



OCEAN TOMO[®]
SPRING 2007 LIVE
IP AUCTION

April 18-19 • Chicago, IL

The Patent, Trademark, Copyright and Domain Name MarketplaceSM

Welcome.

Ocean Tomo's Spring 2007 Live Intellectual Property Auction promises to build on the successes of our first two landmark events in 2006. Owners of patents, trademarks, copyrights and domain names will all benefit from the establishment of a marketplace for IP transactions and a new alternative for IP liquidity.

I would like to thank our title sponsor, The Intellectual Property Bank Corporation of Japan, for their continued support. I also wish to acknowledge the rest of our sponsors without whom this event could not happen.

This brochure presents important information on the processes and terms of the Auction. Please review these materials carefully and consult the Ocean Tomo Auctions website (www.OceanTomoAuctions.com) for updates and further information. An Ocean Tomo representative is available to you directly at 312.377.4851.

I look forward to seeing you in Chicago on April 18th and 19th. If you prefer, Ocean Tomo has arranged a variety of options for proxy and telephone bidding, which assure bidder confidentiality. That said, this is an event you will not want to miss. In addition to the Auction itself, the networking opportunity, the tech expo, the IP workshops and gala dinner are worth the trip!

Sincerely,

A handwritten signature in black ink, appearing to read 'James E. Malackowski', with a stylized, looping flourish at the end.

James E. Malackowski

About Ocean Tomo Auctions

Ocean Tomo Auctions has established itself as the leader for the live auctioning of Intellectual Property through the successful delivery of both its landmark event in April 2006, which resulted in over \$8.5M of transactions and the follow-on event in October 2006, which resulted in over \$23M of transactions for some of the world's largest and most established companies.

Ocean Tomo Live Intellectual Property Auctions have received considerable national as well as global media attention, including features and appearances on CNBC, Bloomberg TV, *The Wall Street Journal*, *Barron's*, *Red Herring*, *BusinessWeek*, *CNET*, *Reuters*, *Associated Press*, *Chicago Tribune*, *Variety*, *Billboard* and many others.

Thousands of decision makers in the intellectual property and financial communities attend and participate in the auctions and related IP workshops, including a unique blend of C-level executives, Fortune 500 IP professionals, SMEs, investors, professional inventors, IP thought-leaders and press. Past participants include multinational companies such as IBM, Motorola, Honeywell, 3COM, Siemens, AT&T, Dow, Boeing, Kimberly Clark, BellSouth, Agere, Freescale Semiconductor, among others.

Why a Live Auction?

Intellectual Property is inherently a negative right – the right to exclude others. As a result, Ocean Tomo has found that the certainty and sense of urgency of a live auction – both as to date and the fact of a sale – are critical to completing transactions and obtaining a premium price. For Sellers, the auction brings a certain closure, the benefits of a true “market sale” and a forum which shifts the burden of purchasing to the buyer. Buyers maintain the ability to review and purchase qualified IP while maintaining complete anonymity.

The sale is based on traditional English auction practice including a live auctioneer taking bids in-person, by telephone, proxy and absentee instruction. There are, however, a number of key differences between an auction for IP and one for fine art or automobiles. First, the due diligence process is longer and much more detailed. Ocean Tomo has created an on-line, secure data room to post the items of IP that are for sale along with other information provided

by the seller, including, but not limited to the relevant Government IP office correspondence, license agreements and background information on any prior enforcement or litigation. Second, buyers of IP are often more conscientious of anonymity and confidentiality due to their desire to not be viewed as either a willful infringer or licensing target should their bid prove unsuccessful. Ocean Tomo has thoroughly addressed confidentiality concerns in several ways, including enabling a potential buyer to engage in blind bidding or double blind bidding, as well as requiring a written covenant by every seller and/or buyer specifying that he/she will not use participation in the auction as evidence in any future enforcement activities.

Why Now?

Ocean Tomo believes that the market is transitioning from a licensing paradigm to one where IP sales are becoming the preferred mode of intellectual asset transfer. In addition, many of the Fortune 500 companies in the United States now utilize third-party IP acquisition as a cost effective means to maintain a proprietary market position. It is truly the technology laggard who espouses the “not invented here” philosophy so common in the 1980's and early 1990's.

The Future

Ocean Tomo is committed to hosting regular auctions at locations around the world.

The keys to success from the firm's point of view are the following: (1) transparency (a public auction); (2) comparability of assets (using Ocean Tomo's proprietary PatentRatings® system); and (3) a strong process (including adequate publicity and the structured diligence and confidential protections discussed above.)

Ocean Tomo Auctions Press

“[Patent auctions] with many different sellers and buyers is a new wrinkle in the increasingly complex and contentious world of intellectual property... The concept could forge a new path to profits for patent holders, short of resorting to the litigation that is often necessary to persuade infringers to pay license fees.”

—The Wall Street Journal

“[The] NTP...case spotlights the often extraordinary value of intellectual property. But realizing the value in the vast patent collections of big corporations isn’t always easy...Ocean Tomo may have a solution.”

—Barron’s

“Ocean Tomo’s auction has generated a great deal of interest in public auctions...for monetizing patent assets, by creating a more liquid and public marketplace in which patents can be sold...[Public patent auctions] unquestionably signal a strong interest ...in the development of a robust public market for patents.”

—The National Law Journal

“Traditionally, patent deals have been shrouded in secrecy and burdened by steep transaction costs. The primary method of extracting value...has been licensing patent rights, [which is] often arduous and...expensive. Auctions could help foster the emergence of a liquid market for buying and selling patents.”

—BusinessWeek

“Auctions will enhance the market for patents because they will permit multiple purchasers to bid on a patent thereby ensuring the highest return to the seller... The determination of the fair price of the patent will not be the blind man’s bluff exercise that often characterizes two-party negotiations... The true value of the patent can be measured by the interest of multiple buyers.”

—The Daily Deal

“There was enough response to [Ocean Tomo’s patent auction] that buyers and sellers...could mesh...And that would be good for everyone. Legitimate entrepreneurs and investors are generally willing to pay more for patents than trolls, so a faster and more efficient market should help alleviate the growing problem of patent abuse.”

—San Jose Mercury News

Schedule & Pricing Information

Schedule of Events

Wednesday, April 18th

8:00 a.m. - 9:00 a.m.

Registration and Breakfast

9:00 a.m. - 12:00 p.m.

Workshops, Tech Expo and Due Diligence Meetings

12:00 p.m. - 1:30 p.m.

Luncheon & Auction Panel Discussion

1:30 p.m. - 5:00 p.m.

Workshops, Tech Expo and Due Diligence Meetings

6:30 p.m. - 9:30 p.m.

Gala Dinner (*The Museum of Science & Industry*)

Thursday, April 19th

8:00 a.m. - 9:00 a.m.

Registration and Breakfast

9:00 a.m. - 12:00 p.m.

Workshops, Tech Expo and Due Diligence Meetings

12:00 p.m. - 1:00 p.m.

Luncheon

2:00 p.m.

Live IP Auction (*The Union League Club of Chicago*)

The IP workshop program is in development. Please check the Ocean Tomo Auctions website (www.OceanTomoAuctions.com) for up-to-date announcements and detailed schedules. Potential speakers should contact Wendy Chou at 312.377.4862.

Pricing Information

Patent Listings*

- \$1,000 USD per single patent listing at the minimum reserve (i.e., \$10,000 USD)
- \$3,000 USD per single patent listing with a consignor-specified reserve amount
- \$3,000 USD per patent pool listing at the minimum reserve
- \$6,000 USD per patent pool listing with a consignor-specified reserve amount

Trademark & Copyright Listings*

- \$1,000 USD single trademark listing at the minimum reserve
- \$3,000 USD single trademark listing with a consignor-specified reserve amount

Domain Name Listings*

- \$1,000 USD per domain name listing at the minimum reserve
- \$3,000 USD per domain name listing with a consignor-specified reserve amount

Sellers will receive one guest pass to the auction, tech expo, IP workshops and gala dinner.

*IP listing fees must accompany signed seller consignment contracts.

Tech Expo

\$2,500 USD per exhibit space (\$1,000 USD individual inventor rate)

If you are interested in exhibiting at the tech expo please contact Wendy Chou at wchou@oceantomo.com or 312.377.4862.

Premium

Consistent with normal auction practice, Ocean Tomo will receive a 10% buyer's premium and 15% seller's premium of the final bid price.

Venue Information

IP Workshops and Tech Expo

Swissôtel Chicago

323 East Wacker Drive

Chicago, IL 60601

312.565.0565 • www.chicago.swissotel.com

Swissôtel Chicago is an all-glass triangular hotel, wedged into the confluence of the Chicago River and Lake Michigan and has fabulous wrap-around views from Navy Pier to Millennium Park. The hotel is close to many Chicago attractions, including Navy Pier, Shedd Aquarium, The Art Institute of Chicago and within easy access of Chicago's airports.

Ocean Tomo has negotiated with the Swissôtel Chicago to offer the special rate of \$269 per night for single occupancy. All rates are subject to city and state taxes. To reserve a room at the discounted rate, call Swissôtel Chicago reservations at 312.565.0565 or make your reservations online at www.chicago.swissotel.com. Be sure to make your reservations by Monday, March 19, 2007; afterward, the discounted room rate may not apply.



Venue Information

IP Auction

The Union League Club of Chicago

65 West Jackson Boulevard
Chicago, IL 60604
312.427.7800 • www.ulcc.org

The Union League Club is located in the heart of Chicago's downtown financial district. It was established in 1879 to uphold the sacred obligations of citizenship, to promote honesty and efficiency in government, and to support cultural institutions and the beautification of the city; the Club has been a contributing partner in the growth and development of Chicago. The Union League Club of Chicago is recognized as having one of the most important privately-held art collections in the region, with more than 750 works of art, including paintings, sculpture, works on paper, and decorative arts – with particular strength in Midwestern artists.

Gala Dinner

Museum of Science and Industry

57th Street and Lake Shore Drive
Chicago, IL 60637
773.684.1414 • www.msichicago.org

The Museum of Science and Industry, one of the most beloved and visited museums in the world, has origins that are tied to two great World's Fairs and to civic spirit and imagination of Chicago businessman Julius Rosenwald. Rosenwald, then Chairman of Sears Roebuck & Co., was inspired by a 1911 visit with his son to the Deutsches Museum in Munich. He returned to Chicago determined to create America's first center for "industrial enlightenment," a vehicle for public science education. With the help of other Midwest business leaders, Rosenwald restored and converted the Palace of Fine Arts, the last remaining major structure from the 1893 World's Fair, into a new type of American museum - where visitors could interact with the exhibits, not just view displays and artifacts. In 1933, the Museum of Science and Industry opened to the public, at the same time as the Century of Progress Exposition.



Auction Submissions & Listings

Open Call for IP Submissions

Ocean Tomo Auctions is actively evaluating IP portfolios, consisting of patents, copyrights, trademarks and/or domain names for its 2007 Intellectual Property Auctions in Chicago and London.

We invite you to submit your IP online at www.OceanTomoAuctions.com or by contacting an Ocean Tomo representative directly at 312.377.4851.

IP Listing Qualification Process

All submitted IP will be evaluated on a number of qualification factors, including the PatentRatings® system which utilizes an objective methodology for assessing the quality of patent assets based on a proven statistical methodology. For more information, please visit www.patentratings.com.

Please Note:

- Submission does not guarantee of acceptance of IP for auction.
- Ocean Tomo is limiting the number of lots, each consisting of patents, copyrights, trademarks and/or domain names offered in the auction.
- The seller will be expected to make certain basic representations as to ownership, encumbrances and other material factors.

Ocean Tomo may request that the seller provide information and/or documentation regarding the following:

- Patent numbers/Trademarks/Copyrights/Domain Names
- Chain of title
- Brief description of IP being sold
- Rights to the IP being sold
- Licenses or encumbrances of any kind or nature that have been granted under the IP
- Involvement by standards bodies, universities, government agencies, assistance groups or other non-profit institutions with IP being sold
- Identity of any existing or potential secured or unsecured claims of ownership by third party creditors or lien-holders
- Identity of any claims by a third-party which could potentially affect ownership, licensing, infringement, validity and enforcement or other issues
- Knowledge of any usage or suspected usage of, or infringement of the IP
- Litigation (resolved, pending or threatened) involving the IP
- Due diligence materials
- Prototypes or tertiary data
- Technology or know-how
- Availability of personnel to assist in commercialization

Sponsorship Opportunities

Sponsorship of The Ocean Tomo Live Intellectual Property Auctions positions your company at the cutting-edge of innovation. It provides your company with exposure to over 100,000 intellectual property and investment professionals through our targeted mailings, strategic partnerships and unique on-site networking opportunities.

Few venues can provide your company with direct access to key decision-making executives with millions of dollars in buying power. Take advantage of this important business development opportunity to build relations with key clients and partners and network with the “Who’s Who” of the global IP marketplace.

For further information on sponsorships or to create a customized sponsorship that meets the unique needs of your organization, please contact Wendy Chou at 312.377.4862 or wchou@oceantomo.com.

Media Partnerships

Partnering with Ocean Tomo for our Live Intellectual Property Auctions offers a unique opportunity for targeted exposure to high-level intellectual property, investment and business professionals from around the globe. It provides your publication with exposure to over 100,000 intellectual property and investment professionals through our targeted mailings, strategic partnerships and unique on-site networking opportunities.

For further information on media partnerships or to create a customized promotional exchange that meets the unique needs of your publication, please contact Wendy Chou at 312.377.4862 or wchou@oceantomo.com.

Level Sponsorships

- Platinum Sponsor
- Gold Sponsor
- Silver Sponsor

Event Sponsorships

- Gala Dinner
- VIP Reception Sponsor
- Welcome Pack Sponsor
- Luncheon Sponsor
- Cyber Center & Wireless Access Sponsor
- Breakfast Sponsor
- Networking Refreshment Break Sponsor

Sponsorship benefits include but are not limited to (commensurate with level of support):

- Advertising in Pre-Event Marketing Materials
- Advertising on Event Website
- Strategic Speaking Roles
- Complimentary Auction Catalogues
- Complimentary Auction Passes
- Clientele Discounts
- Event Signage and Promotion
- Exhibit Space

Bidding Procedures & Conditions of Sale

Definitions

“Assignment” means an IP Sale Agreement with recordable assignment documents attached thereto executed by the Seller in advance of the Live Auction for each Lot to be offered for sale at the Live Auction.

“Auctioneer” means an IL licensed auctioneer retained by OT to conduct the Live Auction; as well as any auction firm retained by OT to provide personnel and equipment to facilitate the Live Auction.

“Bidder Registration Fee” means the bidder registration fee as published by OT and in effect on the date the Bidder delivers a Bidder Agreement to OT.

“Buyer(s)” means the person(s) or entity(ies) who are registered bidders and have made the final winning bid for a Lot, as judged by the Auctioneer at the Live Auction; or the person(s) or entity(ties) who purchase a Lot at a Later Sale as acknowledged by OT.

“Catalogue” means the printed auction catalogue distributed by OT prior to the Live Auction Date that includes a description of Lots to be offered for sale at the Live Auction.

“Data Room” means a secure online data room, specific to each Lot and created and maintained by an independent third party, for the purpose of allowing Bidder to perform due diligence on such Lot.

“Indemnified Parties” means OT and its affiliates, the Auctioneer, and their respective agents, directors, officers, employees, contractors and lawyers; and “Indemnified Party” means any one of the foregoing.

“IP” means a patent, patent application, registered trademark, common law trademark, trademark application, registered copyright, unregistered copyright, copyright application or domain name.

“Live Auction” means the Spring 2007 live IP auction sponsored by OT to take place in Chicago, IL on the Live Auction Date.

“Live Auction Date” means April 19, 2007.

“Lot” means one or more items of IP grouped together for sale at the Live Auction as a collective and single lot by a Seller and which are exclusively consigned to OT.

“Minimum Reserve” means \$10,000.

“OT” means Ocean Tomo Auctions, LLC, its affiliates and agents, and the Auctioneer.

“Reserve Amount” means the Minimum Reserve or the lowest acceptable (i.e., reserve) price Consignor is willing to sell a Lot for at the Live Auction.

“Seller” means a person or entity which has executed a consignment agreement with OT, pursuant to which one or more Lots have been consigned to OT for sale at the Live Auction.

“Technology” means documented technical information or other collateral related to exploitation of the inventions claimed in Lot including, for example, production or design specifications, prototypes, trade secrets, and know how.

“Term” means the time period from the effective date of a Bidder Agreement until 6 months after the Live Auction Date; provided, however, that certain agreements, covenants and obligations shall survive the expiration of the Term.

Bidding Procedures & Conditions of Sale

Bidding Procedures

Registration Requirements

Before any participation in the Live Auction, OT must receive the Bidder Registration Fee and the following forms in the Bidder Registration Package:

- (a) A Bidder Agreement;
- (b) If Bidder is an Absentee Bidder, Telephone Bidder or Proxy Bidder, a completed Alternative Bid Form;
- (c) A completed Bidder Registration Form;
- (d) A completed Bank Letter of Guarantee; and
- (e) If Bidder is acting as an agent, a written confirmation of Bidder's authority from the Principal.

Upon purchasing the Bidder Registration Package through the OT web site, Bidder will receive the Bidder Agreement and all other necessary documentation to become a registered Bidder. The Bidder Registration Package is also available from any OT professional. Upon purchase of the Bidder Registration Package and return of a signed Bidder Agreement, OT will provide Bidder with a unique password and appropriate instructions for access to the Data Rooms for performing due diligence.

Unless already received by Bidder, upon complete registration, OT will deliver to Bidder a Catalogue, admission for two to all events associated with the Live Auction, and admission for two to the Live Auction.

Bidding In Person

OT will deliver to Bidder a paddle and paddle number at the site of the Live Auction on the Live Auction Date, provided Bidder's registration has been completed and approved. Bidder may bid in person at the Live Auction by raising the assigned paddle for acknowledgment by the Auctioneer. Successful Bidders will be identified by paddle number only.

Absentee Bidding

An OT representative ("Representative") will enter bids at the Live Auction

for an Absentee Bidder if, prior to the Live Auction, the Absentee Bidder has provided OT with written instructions as to Lot(s) on which Absentee Bidder wishes to place bids and the maximum amount Absentee Bidder wishes to bid on each such Lot(s). The Representative will purchase the specified Lot(s) at the lowest price over the Reserve Amount and the other bids that is below the Absentee Bidder's maximum. If identical absentee bids are received from two or more parties, the Representative will act on the earliest received and will advise the later Absentee Bidders that their instructions will not be acted upon. Provided the Representative follows the written instructions of the Absentee Bidder, neither OT nor the Representative will be liable for any damages caused by success or failure in bidding on the identified Lot(s), and the Absentee Bidder hereby waives any claim against OT and its Representative.

Telephone Bidding

A Representative will enter bids pursuant to telephone instructions from a Telephone Bidder. Not less than 5 days prior to the Live Auction Date, a Telephone Bidder must provide in writing to OT contact information, including codes for identity confirmation, and the Lot(s) on which the Telephone Bidder wishes to bid. OT will call the number provided shortly before the identified Lot(s) comes up for bid and will bid at the Live Auction as instructed on the telephone by the Telephone Bidder. OT assumes no responsibility for any failure to connect by telephone. Provided the Representative follows the telephone instructions of the Telephone Bidder, neither OT nor the Representative will be liable for any damages caused by success or failure in bidding on the identified Lot(s), and the Telephone Bidder hereby waives any claim against OT and its Representative.

Currency Converter

OT may provide a currency converter during the Auction as an accommodation to Bidders who wish to follow the bidding in foreign currencies. OT will not be liable for any errors or omissions in connection therewith and the Bidder accepts and assumes all responsibility and liability for any errors or omissions relating thereto and for calculating any conversion rates.

Bidding Procedures & Conditions of Sale

Bidding Disputes

The Auctioneer's decision as to the winning bid and with respect to any dispute between bidders will be final. The Auctioneer, in its sole discretion, may choose to continue bidding, cancel a bid, restart bidding or cancel bidding as to a particular Lot. The Auctioneer's records, whether audio, video or written, will be conclusive.

The Auctioneer may choose not to accept bids that are in excess of the amount specified in Bidder's Bank Letter of Guarantee. No Indemnified Party will be liable for any damage arising from acceptance of a bid in excess of Bidder's Bank Letter of Guarantee. If such bid is the winning bid, Bidder shall be liable for the entire amount in accordance with the terms of the Bidder Agreement notwithstanding that the amount is greater than that specified in the Bank Letter of Guarantee.

OT's Rights

OT reserves the right, in its sole discretion, to refuse to issue a paddle number and paddle to anyone. If OT refuses to issue a paddle number and paddle to Bidder, or for any other reason prevents Bidder from participating in the Live Auction, OT shall refund to Bidder the Bidder Registration Fee which shall be complete satisfaction for any alleged damage caused by such refusal and will be Bidder's sole and exclusive remedy. In no event shall OT be liable to Bidder for any direct, indirect or consequential damages arising from any such actions.

OT reserves the right, in its sole discretion, to: (a) withdraw any Lot at any time prior to its auction for any reason; (b) cancel the Live Auction for any reason; and (c) reject any bid during the Live Auction. Bidder's sole remedy for any such actions will be refund of the Bidder Registration Fee. In no event will OT be liable to Bidder for any direct, indirect or consequential damages arising from any such actions.

OT reserves the right to change the Live Auction Date to any date or place within 30 days after the Live Auction Date. OT will provide Bidder notice of any such change. If for any reason the Live Auction does not occur on the

Live Auction Date or within 30 days thereafter, OT shall have the right to terminate a Bidder Agreement upon notice to Bidder, without any liability or obligation to Bidder, other than refund of the Bidder Registration Fee within 30 days after such notice, and in no event shall OT be responsible or liable for any damages or claims of any kind relating to such termination, including, without limitation, any lost profit, appreciation or other claim.

Due Diligence Procedures

There are a variety of ways in which prospective buyers may conduct due diligence related to the IP listed for sale in the auction.

Catalogue

The printed auction catalogue with portfolio descriptions will include the following details on IP listed for sale:

- Patent numbers/Trademarks/Copyrights/Domain Names
- Assignees
- Brief description of property being sold
- Forward citations for patents
- Other information provided by the seller

To order an auction catalogue, please complete the registration process.

Online Secure Data Room

Qualified bidders will have access to a password-protected online secure data room that will contain detailed information regarding the intellectual property and related items for sale.

One-to-One Meetings

Bidders will have the option of arranging private due diligence meetings with the seller prior to the event and during the event. Prior to the event, bidders interested in contacting a seller should arrange such conference calls through Ocean Tomo to protect anonymity. At the event, please check the registration desk for a representative who will arrange the meeting if not already scheduled.

Bidding Procedures & Conditions of Sale

These meetings will provide the bidder with the opportunity to interact with the seller and/or corporate representative and conclude any remaining due diligence.

If you would like to request a diligence meeting/conference call with a seller or sellers please contact Ocean Tomo directly via email at auctions@oceantomo.com.

Bidder Protection

Confidential Due Diligence

Bidders may utilize our online secure data room that will be maintained by an independent third-party to assist their due diligence process. During the auction event, Ocean Tomo will make available a due diligence library consisting of documents provided by the seller for each lot. Registered bidders will have access to this diligence library.

Blind Bidding

Bidders will be identified by paddle number only. For those bidders that prefer “double-blind” anonymity, an Ocean Tomo representative may execute bids on your behalf in accordance with your written instructions.

Seller Agreements

Each Seller will enter into a consignment contract. As a condition of participation, each seller and bidder agree not to use the participation of any registered seller or bidder as evidence in any action seeking to enforce a patent, copyright or trademark for any purpose.

Conditions of Sale

The Sellers’ Assignment, the Important Notice for Buyers, Bidding Procedures, Registration Form and Alternative Bid Form, and these Conditions of Sale (collectively, the “**Conditions**”), constitute OT’s and each Seller’s entire agreement with the Bidder with respect to the Lots offered for sale at the Live

Auction. By registering to bid or placing a bid at the Live Auction, whether in person, through an agent or representative, by absentee bid or by telephone bid, Bidder accepts the Conditions and enters into a legally binding, enforceable contract with OT and with each Seller on whose Lots Bidder places a bid.

Any announcements made by OT at the Live Auction site, whether written or verbal, shall supersede any prior published information, regardless of whether such announcement is inconsistent with the Conditions. If Bidder continues to participate in the Live Auction after such announcement, Bidder will be deemed to have agreed to amendment of the Conditions in accordance with such announcement. Bidder hereby acknowledges and agrees that OT may have a proprietary interest in one or more Lots, and that such interests will be identified in the Catalogue.

All descriptions of the Lots enclosed in the Catalogue have been provided to OT by the Sellers. OT has not undertaken any independent investigation of the information provided to OT by the Sellers. All written or oral descriptions of any Lot, including but not limited to descriptions in the Catalogue, are statements of opinion by OT and may not be relied upon by Bidder. All Lots are sold by OT “AS IS” and Bidder acknowledges and agrees that no description of any Lot shall be deemed a covenant, representation or warranty of or by OT with regard to the Lot.

The source of estimated or anticipated selling price or value of any Lot found in this Catalogue is the Seller, and any written or oral estimate, appraisal or other statement made by OT with respect to such estimated or anticipated selling price or value is only a statement of opinion and shall not be relied upon by Bidder as a prediction or guarantee of any Lot’s actual selling price or value. OT makes no representations or warranties of any kind to Bidder with respect to any Lot or its value or selling price.

All representations and warranties with respect to title, or any liens or encumbrances thereon, to any Lot will be made by the Seller. It is the Bidder’s responsibility to examine any documentation pertaining to title prior to the Live Auction. OT disclaims any guarantee that any or all title documentation

Bidding Procedures & Conditions of Sale

is either complete or accurate, or will satisfy the requirements of any jurisdiction, and OT accepts no liability in connection therewith. Bidder is solely responsible for carrying out any due diligence necessary to satisfy Bidder as to title to and condition of any Lot offered for sale.

Any information contained within the Lot descriptions regarding the rights of first refusals, right-to-match, encumbrances, other licensing rights, or any other information which may affect the ultimate value or status of any IP within a Lot, or that otherwise may be of material importance to a potential purchaser is intended to only be representative. Such information may not be complete, accurate, up-to-date or may fail to contain all material facts. Registered Bidders, Catalogue purchasers, and other third parties may not rely on such information, and must conduct their own investigation of any and all such information through the Data Room, independent due diligence, contact with the Sellers and other sources as they shall deem appropriate.

Any information contained within the Lot descriptions regarding Technology is intended to only be representative of such collateral material and other IP and non-IP assets may be included with the particular Lot. Any list in the Catalogue is not intended to be exhaustive. Registered Bidders, Catalogue purchasers and other third parties must check the Data Rooms for a complete list of all collateral materials to be included for sale with the Lot.

OT has requested each Seller to provide documents and related information relevant to each of Seller's Lots that, in Seller's view, are appropriate for due diligence by Bidder. Such documents and information received by OT from Seller may be made available in the Data Rooms. No record will be kept by OT of what Data Room(s) Bidder has visited.

OT will facilitate individual, pre-arranged meetings (either in person or telephonically) between Bidder and any Seller for due diligence purposes before the Live Auction. Other than making available to Bidder any documents provided to OT by Seller and facilitating such due diligence meetings, OT has no obligation to Bidder in conjunction with Bidder's performance of due diligence of any Lots.

OT has relied solely on the information provided by the Seller, has not conducted any due diligence, shall not be obligated to conduct any due diligence and has not verified the accuracy of any documents or information provided by the Seller. OT EXPRESSLY DISCLAIMS, AND BIDDER IS NOT RELYING ON OT FOR ANY REPRESENTATION OR WARRANTY REGARDING TITLE TO, THE VALIDITY OR SCOPE OF, OR THE ENFORCEABILITY OF ANY CONSIGNED IP LOT. BIDDER ASSUMES ALL RISK ASSOCIATED WITH FAILURE TO CONDUCT ITS OWN DUE DILIGENCE.

Unless otherwise specified in the Catalogue or by announcement at the Live Auction, all Lots are subject to a Reserve Amount set by the Seller. If, at the close of bidding, the highest bid is less than the Reserve Amount, the Lot will be withdrawn and not sold. The Auctioneer may open bidding below the Reserve Amount and may place bids on behalf of the Seller up to the Reserve Amount.

No Lot will be accepted for auction unless the Seller has executed a consignment agreement. In addition to consigning the Lots to OT for auction, in the consignment agreement and Assignment, Seller will represent possession of title to the Lots and will agree not to use any Bidder's participation in the Live Auction or the related diligence activities as evidence in any proceeding for enforcement of Lots. A copy of each Seller's Assignment, which is an exhibit to the consignment agreement, will be available in the Data Room associated with that Seller's Lot. The terms and conditions of each Seller's Assignment are incorporated herein by reference, and Bidder is responsible for reviewing such terms and conditions with respect to any Lot on which Bidder wishes to bid. SELLER'S ASSIGNMENT MAY CONTAIN IMPORTANT ADDITIONAL CONDITIONS OF SALE (*E.G.*, RESERVATION OF A NON-EXCLUSIVE LICENSE, *ETC.*). BIDDER, AS PART OF ITS DUE DILIGENCE, SHOULD REVIEW THE SPECIFIC SELLER'S ASSIGNMENT FOR THE CONSIGNED IP LOT IN WHICH THEY ARE INTERESTED IN BIDDING.

A contract of sale between Bidder and Seller will exist as to a Lot upon fall

Bidding Procedures & Conditions of Sale

of the Auctioneer's hammer and announcement of Bidder's paddle number as having made the winning bid. Subject only to Bidder's compliance with the Conditions and the specific payment obligations, title to the Lot will pass to Bidder upon fall of the Auctioneer's hammer. Bidder hereby agrees to assume all responsibility for the Lot at that time. All sales are final.

OT is not a party to the contract between Seller and Bidder and will not be liable for any breach of that contract. OT will not be liable for any expiration, cancellation, termination or other impairment to or loss of any Lot (or the legal rights therein) either before or after title passes to Bidder.

Upon fall of the Auctioneer's hammer and announcement of Bidder's paddle number as having made the winning bid, Bidder is obligated to pay to OT the bid amount plus a 10% premium in addition to any applicable taxes or duties. Bidder must pay the full amount to OT within 5 business days after close of the Live Auction. All payments must be by certified bank check, cashier's check or wire transfer. Specific payment instructions will be provided to the Bidder at the Live Auction.

OT may impose 18% interest per annum, or the maximum allowed by law, on any late payment. No Assignment or other documents evidencing transfer of title of any Lot will be released to Bidder until OT has received full payment in good, cleared funds.

Upon receipt of payment in full from Bidder, OT shall complete the applicable Assignment(s) for the Lot(s) submitted by Seller pursuant to the applicable Seller's consignment agreement by inserting Bidder's name and the effective date, and will thereafter deliver the completed Assignment(s) to the Bidder.

If Bidder purchases any Lot by making the highest bid and then fails to comply with payment obligations, OT, in addition to all other available legal remedies, may: (a) hold the defaulting Bidder liable for the purchase price; (b) cancel or rescind the sale; (c) resell the Lot without reserve either privately or at a public auction on seven day's notice to Bidder, and hold Bidder liable for any deficiency between the purchase price (plus all expenses incurred by OT as a

result of Bidder's non-compliance) and the price received upon the resale; or (d) take any other action that OT, in its sole discretion, deems necessary. If Bidder has purchased more than one Lot and OT receives payments that are less than the total due for all Lots purchased, OT may apply the received funds toward payment of whichever Lot it determines to be appropriate in its sole discretion.

If Bidder fails to comply with any of the Conditions, Bidder is deemed to and hereby does grant OT a security interest in all Lots that Bidder purchased, and OT may retain the Assignment for the Lot in OT's possession as collateral security for Bidder's payment obligation to OT.

OT may, in its sole discretion, cancel or rescind the sale of any Lot if it believes that the offering of the Lot for sale has subjected or may subject any Indemnified Party, Seller, Bidder or any of their successors or privies to any liability, including, without limitation, any reasonable and good faith claim by the purchaser of the Lot, any third-party claim relating to title to the Lot, or any breach of Bidder's representations, warranties, covenants or otherwise. In such event, OT may refund or credit the purchase price to Bidder. If OT has already remitted to Seller any proceeds from the sale, OT will seek a refund from Seller. Bidder agrees to accept from OT or Seller a refund of all amounts paid as full and final settlement of any and all claims and actions against OT and/or Seller. OT's right to rescind or cancel the sale shall survive for 90 days after the sale of the subject Lot from Seller to Bidder.

If, at any time after the Live Auction Date and during the Term, Bidder, its successors, assigns, subsidiaries, agents or other affiliated entities, directly or indirectly either purchases, licenses or otherwise in any manner receives the benefit of any Lot (or any item of IP therein) from any entity (a "**Later Sale**"), OT shall treat such Later Sale as a sale to Bidder at the Live Auction. Thus, Bidder agrees to pay to OT an amount equal to 10% of the proceeds or, if no proceeds, 10% of the value to Bidder from such Later Sale, plus any applicable taxes and fees. Bidder further agrees that OT may seek 15% of such proceeds or value from such person or entity that was a Seller, or if they share/shared common principals with, or was/were an affiliate of, a Seller.

Bidding Procedures & Conditions of Sale

Bidder will be responsible for recording the transfer of any IP rights purchased at the Live Auction with the U.S. Patent and Trademark Office, U.S. Copyright Office, authorized U.S. registrars, and foreign patent, trademark, copyright, and registrar offices around the world, as applicable. With respect to any Lots containing domains, OT will transfer such domain to the Buyer on an “AS IS, WHERE IS” basis, such that OT will direct the Buyer to create an account at the registrar through which the domain is currently registered at the time of sale to effect an ownership transfer. Should the Buyer desire to subsequently transfer the domain to a different registrar, the Buyer may do at their own expense.

Bidder will be responsible for obtaining and paying for any permits or licenses necessary to export from the United States anything purchased at the Live Auction. OT makes no representation that any permit or license is needed or can be obtained.

Bidder agrees that in no event shall OT or the Auctioneer be liable for, nor shall Bidder seek, any increased, exemplary, consequential, incidental or special damages relating in any way to the Auction including, without limitation, any breach or failure to perform by OT, and Bidder hereby waives any and all of the foregoing.

The Auction shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Any legal action or proceeding arising out of or in connection with the Auction shall be brought in the federal or state courts in Cook County, Illinois. The prevailing party shall recover its reasonable attorneys’ fees, and costs from the opposing party.

Nicole D’Hondt
IL Auctioneer Lic. No. 041.0001366
312.327.4400

Ocean Tomo Auctions, LLC
200 W. Madison
37th Floor
Chicago, IL, 60606

Sample Letter of Guarantee

Ocean Tomo Auctions, LLC
200 W. Madison
37th Floor
Chicago, IL 60606

RE: (Name of bidder and/or Company Name)

This letter should serve as notice that (BANK NAME) will irrevocably honor and guarantee payment of any check or transfer order written by our account holder (BIDDER NAME/COMPANY NAME) up to the amount of (REQUESTED BIDDING LIMIT) and drawn on account number (BIDDER/ BIDDING COMPANY ACCOUNT NUMBER). This account was opened (DATE ACCOUNT OPENED) and has a current balance of (CURRENT ACCOUNT BALANCE).

This guarantee will only apply to checks or transfers made payable to Ocean Tomo Auctions, LLC for purchases made at auction held on April 18 & 19th, 2007. No stop payment will be issued.

Please contact this office for any further information you require.

(BANK OFFICER SIGNATURE)

(BANK OFFICER NAME & TITLE)

(PHONE NUMBER)

(E-MAIL ADDRESS)

Bidder Registration Form

Bidder Information

Please Note: Bidder information must be completed in exact manner bidder wishes to be invoiced for successful purchases individually, by a representative, agent or other authorized corporate representative.

BILLING NAME:		COMPANY:	
TITLE:		DEPARTMENT:	
ADDRESS:		CITY:	
ZIP/POSTAL CODE:	COUNTRY:	STATE/PROVINCE:	
PHONE:		FAX:	
CELLULAR:	ALT. PHONE:	EMAIL ADDRESS:	
CORPORATE FEDERAL EMPLOYER IDENTIFICATION NUMBER ("FEIN" as applicable):			

Identification & Financial References

Please Note: Bidder information must be completed in the exact manner bidder wishes to be invoiced for successful purchases.

CREDIT CARD – VISA / MASTERCARD / AMERICAN EXPRESS	CARD #:
BANK NAME & BRANCH:	
CONTACT:	
DESIRED BIDDING LIMIT IN LETTER OF GUARANTEE (U.S. \$):	

Signature & Fee Payment

Bidder Registration Fee - \$1,500. Includes auction catalogue, admittance for 2 to auction, exhibits, cocktail reception and dinner.

_____ I hereby authorize Ocean Tomo to charge the amount of \$1,500.00 USD to the credit card I have listed above.

_____ I hereby authorize release of my financial information to Ocean Tomo for the purpose of verification of available credit for participation in and purchases at the above-named auction.

_____ I acknowledge that I have read, understood and agree to be bound by the Conditions of Sale as published in the brochure for the auction.

ACCEPTED BY (SIGNATURE): _____ DATE: _____

Please sign and return this form along with a Bank Letter of Guarantee on or before April 13, 2007 to Ocean Tomo via mail or fax.

Alternative Bidding Form

Bidder Information

Please Note: Information must be completed as will appear on invoice

Billing Name/Company Name

Address City State/Province

Zip/Postal Code Country Primary Tel # (for bidding)

Secondary Tel Fax E-mail Address

Identification & Financial References

Bank Name & Branch Address

Contact Telephone Account #(s)

Ocean Tomo will try to purchase lots on bidder's behalf at the lowest possible price, taking into account reserves and bids from other parties. If identical absentee bids are received for the same lot, the bid received first by Ocean Tomo will take precedence.

IP/Patent Number/Lot #	IP Summary & Description	Written Bid Amount in U.S. \$ (Excluding Buyer's Premium)

PLEASE CHECK ONE OF THE FOLLOWING: ☐ PROXY OR ABSENTEE BID ☐ TELEPHONE BID

_____ I hereby authorize Ocean Tomo to bid on my behalf on the above lots up to the amount specified.

_____ I hereby authorize release of my financial information to Ocean Tomo for the purpose of verification of available credit for participation in and purchases at the above-named auction.

_____ I acknowledge that I have read, understood and agree to be bound by the Conditions of Sale as published in the brochure for the auction.

ACCEPTED BY (SIGNATURE): _____ DATE: _____

Please sign and return this form along with a Bank Letter of Guarantee on or before April 13, 2007 to Ocean Tomo via mail or fax.

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