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:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (801)203-3546
Email: tkusitor@kjpip.com
Correspondent Name: Ryan E. Keller
Address Line 1: 1010 North 500 East

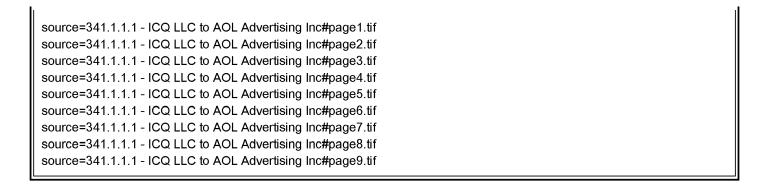
Address Line 2: Suite 210

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

PATENT REEL: 031068 FRAME: 0919 OP \$40.00 1358898



DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (the "Agreement"), is to be effective as of 2000, 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models, strategies, techniques, source code and source code documentation, and (c) copyrights in both published and unpublished works, including without limitation, copyrights in all compilations, design rights and database rights, computer programs, manuals and other documentation, and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;

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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

- Distribution, Assignment and Acceptance of Intellectual Property. Subject to the terms 1.1. 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 ICO 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. <u>Transfer Fees.</u> 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

ICO 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

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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. <u>Amendment and Modification</u>. 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. <u>Counterparts</u>, 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. <u>Headings</u>. In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.
- 3.7. <u>Effective Date</u>. This Agreement will be binding and effective as of the Effective Date first above written.

[SIGNATURE PAGE FOLLOWS]

284255-3

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 oppositive their respective names below.

ICQ LLC

Date

Name: Bradley K. Garlinghouse, Jr.

Title: President

AOL Advertising Inc.

22 April 2010 Date

Name: Joyfrey Levick
Title: President & Chief Executive Officer

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 oppositive their respective names below.

ICQ LLC

22 April 2010

Name: Bradley K. Garlinghouse, Jr.

Title: President

AOL Advertising Inc.

Date

Name: Jeffrey Levick

Title: President & Chief Executive Officer

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		- webpage text, graphics and Ul
		- domain name
		- binary code
		- source code
1	ICQ windows desktop client (ICQ 6.5 and ICQ 7.x)	Source
		- webpage text, graphics and UI
2	ICQ, com webpages	- domain name
3	ICQ Xtraz	Source
	ICQ "Feeds" (known as Lifestream at AOL) webpages	- webpage text, graphics and UI
4.	(with the exeption of setting create by AOL)	- domain name (Note: unclear that a separate domain is involved
5	ICQ Partner Gateway Integration	Source
	ICQ Web Service Agents (specific to operations of	
6	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

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Cohrat Sity (contact) Rejected		ione States Notification System	09-Way-06	Joseph Vand, Arie Varof, Joseph Vigiser Yak Goldfinger	11/430,109	Presecution		S	20060233324	Telephone Slade Noffcation System	
	MAN A	Parts Stated Blocket		Ostvat Sity (contact)		Rejected				Web Page Sound Blocker	

Item	Asset	ition Agreement Asset Type
		- webpage text, graphics and Ul
		- 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
	Lifestream/"Feeds"/AOL Integration	Source
9	AOL Registration System	Source
10	ICQ Reporting and Stats	Source
11	IP Resolver and Geo IP	Source
<u>'</u>	AOL Messaging Infrastrucutre (BOSS, Ape, Akes, Grog, DB	
12	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

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