

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3495007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/20/2008
CONVEYING PARTY DATA	
Name	Execution Date
XSLENT TECHNOLOGIES, LLC	04/20/2008
RECEIVING PARTY DATA	
Name:	BIG KAHUNA TECHNOLOGIES, LLC
Street Address:	5186 CARROLL CANYON RD, SUITE B
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7647337
Patent Number:	8290988
Application Number:	14256870
CORRESPONDENCE DATA	
Fax Number:	(858)300-2600
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	831-688-7344
Email:	fab@bigkahunatech.com
Correspondent Name:	FRANK A. BUSALACCHI
Address Line 1:	130 ROSS RD
Address Line 4:	APTOS, CALIFORNIA 95003
NAME OF SUBMITTER:	FRANK A. BUSALACCHI
SIGNATURE:	/Frank A. Busalacchi 08-24-2015/
DATE SIGNED:	08/24/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 27	
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COMPROMISE AGREEMENT AND MUTUAL RELEASE

This Compromise Agreement and Mutual Release ("Agreement") is by XSLENT, LLC, a Nevada limited liability company ("Xslent") on the one hand, and those of the following entities and individuals who sign this Agreement (each of which is a "Signing Party" and who collectively are the "Signing Parties"), on the other hand: Atira Technologies, LLC, a Nevada limited liability company ("Atira"), Xslent Technologies, LLC, a Delaware limited liability company ("XT"), XET Holding Co., LLC, a Delaware limited liability company ("XET"), Martin N. Lettunich ("Lettunich"), Stefan Matan ("Matan"), David Tinsley ("Tinsley"), Kore Technologies, LLC ("Kore"), Paul Bressler ("Bressler"), Frank Kertai ("Kertai"), Joseph Bressler, and Frank Busalacchi ("Busalacchi"). Xslent and each Signing Party (each a "Party" and collectively "the Parties") agree as follows:

1. Recitals.

- (a) The Companies and the Civil Actions. Certain disputes and controversies have arisen regarding the formation, organization, governance, operation and ownership of Xslent, Atira, XT and XET (collectively, the "Companies"), which have spawned litigation pending in the Santa Clara County Superior Court entitled XET Holding Co., LLC, Xslent Technologies, LLC, Xslent, LLC and Atira Technologies, LLC v. XS Holding B.V., Brian Caffyn and David Tinsley, and related cross-actions, Case No. 107CV092388, Atira Technologies, LLC v. XS Holding B.V., Xslent, LLC, Xslent Technologies, LLC and XET Holding, LLC, Case No. 108CV103270, and Atira Technologies, LLC v. XET Holdings Co., LLC, Xslent Technologies, LLC, Xslent, LLC, XS Holding B.V., and Brian Caffyn Case No. 108CV106601 ("Atira Rescission Action"), which include allegations relating to the ownership, funding, management, operations, employees, contractors, record-keeping, operating agreements (and lack thereof), intellectual property, finances, taxes, affiliates and legal representation of and among the Companies and several of the people and entities named in the introductory paragraph of this Agreement (collectively, the "Civil Actions").
- (b) The Disputes. For purposes of this Agreement, the "Disputes" means all conversations, communications, transactions, business dealings and issues among the Parties arising out of or relating to the Companies up to and including the Effective Date, which include but are not limited to the specific issues that have been raised or alleged, or that could have been raised or alleged, in the Civil Actions and related appeals (collectively "the Disputes").
- (c) Purpose. It is the intention of Xslent and the Signing Parties, subject to the exceptions in Section 7(d), to settle and dispose of, fully and completely, all claims, demands, cross-claims, causes of action, and appeals that Xslent may have against each Signing Party, and that each

Signing Party may have against Xslent, including, without limitation, claims, demands, cross-claims, causes of action, and appeals arising out of any matter described in or related to the Disputes. Subject to the exceptions set forth in Section 7(d), none of the Parties has any unstated belief or intention that this Agreement, or the releases provided herein, do not apply to certain claims or types of claims, it being the intention of the Parties that this Agreement constitutes an "iron clad and enforceable general release" as that term is used in the Court's opinion in Winet v. Price (1992) 4 Cal.App.4th 1159.

- (d) Related Documents. The terms set forth herein contemplate the transfer of property, including intellectual property, contracts and tangible assets from Xslent, XT, Tinsley, and WorldSpace, LLC to Big Kahuna Technologies, LLC ("BKT") as more fully set forth in the Agreement Regarding Intellectual Property, Contracts, and Licenses attached hereto as Exhibit A ("Kahuna Agreement").

- 2. Mutual Compromise Agreement. In consideration of the various promises and concessions herein, and subject to the exceptions set forth in Section 7(d), upon satisfaction of the conditions in Section 4, each Signing Party hereby compromises and settles its claims against Xslent, and Xslent hereby compromises and settles its claims against each Signing Party including but not limited to the Disputes on the terms and conditions set forth in this Agreement:

- (a) Ownership of the Class A members of XT.
 - (i) Atira owns an 89% interest in the Class A membership units in XT. Accordingly, any distribution to the Class A Members of XT by XET will be allocated 89% to Atira; and
 - (ii) Xslent owns an 11% interest in the Class A membership in XT. Accordingly, any distribution to the Class A Members of XT by XET will be allocated 11% to Xslent.
- (b) Any changes to the Class A membership interest units in XT, other than those set forth in Section 2(a), will be treated as follows:
 - (i) Units sold/allocated to raise capital to continue the operations of XET or for XET employee incentive or bonus units will be diluted proportionately;
 - (ii) Units sold, transferred or allocated in resolution or settlement of the Civil Actions, if any, dilute Atira's interest in XET only.
- (c) Within ten days following performance of the conditions set forth in Section 4, and upon execution of the Tinsley Settlement Agreement:

- (i) In consideration for transfer by Tinsley of the units on Exhibit B, Lettunich agrees to transfer to Tinsley his loans to Xslent in the amount of \$575,000 interest bearing at 5 % annually and \$225,000 non interest bearing and accrued interest for a combined total of \$980,000. Based on the current financial position of Xslent, the fair market of the Xslent Loans is 10% of their face value. Lettunich and Tinsley will use the aforementioned value for purposes of filing tax returns.
 - (ii) XT claims that Xslent owes it for expenses XT has paid for Xslent; Xslent denies such liability. Should Xslent be liable for these expenses, Lettunich agrees to indemnify and hold harmless Xslent for such expenses only up to and including the sum of \$602,000.
 - (iii) In exchange for the performance described in (i) and (ii) above, and as a compromise of disputes concerning ownership interests in these companies, the Xslent Board of Managers agree that Xslent has the shares reflected in Exhibit B and the Atira Board of Managers agree that the Atira Units are reflected in Exhibit C for Lettunich, Tinsley, Matan and Paul Bressler.
- (d) In exchange for the \$1.4 million note due from Xslent to Atira, BKT shall and hereby assign to Atira a fully-paid, world-wide license for the VPC application licensed to XET and a fully-paid and supported license to GINA and NCT for the exclusive, world-wide use for all VPC applications.
- (e) Until an Operating Agreement is executed by all members of Xslent, Xslent and the Signing Parties agree that (1) subject to paragraph (f), Xslent shall operate as a majority-ruled, manager-managed limited liability company with 5 seats on the Board of Managers, (2) Tinsley, Busalacchi, Ken Dickinson ("Dickinson"), Martin Lettunich, and Stefan Matan will be the initial Managers of Xslent; (3) nothing in this paragraph restricts a manager from resigning from the Board of Managers, and (4) should Frank Busalacchi or Ken Dickinson resign from the Board of Managers or be unable to serve on the Board of Managers, Kore shall have the right to name a successor(s).
- (f) To the extent that Xslent is a party to the Civil Actions, Lettunich and Matan shall manage and make all decisions relating to the Atira Rescission Action. As to any other litigation, the Board of Managers will manage such ongoing litigation provided any action taken shall require Lettunich's and Matan's consent. Such consent shall not be unreasonably withheld.
- (g) Lettunich will immediately cause all of Xslent's financial and other books, records and property not subject to the attorney-client privilege or work product protection to be delivered to Xslent's Board of Managers, including Dickinson, Busalacchi, and Tinsley. Xslent shall be entitled to

request and promptly receive a back-up of non-privileged or non-work product protected Xslent data.

- (h) Atira has filed the Atira Rescission Action wherein, among other things, it seeks to rescind its transfer of its intellectual property, including but not limited to XPX and related applications ("XPX") to XT or XET. It is the intent of the Parties that Xslent is not prejudiced by a rescission of the XPX property.
 - (i) As of the Effective Date, the members of BKT shall be Xslent, XS Holding B.V. ("XS") and Tinsley and BKT shall be owned 89.9% by Xslent, 10% by XS and 0.1% by Tinsley.
3. Attorneys' Fees – Subject to paragraph 7(d), Xslent is not responsible for any attorneys' fees or costs for services rendered in the Civil Actions or by any other party up to the effective date of this Agreement, and the negotiation, documentation, and implementation of this Agreement. Lettunich shall indemnify and hold harmless Xslent for any fees or costs sought by Silicon Valley Law Group against Xslent LLC for services relating to the Civil Actions and this Agreement, including but not limited to with respect to the Xslent assignment to Atira and Atira's indemnification of Xslent as set forth in paragraph 7(d)(vi).
4. Conditions—As between Xslent and each Signing Party, this Agreement, and the releases and dismissals specified herein, are conditioned upon and shall not be effective until the last of the following occur (each an "Effective Date" as to Xslent and that Signing Party):
- (a) The written consent of XT Members and XT Managers authorizing the entry into this Agreement and the transactions contemplated herein in the form attached hereto as Exhibit D;
 - (b) Written resolution and consents by the managers and a majority of the member interests of Xslent authorizing the entry into this Agreement and the transactions contemplated herein, in the form attached hereto as Exhibit E;
 - (c) David Tinsley and Paul Bressler signing the Atria Operating Agreement;
 - (d) Execution of this Agreement by Xslent;
 - (e) Execution of this Agreement by the Parties (together with written resolutions authorizing the entry into this Agreement by any Signing Party that is an entity;
 - (f) Execution and satisfaction of the conditions of the Kahuna Agreement.

5. Dismissals of Claims— Except as to Atira Rescission Action, in the Civil Actions, Xsient and each Signing Party will dismiss all claims now pending between Xsient and each Signing Party, with prejudice, within three (3) days of the conditions being satisfied as to Xsient and that Signing Party. These dismissals include (1) Xsient dismissing all claims as to Tinsley, ; and, (2) Tinsley, Kore, Joseph Bressler, Paul Bressler, and Kertai dismissing all claims as to Xsient. As to the Atira Rescission Action, it shall be resolved by Lettunich and Matan.
6. Cooperation - The Parties will cooperate with each other and promptly perform such acts and execute and deliver such documents and information as reasonably necessary to carry out the provisions of this Agreement, including but not limited to: (a) assignments of rights and obligations; and (b) transfers or adjustments of ownership interests in the Companies, including issuing of certificates.
7. Mutual General Releases - In further consideration of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and except as provided in Section 7(d):
- (a) Each Signing Party generally releases, remises and forever discharges Xsient, and Xsient's former and current: heirs, personal representatives, agents, servants, officers, directors, employees, shareholders, principals, members, managers, predecessors, subsidiaries, affiliates, partners, attorneys, insurers, successors and assigns from any and all claims, demands, cross-claims, causes of action, and appeals that the Signing Party may have, known or unknown, from the beginning of time through the Effective Date including, without limitation claims, demands, cross-claims and causes of action arising out of or related to the facts and circumstances giving rise to the Disputes, or any claims that might have been brought in any court or tribunal, except as to such rights or claims as may be created by this Agreement or arise hereafter.
 - (b) Xsient generally releases, remises and forever discharges each Signing Party, and Xsient's personal representatives, agents, servants, officers, directors, employees, shareholders, principals, members, managers, predecessors, subsidiaries, affiliates, partners, attorneys, insurers, successors and assigns from any and all claims, demands, cross-claims, causes of action, and appeals that each or any of the Parties may have, known or unknown, from the beginning of time through the Effective Date, without limitation claims, demands, cross-claims and causes of action arising out of or related to the facts and circumstances giving rise to the Disputes, or any claims that might have been brought in any court or tribunal, except as to such rights or claims as may be created by this Agreement or arise hereafter.

- (c) Each Signing Party and Xslent: (i) are aware that they may have claims against each other, of which they have no present knowledge or suspicion; (ii) have taken into account such a possibility in entering into this Agreement; (iii) agree that the mutual general releases set forth in this Agreement constitute full and final releases applying to all unknown and unsuspected claims, including, without limitation, those claims, demands and causes of action comprising or arising out of the Disputes; (iv) expressly waives any right or claim of right to assert hereafter that any claim has, through oversight or error, been omitted from the Disputes or the terms of this Agreement; (v) acknowledges that it has had the opportunity to receive independent legal advice from attorneys with respect to the advisability of executing this Agreement and any agreements contemplated hereby, and expressly waives any rights or benefits which he or it otherwise might have under California Civil Code Section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR.

- (d) Notwithstanding anything in the Agreement to the contrary, the following claims, issues and disputes are not released by this Agreement:
- (i) Nothing in this Agreement affects any Party's right to conduct or respond to discovery as to any matter in connection with any lawsuit or proceeding;
 - (ii) Nothing in this Agreement shall be construed to be a waiver or release of any claims by: (1) XS or Caffyn against Lettunich, Matan, XT, XET, Atira, Xslent, Lisa Gallagher, or any other entity, including any derivative claim; (2) Atira, Xslent, XT, XET, Lettunich, Matan; or Lisa Gallagher against XS or Caffyn; or (3) XET or XT, or by XS or Caffyn by way of derivative action.
 - (iii) This Agreement shall not be used in the Civil Actions: (A) To advance the position that XS and/or Brian Caffyn have waived any right as to any claim or any claim as to any cross defendant that XS and Brian Caffyn have sued or may sue in the Civil Actions; or, (B) To advance the position that XS and/or Brian Caffyn cannot sue for the loss of some or all of the investment in XT or XET by XS and/or Brian Caffyn.
 - (iv) Lettunich does not release Xslent from the loans that he has assigned to Tinsley pursuant to this Agreement.
 - (v) XT does not release its accounts receivables owed to XT by Xslent.
 - (vi) Atira does not release Xslent to the extent that it is required to name Xslent as a necessary party to the Atira Rescission Action. Xslent assigns to Atira all of its rights and interest to control such action,

- including its defense and any claims it may assert. Atira agrees to indemnify and hold harmless Xslent as to Atira Rescission Action.
- (vii) Except as explicitly provided in this section 7, this Agreement does not release any claim among the Signing Parties (i.e., claims by any Signing Party against any other Signing Party.)

8. Representations and Warranties – Except as otherwise provided in this Agreement, and except for the Civil Actions, Tinsley, Matan, and Lettunich warrant and represent to the best of their knowledge as to Xslent:

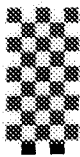
- (a) Other than a potential claim by Bao Tran, there are no outstanding claims for membership units, options, warrants or other rights to acquire units in Xslent;
- (b) Other than a \$7,500 tax obligation owing, the obligations that may be attendant to the 2007 tax year which tax returns on extension) and the possibility that tax returns for prior years may need to be amended (and making no representation as to the effect on the amount due), Xslent has no tax obligations;
- (c) Other than a \$50,000 account payable claimed by EBOTS, there are no outstanding lawsuits, liens, claims or demands against Xslent;
- (d) There are no outstanding agreements, liens, claims or demands as to any intellectual property or other tangible or intangible assets of Xslent other than the Japanese Patent Office's action re Intelligent Fabric.
- (e) Other than identified in this Agreement, Xslent is not a party to any one agreement that obligates Xslent in excess of \$1,000;
- (f) Other than identified in this Agreement, Xslent does not owe money to any one creditor in excess of \$1,000

9. Notices - All notices and other communications between the settling Parties shall be in writing and delivered personally or by a nationally recognized overnight courier service (e.g. Federal Express) at the addresses listed by each Party's signature below.

10. Denial of Liability - It is understood and agreed that this is a compromise settlement of disputed claims or potential disputed claims and that the furnishing of consideration for this Agreement shall not be deemed or construed as an admission of liability or responsibility at any time for any purpose by signatory to this Agreement. The liability for any and all claims is expressly denied by each signatory to this Agreement.

11. Miscellaneous -

- (a) California law controls, and if litigation arises out of this Agreement, the action must be filed in Santa Clara County Superior Court, and the prevailing party will recover its reasonable attorneys' fees and reasonable litigation costs whether those costs are recoverable by statute.
- (b) This Agreement is binding on and inures to the benefit of all Parties and their successors, agents, and assigns.
- (c) The Parties further acknowledge that this Agreement is a compromise of claims for consideration.
- (d) Each Party has received independent professional or legal advice, or has chosen not to do so, with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to its meaning.
- (e) No Party has assigned, transferred, or granted, or purported to assign, transfer or grant any of the claims, demands and causes of action released by this Agreement.
- (f) This Agreement may be amended, and any provision may be waived, only by an agreement in writing executed by the party or parties against whom enforcement of such modification is sought.
- (g) This Agreement may be executed in counterparts and when each Party has signed and delivered at least one such counterpart each counterpart shall be deemed an original and, when taken together with the other executed counterparts, shall constitute one Agreement. Facsimile signatures shall have the same force and effect as original signatures.
- (h) Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the laws of the United States and the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of any such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to the Agreement.
- (i) The fact that Tinsley is not a signatory to this Agreement as a Manager of XT is without prejudice to the position of any party in the Civil Actions regarding whether Mr. Tinsley is a Manager of the XT, it being understood that this Agreement is binding under the XT Operating Agreement in either event.



- (j) The fact that Busalacchi and Dickinson are signatories to this Agreement as Managers of Xsient is without prejudice to the position of any party in the pending litigation in Santa Clara Superior Court that, prior to the effective date of this Agreement, they were or were not Managers of Xsient, it being understood that this Agreement is binding.

XSLENT, LLC

By: Martin Little
Its authorized manager

Date: 4/20/08

Address:

XSLENT TECHNOLOGIES, LLC

By: Martin Little
Its authorized manager

Date: 4/20/08

Address:

XET HOLDING CO., LLC

By: Martin Little
Its authorized manager

Date: 4/20/08

Address:

ATIRA TECHNOLOGIES, LLC

By: Martin Little
Its authorized Managers

Date: 4/20/08

Address:

KORE TECHNOLOGIES, LLC

By: _____
Its authorized manager

Date: _____

Address:

By: _____ Joseph Bressler Individually and as a member of Xsient	Date: _____	Address:
By: _____ Paul Bressler Individually and as a member of Xsient	Date: _____	Address:
By: _____	Date: _____	Address:

- (j) The fact that Busalacchi and Dickinson are signatories to this Agreement as Managers of Xsient is without prejudice to the position of any party in the pending litigation in Santa Clara Superior Court that, prior to the effective date of this Agreement, they were or were not Managers of Xsient, it being understood that this Agreement is binding.

XSIENT, LLC

By: _____ Date: _____ Address
Its authorized manager

XSIENT TECHNOLOGIES, LLC

_____ Date: _____ Address:
By: _____
Its authorized manager


XET HOLDING CO., LLC

_____ Date: _____ Address:
By: _____
Its authorized manager

ATIRA TECHNOLOGIES, LLC

By: _____ Its authorized Managers	Date: _____	Address:
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KORE TECHNOLOGIES, LLC

By:  Ken Dickinson Its authorized manager	Date: April 21, 2008	Address: 9340 Hazard Way San Diego, CA 92123
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By: _____ Joseph Bressler Individually and as a member of Xsient	Date: _____	Address:
By: _____	Date: _____	Address:

- (j) The fact that Busalacchi and Dickinson are signatories to this Agreement as Managers of Xsient is without prejudice to the position of any party in the pending litigation in Santa Clara Superior Court that, prior to the effective date of this Agreement, they were or were not Managers of Xsient, it being understood that this Agreement is binding.

XSLENT, LLC

By: _____ Date: _____ Address
Its authorized manager

XSLENT TECHNOLOGIES, LLC

By: _____ Date: _____ Address:
Its authorized manager

XET HOLDING CO., LLC

By: _____ Date: _____ Address:
Its authorized manager

ATIRA TECHNOLOGIES, LLC

By: _____ Its authorized Managers	Date: _____	Address: _____
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KORE TECHNOLOGIES, LLC

By: _____ Its authorized manager	Date: _____	Address: _____
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By: <i>Joe Bressler</i> Joseph Bressler Individually and as a member of Xsient	Date: <i>4/21/08</i>	Address: <i>505 W. Homestead Ave Campbell, CA 95008</i>
By: _____ Paul Bressler Individually and as a member of Xsient	Date: _____	Address: _____
By: _____	Date: _____	Address: _____

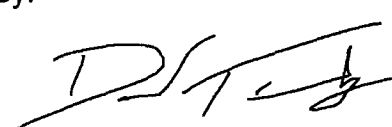
XT S. - Patent Xsient - 4-21-08, Second Final

Paul Bressler

Paul Bressler Individually and as a member of Xsient	Date: <u>4/21/2008</u>	Address: <u>463 BAY MEADOWS WY</u> <u>SOLANA BEACH, CA 92075</u>
By: _____ Frank Kertai Individually and as a member of Xsient	Date: _____	Address: _____
By: _____ Frank Busalacchi Individually and as a member of Xsient	Date: _____	Address: _____
By: _____ David Tinsley Individually and as a member of Xsient	Date: _____	Address: _____
By: _____ Stefan Matan Individually and as a member of Xsient prior to the effective date of this Agreement.	Date: _____	Address: _____
By: _____ Martin N. Lettunich Individually and as a member of Xsient	Date: _____	Address: _____

By: _____ Joseph Bressler Individually and as a member of Xsient	Date: _____	Address: _____
By: _____ Paul Bressler Individually and as a member of Xsient	Date: _____	Address: _____
By: <u>[Signature]</u> Frank Kertai Individually and as a member of Xsient	Date: <u>7/21/2008</u>	Address: <u>516 SHASTA AVE CT</u> <u>SCOTT VALLEY, CA 95066</u>
By: _____ Frank Busalacchi Individually and as a member of Xsient	Date: _____	Address: _____
By: _____ David Tinsley Individually and as a member of Xsient	Date: _____	Address: _____
By: _____ Stefan Matan Individually and as a member of Xsient prior to the effective date of this Agreement.	Date: _____	Address: _____
By: _____ Martin N. Lettunich Individually and as a member of Xsient	Date: _____	Address: _____

Frank Kertai Individually and as a member of Xsient		
By: <u>[Signature]</u>	Date: <u>4/21/2008</u>	Address:
Frank Bussiacchi Individually and as a member of Xsient	Date: _____	Address: <u>15012050 R1</u> <u>Apt 101 CA 95003</u>
By: _____	Date: _____	Address:
David Tinsley Individually and as a member of Xsient		
By: _____	Date: _____	Address:
Stefan Matan Individually and as a member of Xsient prior to the effective date of this Agreement		
By: _____	Date: _____	Address:
Martin N. Lettunich Individually and as a member of Xsient	Date: _____	Address:

Frank Kertai Individually and as a member of Xslent		
By: _____	Date: _____	Address: _____
Frank Busalacchi Individually and as a member of Xslent	Date: _____	Address: _____
By: 	Date: 04/21/08	Address: San Jose CA 95128
David Tinsley Individually and as a member of Xslent		
By: _____	Date: _____	Address _____
Stefan Matan Individually and as a member of Xslent prior to the effective date of this Agreement.		
By: _____	Date: _____	Address _____
Martin N. Lettunich Individually and as a member of Xslent	Date: _____	Address _____

Frank Kertai Individually and as a member of Xslent		
By: _____	Date: _____	Address: _____
Frank Busalacchi Individually and as a member of Xslent	Date: _____	Address: _____
By: _____	Date: _____	Address _____
David Tinsley Individually and as a member of Xslent		
By: <u>Stefan Matan</u>	Date: <u>4/20/08</u>	Address _____
Stefan Matan Individually and as a member of Xslent prior to the effective date of this Agreement.		<u>487 Lea CT</u> <u>Norato, CA 94945</u>
By: _____	Date: _____	Address _____
Martin N. Lettunich Individually and as a member of Xslent	Date: _____	Address _____

Frank Kertai Individually and as a member of Xsient		
By: _____	Date: _____	Address: _____
Frank Busalacchi Individually and as a member of Xsient	Date: _____	Address: _____
By: _____	Date: _____	Address: _____
David Tinsley Individually and as a member of Xsient		
By: _____	Date: _____	Address: _____
Stefan Matan Individually and as a member of Xsient prior to the effective date of this Agreement.		
By: _____	Date: _____	Address: _____
Martin N. Lettunich Individually and as a member of Xsient	Date: <u>4/20/08</u> <i>Martin Lettunich</i>	Address: _____

Exhibit A
Agreement Regarding Intellectual Property, Contracts, and Licenses from Xsient Technologies, LLC, WorldSpace, LLC, and Xsient, LLC to Big Kahuna Technologies, LLC

Exhibit B
Xsient Share Holders as Adjusted Pursuant to Compromise Agreement and Mutual Release

Member	Shares		Total
	Class A	Class B Shares	
Leftunich, Martin	10,187,000		10,187,000
Matan, Stefan	0		0
Tinsley, David	9,263,000	3,200,000	12,463,000
Bressler, Joe	1,420,000	400,000	1,820,000
Kore Technologies	10,200,000		10,200,000
Emerald Capital Partners	1,350,000		1,350,000
Handley, Geron	400,000		400,000
Busalacchi, Frank & Marie	400,000	700,000	1,100,000
Bressler, Martin & Joyce	125,000		125,000
Emmerick, Tom & Willene	25,000		25,000
Kertai, Frank	125,000	200,000	325,000
Dayton, Jerome	100,000	170,000	270,000
Tudor, Ron		1,500,000	1,500,000
James Johantgen		200,000	200,000
Alexander P. Wolf		29,167	29,167
Daniel Baker		145,833	145,833
Dean N. Harris		216,667	216,667
Eric W. Yarbrough		300,000	300,000
Evgenia Wolf		29,167	29,167
Paul W. Bressler		700,000	700,000
Peter S. Maartmann-Moe		83,333	83,333
Rainer Keller		81,250	81,250
Robert V McMillen Jr.		131,250	131,250
Ronald J. Stenn		266,667	266,667
Sato, Jean		400,000	400,000
Ulrich, Mike		250,000	250,000
Skinner, Wes		300,000	300,000
Bill, David		1,850,000	1,850,000
Boyce, Phil	2,700,000		2,700,000
	36,305,000	11,703,334	48,008,334

Outstanding **48,008,334** Maximum 60,000,000

Exhibit C
Atira Share Holder Adjustments Pursuant to Compromise Agreement and Mutual Release

Share Holder	Start Shares	Shares Transferred	Loans	Final Shares
Martin Lettunich	9,774,564		679,685	10,454,249
David Tinsley	5,973,343	(1,289,242)	(679,685)	4,004,416
Stefan Matan	5,973,343	1,289,242		7,262,585
Bressler, Paul & Emily	50,000			50,000

Exhibit D

**WRITTEN CONSENT OF MANAGERS AND MEMBERS OF
XSLT TECHNOLOGIES, LLC REGARDING TRANSFER TO BIG KAHUNA
TECHNOLOGIES, LLC AND TERMS OF COMPROMISE AGREEMENT AND
MUTUAL RELEASE AND MEMBERS' CONSENT THERETO**

The undersigned Managers and Members of Xslent Technologies, LLC, a Delaware limited liability company (the "Company"), having sufficient authority to act on behalf of, and bind, the Company and Members pursuant to the Company's Operating Agreement, take the following action and adopt the following resolution:

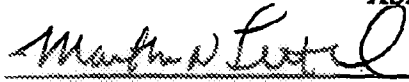
RESOLVED: that Martin N. Lettunich, a Manager of the Company, is hereby authorized by the Managers and Members of the Company, and instructed to promptly execute and deliver on behalf of the Company the Agreement Regarding Intellectual Property, Contracts, and Licenses from Xslent Technologies, LLC, WorldSpace, LLC, and Xslent, LLC to Big Kahuna Technologies, LLC attached hereto as Exhibit A. Included in this consent is the authority to execute documents that transfer the Xslent Technologies, LLC intellectual property that is required by such Agreement to Big Kahuna Technologies, LLC. Facsimile signatures and signatures sent electronically by e-mail .pdf file shall be deemed original and binding signatures.

RESOLVED: It is further resolved that Martin N. Lettunich, a Manager of the Company, is hereby authorized by the Managers and Members of the Company, and instructed to promptly execute and deliver on behalf of the Company the Compromise Agreement and Mutual Release attached hereto as Exhibit B.

By execution below, the Company and its Members hereby consent to the terms of the agreements attached as Exhibit A and Exhibit B hereto. The Consent given herein by Brian Caffyn as a Manager of Xslent Technologies, LLC and on behalf of XS Holding B.V. as a Member of Xslent Technologies is given with the intent of mitigating the damages of XS Holding B.V and Brian Caffyn. The Consent is given without waiving any right or claim of XS Holding B.V or Brian Caffyn, including but not limited to any derivative right or claim. Further, in providing this Consent, XS Holding B.V and Brian Caffyn does not waive any claim or right related to any loans or accounts receivables.

IN WITNESS WHEREOF, the Managers and Members set forth below have executed this Written Consent as of the date set forth herein.

XSLT TECHNOLOGIES, LLC


Martin N. Lettunich, Manager

Dated: 4/24/08, 2008

Stefan Matan
Stefan Matan, Manager

Dated: 4/20/, 2008

Brian E. Caffyn, Manager

Dated: _____, 2008

Stefan Matan
Atira Technologies, LLC, Member
By: Stefan Matan

Dated: 4/20/, 2008

Xslent, LLC, Member
By: David Tinsley

Dated: _____, 2008

XS Holding, B.V., Member
By: Brian Caffyn

Dated: _____, 2008

Exhibit E

**WRITTEN CONSENT OF MANAGERS OF
XSLNT, LLC TO THE TERMS OF COMPROMISE AGREEMENT AND MUTUAL
RELEASE AS PART OF LITIGATION SETTLEMENT; TRANSFERS TO BIG
KAHUNA TECHNOLOGIES, LLC; and DISTRIBUTION OF MEMBER UNITS**

The undersigned Managers of Xslent, LLC, a Nevada limited liability company (the "Company"), having sufficient authority to act on behalf of, and bind, the Company and its respective Members, take the following action and adopt the following resolution:

RESOLVED: that the Managers of Xslent, LLC consent to the terms as set forth in the Compromise Agreement and Mutual Release ("Agreement") attached as Exhibit A.

RESOLVED: that the Managers of the Company consent to the terms as set forth in the Agreement Regarding Intellectual Property, Contracts, and Licenses from Xslent Technologies, LLC, WorldSpace, LLC, and Xslent, LLC to Big Kahuna Technologies, LLC attached as Exhibit B. The Managers are authorized and instructed to take such further action, including executing agreements required to perform the terms of Exhibit B, as may be required.

RESOLVED: that Exhibit C attached to this Written Consent represents the members and amounts of units held by each member in Xslent as of the effective date of the Agreement.

Facsimile signatures and signatures sent electronically by e-mail .pdf file shall be deemed original and binding signatures.

The fact that Mr. Buzalacchi and Mr. Dickinson are signatories to this Agreement as Managers of Xslent is without prejudice to the position of any party in the pending litigation in Santa Clara Superior Court (Action no. 107 CV 092833) that, prior to the effective date of the Agreement, they were or were not Managers of Xslent.

IN WITNESS WHEREOF, the Managers set forth below have executed this Written Consent to the terms of the Agreement, as of the date set forth herein.

XSLNT, LLC


Martin N. Lettunich, Manager

Dated: 4/20/08, 2008

Stefan Matan, Manager

Dated: _____, 2008

David Tinsley, Manager

Dated: _____, 2008

Exhibit E

**WRITTEN CONSENT OF MANAGERS OF
XSLENT, LLC TO THE TERMS OF COMPROMISE AGREEMENT AND MUTUAL
RELEASE AS PART OF LITIGATION SETTLEMENT; TRANSFERS TO BIG
KAHUNA TECHNOLOGIES, LLC; and DISTRIBUTION OF MEMBER UNITS**

The undersigned Managers of Xslent, LLC, a Nevada limited liability company (the "Company"), having sufficient authority to act on behalf of, and bind, the Company and its respective Members, take the following action and adopt the following resolution:

RESOLVED: that the Managers of Xslent, LLC consent to the terms as set forth in the Compromise Agreement and Mutual Release ("Agreement") attached as **Exhibit A**.

RESOLVED: that the Managers of the Company consent to the terms as set forth in the Agreement Regarding Intellectual Property, Contracts, and Licenses from Xslent Technologies, LLC, WorldSpace, LLC, and Xslent, LLC to Big Kahuna Technologies, LLC attached as **Exhibit B**. The Managers are authorized and instructed to take such further action, including executing agreements required to perform the terms of Exhibit B, as may be required.

RESOLVED: that **Exhibit C** attached to this Written Consent represents the members and amounts of units held by each member in Xslent as of the effective date of the Agreement.

Facsimile signatures and signatures sent electronically by e-mail .pdf file shall be deemed original and binding signatures.

The fact that Mr. Busalacchi and Mr. Dickinson are signatories to this Agreement as Managers of Xslent is without prejudice to the position of any party in the pending litigation in Santa Clara Superior Court (Action no. 107 CV 092833) that, prior to the effective date of the Agreement, they were or were not Managers of Xslent.

IN WITNESS WHEREOF, the Managers set forth below have executed this Written Consent to the terms of the Agreement, as of the date set forth herein.

XSLENT, LLC

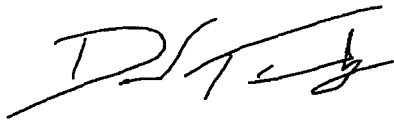
_____	Dated: _____, 2008
Martin N. Lettunich, Manager	
<u>Stefan Matan</u>	Dated: <u>4/20/</u> , 2008
Stefan Matan, Manager	
_____	Dated: _____, 2008
David Tinsley, Manager	

Frank Busalacchi
Frank Busalacchi, Manager

Dated: ⁴⁰³ 4/27, 2008

Ken Dickinson
Ken Dickinson, Manager

Dated: _____, 2004



Dated: April 21, 2008

David Tinsley, Manager

Frank Busalacchi, Manager

Dated: _____, 2008

Ken Dickinson, Manager

Dated: _____, 2008

Frank Businacchi, Manager

Dated: _____, 2008

Ken Dickinson, Manager

Dated: _____, 2008

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