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Attorneys for Defendant and
 Counterclaimant
 ZOOSK, INC.

9 Attorneys for Plaintiff and Counterclaim-
10 Defendant GEOTAG, INC.

11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN FRANCISCO DIVISION

15 GEOTAG, INC.,
 16 Plaintiff,
 17 v.
 18 ZOOSK, INC.,
 19 Defendant.
 20 AND RELATED COUNTERCLAIMS.

Case No.: 13-cv-00217-EMC
**STIPULATION AND [PROPOSED]
 ORDER OF DISMISSAL OF ALL
 CLAIMS AND COUNTERCLAIMS**

22 IT IS HEREBY STIPULATED AND AGREED that all claims and counterclaims
 23 between Plaintiff GeoTag, Inc. (“GeoTag”) and Defendant Zoosk, Inc. (“Zoosk”) (collectively
 24 “the parties”) in the above-captioned action have been resolved between the parties, and that the
 25 terms of that resolution include, *inter alia*, the covenants not to sue provided by GeoTag attached
 26 hereto as Exhibit A, and that all parties should bear their own fees and costs.

27 NOW, THEREFORE, the parties request that this Court dismiss with prejudice all claims
 28 and counterclaims between the parties in this action pursuant to Rule 41(a)(1)(A)(ii) of the

1 Federal Rules of Civil Procedure.

2 **SO STIPULATED.**

3
4 Dated: July 17, 2015

BECK, BISMONTE & FINLEY, LLP

5 By: /s/ Joseph A. Greco

6 Joseph A. Greco
7 Attorneys for Plaintiff and Counterclaim-
8 Defendant GeoTag, Inc.

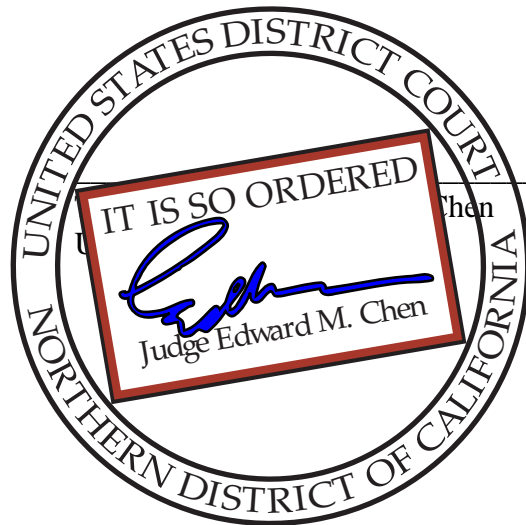
9 FENWICK & WEST LLP

10
11 By: /s/ Brian E. Lahti

12 Brian E. Lahti
13 Attorneys for Defendant and
14 Counterclaimant
15 Zoosk, Inc.

16 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

17
18
19 Dated: 7/22/15



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ATTESTATION PURSUANT TO LOCAL RULE 5-1(i)(3)

Pursuant to Local Rule 5-1(i)(3), regarding signatures, I attest that the concurrence in the filing of this document has been obtained from its signatories.

Dated: July 17, 2015

By: /s/ Joseph A. Greco
Joseph A. Greco
Attorney for Plaintiff and Counterclaim-
Defendant GeoTag, Inc.

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EXHIBIT A

Covenants. GeoTag, on behalf of itself and its Affiliates, covenants and agrees, as follows:

1. If GeoTag, or its current or future Affiliates, sells, assigns, conveys, divests or otherwise transfers title or other ownership interest in, or the right to enforce or grant relief from claims of infringement of, any of the Licensed Patents to any third party (“Patent Sale”), then GeoTag and such Affiliates shall ensure that such Patent Sale shall not negate, reduce, alter or otherwise affect the releases, licenses, covenants and other rights that any of them have granted herein.
2. GeoTag shall take all necessary actions to bind its current and future Affiliates and successors to the terms and conditions of this Agreement.
3. Neither GeoTag nor its Affiliates shall, at any time on or after the Effective Date, (i) Assert patent infringement against Zoosk or its Affiliates, or (ii) Assert patent infringement against any of Zoosk’s or its Affiliates’ past, present and future respective direct and indirect vendors, suppliers, resellers, distributors customers and end users based upon activities that are subject to a release or license granted herein.