

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between PatentRatings, LLC, a California limited liability company, having offices at 19900 MacArthur Blvd, Suite 1150, Irvine, CA 92612 ("LICENSOR"), and Ocean Tomo, LLC, d/b/a. I/C/M/B Ocean Tomo, an Illinois limited liability company, having offices at 20 North Wacker Drive, 27th Floor, Chicago, IL 60606 ("LICENSEE"), and will be effective as of September 1, 2004 (the "Effective Date").

RECITALS

WHEREAS, LICENSOR possesses certain technology and other proprietary intellectual property rights relating to certain software, algorithms and techniques for statistically analyzing, rating, mapping and valuing patents and other intellectual property assets ("PatentRatings Tools," as defined herein);

WHEREAS, LICENSEE wishes to obtain from LICENSOR certain licenses under the terms and conditions set forth in this Agreement to use the PatentRatings Tools; and

WHEREAS, LICENSOR is willing to grant LICENSEE such licenses under the terms and conditions set forth in this Agreement;

WHEREAS, LICENSOR and LICENSEE concurrently with this License Agreement will enter into a certain Equity Exchange Agreement (the "Equity Agreement") whereby Jonathan A. Barney, one of LICENSOR's principals has sold and transferred 200,000 shares of the total outstanding equity of LICENSOR in exchange for 100 Units of the total outstanding equity of LICENSEE; and

WHEREAS, as a necessary and integral part of the transactions contemplated by and described in this Agreement and the Equity Agreement, LICENSOR, LICENSEE and Jonathan A. Barney will enter into that certain letter agreement of even date herewith (the "Letter Agreement").

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

ARTICLE I

DEFINITIONS

1.1 "Affiliate" will mean any person, natural or otherwise, who is an agent, representative, distributor, division, or subsidiary, whether wholly owned or otherwise, of the party to this Agreement or who is controlled or directed by such party. For purposes of this definition, the term "control" will mean the power to direct or cause the direction of the management or policies of such person or, with respect to a person that is a corporation, the right

to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the capital stock of such corporation.

1.2 "Change of Control" with respect to a Person means the occurrence of one or more of the following: (i) the acquisition by any Person (or related group of Persons), whether by tender or exchange offer made directly to the stockholders, open market purchases or any other transaction or series of transactions, of more than fifty percent (50%) of the capital stock entitled to elect the members of the board of directors or other analogous governing body of such Person; (ii) a merger or consolidation in which such Person is not the surviving entity, except for a transaction in which the securities of such Person immediately prior to consummation of such merger or consolidation are converted by means of such merger or consolidation into securities representing more than fifty percent (50%) of the total combined voting power of the surviving entity; or (iii) any reverse merger in which such Person is the surviving entity but in which the securities of such Person immediately prior to consummation of such reverse merger represent less than fifty percent (50%) of the total combined voting power of such surviving entity's capital stock outstanding immediately after consummation of such merger.

1.3 "Improvement" means any revisions, updates, upgrades, new versions or releases of the PatentRatings Tools.

1.4 "IP Merchant Banking" means merchant banking services with intellectual property being the secured or target asset underlying one or more merchant banking services, including: asset lending; debt collateralization; sale-lease-back; risk management; investment banking; other products and services offered by LICENSEE now or in the future.

1.5 "Licensed Rights" means, collectively, the PatentRatings Patents and , Licensed Copyrights, and Licensed Marks.

1.6 "Licensed Site" means LICENSEE's current office locations in Chicago, San Francisco, Greenwich, CN and Louisville KY and any future office locations where the PatentRatings Tools are desired to be installed and operated.

1.7 "PatentRatings Analysis" means any information or report including or using the data output of one or more PatentRatings Tools, including patent rating reports (e.g., IPQ scores and related analysis), portfolio mapping analysis, strategic analysis and recommendations, and patent valuation (collectively, "PatentRatings Analysis"). PatentRatings Analysis shall not include delivery or sublicensing of the PatentRatings Tools, including any formulas, software or algorithms, nor shall it include delivery or sublicensing of all or substantially all of the data underlying or produced by the PatentRatings Tools.

1.8 "PatentRatings Copyrights" means all original protectible works as defined under U.S. and international copyright laws, including all original software and computer programs, mathematical algorithms, operating schematics, and manuals and the overall branding and look and feel developed for or embodied in the PatentRatings web site, its rating and valuation reports and its collateral materials.

1.9 "PatentRatings Marks" means all trademarks, trade dress, product and packaging configurations, and other unique branding elements associated with, embodied in, or developed for PatentRatings and all goodwill associated therewith, including those set forth in Schedule "B" hereto.

1.10 "PatentRatings Patents" means all patent applications and patents, and all continuations, continuations-in-part, divisionals, and foreign counterparts of such patents and patent applications that are owned by LICENSOR.

1.11 "PatentRatings Tools" means LICENSOR's technology, know-how, software (, computer algorithms, techniques, for statistically analyzing, rating, mapping and valuing patents and/or other intellectual property assets, and including any documentation and research relating to such software) and other LICENSOR intellectual property relating to the foregoing (including the PatentRatings Patents, PatentRatings Copyrights and PatentRatings Marks).

1.12 "Person" means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity, as well as any syndicate or group of any of the foregoing.

1.13 "Technology License" means the access to the PatentRatings Tools and associated licenses set forth in ARTICLE 2 and ARTICLE 3.

ARTICLE 2

TECHNOLOGY ACCESS

2.1 Technology Access. Promptly following the execution of this Agreement, LICENSOR will provide LICENSEE with access to the PatentRatings Tools for installation and use at the Licensed Sites. The parties contemplate that there is certain additional development steps to be completed in order to complete such installation, including developing appropriate user interfaces, porting the PatentRatings Tools to LICENSEE's network, and enabling network access (the "Additional Development"). The parties agree that the Additional Development will be completed within 60 days.

2.2 Improvements. During the Term, LICENSOR will provide LICENSEE with similar access to any Improvements within a commercially reasonable time following the completion of any such Improvement.

ARTICLE 3

TECHNOLOGY LICENSE

3.1 Limited License. LICENSOR hereby grants to LICENSEE, subject to the terms and conditions of this Agreement (including the specific restrictions and reservations contained in Article 3.2), a limited exclusive, royalty-free, worldwide, non-transferable (except as provided in Article 11) license to:

(a) reproduce, install, and use the PatentRatings Tools and Improvements at Licensed Sites for LICENSEE's internal use only and for the other uses expressly permitted herein, and

(b) distribute, sell, license or other transfer for use (or offer to sell, license or otherwise transfer for use), and display PatentRatings Analysis to third parties for a fee.

The licensed rights granted above under Article 3.1(a) shall be exclusive to LICENSEE during the term of this Agreement for the specific business of IP Merchant Banking as defined herein. The licensed rights granted above under Article 3.1(b) shall be exclusive to LICENSEE during the term of this agreement for the unique products and services developed by or for LICENSEE incorporating the PatentRatings Analysis.

3.2 Restrictions and Reservations.

(a) Except as otherwise expressly provided in Article 11 below, all rights and licenses granted herein are personal and non-assignable, except as specifically authorized in writing, and LICENSEE will not be authorized to assign, transfer, sublicense, or divide any of the rights granted herein or any of its obligations without the express written authorization of LICENSOR.

(b) Nothing herein will be construed as a conveyance, assignment, or transference of any ownership rights in or to the Licensed Rights.

(c) LICENSEE expressly acknowledges the exclusive rights previously granted to Rosebay Capital Management under that certain Research Supply Agreement dated 7/1/04 (the "Rosebay Agreement"). LICENSEE further expressly acknowledges and agrees that in no event shall this Agreement be construed to license, permit or in any way authorize LICENSEE to do anything with the Technology License, the PatentRatings Tools or PatentRatings Analysis that would conflict with the Rosebay Agreement or in any way compromise or diminish the exclusive rights granted therein. Without limiting the foregoing, LICENSEE specifically agrees that it shall not use the Technology License, the PatentRatings Tools or PatentRatings Analysis to conduct or assist others to conduct securities pricing analysis of any publicly held companies or to buy or sell securities in any publicly held companies for its own accounts or the accounts of others based thereon.

(d) LICENSOR expressly reserves all rights not specifically granted.

ARTICLE 4

ROYALTIES AND OTHER PAYMENTS

4.1 Royalties. Except as provided in Section 10.3(a) with respect to an Extension Agreement, the Technology License is royalty-free.

4.2 Licensee Covenant. LICENSEE agrees to charge reasonable fees to its clients and customers for access and use of PatentRatings Analysis. Such reasonable fees will be no less

than the lowest fee charged by LICENSEE for the same or similar products or services. LICENSEE agrees to promptly report and pay to LICENSOR any revenues or other consideration actually collected by LICENSEE from its clients or customers for PatentRatings Analysis.

4.3 Revenue Transfer. In consideration for the licenses granted herein and other terms and conditions hereof, LICENSEE agrees to pay LICENSOR any revenues received by LICENSEE in accordance with Section 4.2, for access and use of PatentRatings Analysis, minus any sales, use, value added, or other taxes imposed by any national, state, local, or foreign government and paid by and/or for LICENSEE as a consequence of such license or other transfer ("Revenues").

4.4 Payments.

(a) Revenues will be payable quarterly on the 30th day following the end of each calendar quarter.

(b) If LICENSEE fails to pay any sum under this Agreement on or before the due date thereof, the balance owed will bear interest at the rate of 1% per month from the due date thereof until paid. If this rate exceeds the maximum rate allowable by law, then interest will accrue at the maximum rate allowable. In no event will acceptance of a payment by LICENSOR constitute a waiver of any breach of any term or provision of this Agreement by LICENSEE if any such breach will have occurred.

(c) Time is of the essence with respect to payments due to LICENSOR hereunder, and LICENSEE hereby acknowledges and agrees that all payments hereunder are non-refundable and that any manner of payment other than that specifically stated herein including, without limitation, payment into an escrow account, payment to a trustee or other third party, or any other offsets, deductions, or the like will constitute a material breach of this Agreement.

(d) It is expressly understood that this Agreement and any Revenues paid in accordance with this Article are for the Technology License set forth herein. Any additional services requested to be performed or provided by LICENSOR, such as specific patent research, patent mapping and analytics/consulting services will be contracted separately based on agreed compensation and reimbursement of expenses.

4.5 Accounting of Revenue.

(a) LICENSEE will keep accurate records in accordance with generally accepted accounting principles, and in sufficient detail so as to enable LICENSOR to accurately determine the Revenues payable hereunder.

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