constitutes a valid and binding agreement of ICQ.
- 2.2. Ownership of Intellectual Property. ICQ is the record and beneficial owner of the Intellectual Property (excluding any rights acquired from third parties) and of the

Excluded Assets, free and clear of any lien or other encumbrance, limitation or restriction, except for any licences granted to any third party by ICQ, and will transfer and deliver the Intellectual Property to AOL Advertising free and clear of any lien or other encumbrance, limitation or restriction, except licenses granted to any third party by ICQ.

ARTICLE III MISCELLANEOUS PROVISIONS

- 3.1. Entire Agreement. This Agreement, including the Exhibits and any documents executed and delivered as contemplated by this Agreement, shall constitute the entire agreement between the parties pertaining to the subject matter contained herein and therein and shall supersede all prior and contemporaneous agreements, representations and understandings of the parties with respect to such subject matter.
- 3.2. Amendment and Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver or change in this Agreement will be binding unless executed in writing by the party making the waiver or affected by the change.
- 3.3. Governing Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with, the internal laws of the State of Delaware, without regard to principles of conflict of laws.
- 3.4. Counterparts. Any number of counterparts of this Agreement may be executed. Each counterpart will be deemed an original instrument and all counterparts taken together will constitute one agreement.
- 3.5. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 3.6. Headings. In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.
- 3.7. Effective Date. This Agreement will be binding and effective as of the Effective Date first above written.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officer or representative as of the date set forth opposite their respective names below.

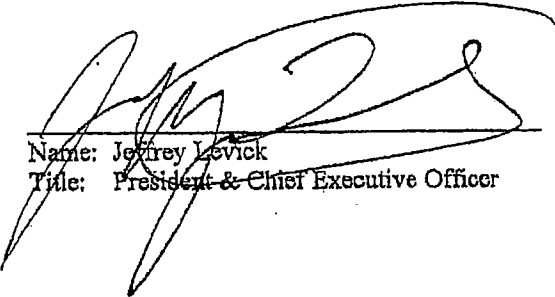
ICQ LLC

Date

Name: Bradley K. Garlinghouse, Jr.
Title: President

AOL Advertising Inc.

22 April 2010
Date



Name: Jeffrey Levick
Title: President & Chief Executive Officer

Exhibit A to Distribution Agreement		
Item	Asset	Asset Type
		<ul style="list-style-type: none"> - webpage text, graphics and UI - domain name - binary code - source code
1	ICQ windows desktop client (ICQ 6.5 and ICQ 7.x)	Source
2	ICQ.com webpages	<ul style="list-style-type: none"> - webpage text, graphics and UI - domain name
3	ICQ Xtraz	Source
4	ICQ "Feeds" (known as Lifestream at AOL) webpages (with the exception of setting create by AOL)	<ul style="list-style-type: none"> - webpage text, graphics and UI - domain name (Note: unclear that a separate domain is involved)
5	ICQ Partner Gateway Integration	Source
6	ICQ Web Service Agents (specific to operations of ICQ.com)	Source
7	ICQ Rate Limiting	Source
8	ICQ Gaming User Match	Source
9	ICQ User Online Status Cache	Source
10	ICQ Alerts Server	Source
11	ICQ Toolbar	Source, without AOL Google-key
12	BIG	Source
13	Rexx	Source

Exhibit B to Distribution Agreement									
Case No.	Plaintiff	Defendant	Filed	Status	Amount	Settlement	Comments	Outcome	Remarks
06975-06P01	Cobrowsky System	Joseph Vardi, Arif Vardi, Joseph Vigiser, Yair Goldfinger	31-Jan-01	Expired Provisional	\$0.255,089			PR	Buddy List, ICD, ICD Surf
06975-06P01	Communication System Allowing Users To Know Online Or Network Status Of Sought Users	Joseph Vardi, Arif Vardi, Joseph Vigiser, Yair Goldfinger	23-Apr-02	Patent	189,727,453			US	2003/020261
06975-22P03	Communication System and Method	Yair Goldfinger	29-Jan-05	Pending	12,951,618			US	
06975-22P02	Communication System and Method	Yair Goldfinger	24-Mar-08	Patent	12,053,967			US	
06975-22P01	Communication System and Method	Yair Goldfinger	30-Aug-01	Expired Provisional	\$0.315,712			PR	ICD & ICD Surf
06975-22P01	Communication System and Method	Yair Goldfinger	30-Aug-02	Patent	10,221,445			US	
28555	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Expired PCT	\$1,195,700,320			WFO	WO1990/018045
33957	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Allowed	2,268,147			CA	2,268,147
34000	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Patent	99,3264			MX	99-3264
55231	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	18-Apr-88	Pending	2,038,100,220,019			CN	101231530
55155	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Patent	97,942,173.2			DE	1013044
06975-65P01	Communications System	Danny Ben Shihit	23-Feb-06	Expired Provisional	\$0.655,464			FR	
55154	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Patent	942,173			FR	1013044
33986	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Provisional	97,122,07			BR	97,122,07
33984	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Patent	942,173			EP	1013044
38769	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Pending	00103882.5			HK	102,457A
55153	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Patent	942,173			GB	1013044
26485	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	27-Jan-97	Patent	08,791,437			US	
25947	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	06-Oct-96	Patent	11,9364			IL	11,9364
33998	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Patent	517,154			JP	514809
55131	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Pending	00177987			EP	1659745
33995	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Abandoned	48,954			AU	744,117
33998	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	30-Sep-87	Abandoned	97,103,59.5			CN	124,0083
55907	Communications System	Yair Goldfinger, Self Vigiser, Arif Vardi and Amir Annon	13-Nov-06	Provisional	11,659,102			US	2007/0051453
06975-55P01	Configuring output on a communication device	Danny Ben Shihit	23-Feb-06	Provisional	11,659,750			US	2008/0215711
06975-78P01	ICD Center Promotion Tool	Daniel SBY - contact	14-Dec-06	Followed	\$0.670,036			PR	

Exhibit C to Distribution Agreement		
Item	Asset	Asset Type
		- webpage text, graphics and UI - domain name - binary code - source code
1	AOL component libraries for IM desktop apps (AIMcc)	Source
2	AOL UI libraries (Boxely)	Source
3	AOL Media and File Relay System	Source
4	AOL Authentication System	Source
5	AIM Web Services API (SAWS)	Source
6	ICQ "Feeds" (known as Lifestream at AOL) webpage setting create by AOL	- webpage text, graphics and UI - domain name (Note: unclear that a separate domain is involved)
7	Lifestream/"Feeds" 3rd party Integration	Source, without keys, etc. rec'd from 3rd parties under contract
8	Lifestream/"Feeds"/AOL Integration	Source
9	AOL Registration System	Source
10	ICQ Reporting and Stats	Source
11	IP Resolver and Geo IP	Source
12	AOL Messaging Infrastructure (BOSS, Ape, Akas, Grog, DB Switcher)	Source
13	Buddy List Cache	Source
14	Buddy Art	Source
15	Offline Messaging	Source
16	Anti Spam IM	Source
17	Member Directory (logic source)	Source
18	ICQ SMS Hosts	Source
19	ICQ2GO	Source
20	ICQ for iPhone/Windows Mobile	Source
21	ICQ J2ME mobile client	Source
22	Dynamic flash based ad (BTU)	Source
23	Facebook Gateway	Source
24	Blim/Sag Gateway	Source
25	APNS	Source
26	Chat	Source