COUNSEL LISTED ON SIGNATURE PAGES 1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 9 NORTHERN DISTRICT OF CALIFORNIA 10 (SAN JOSE DIVISION) 11 Case No. C 05-01114 JW (HRL) In re: 12 MDL No. 1665 13 ACACIA MEDIA TECHNOLOGIES STIPULATED COVENANT NOT TO SUE; CORPORATION PATENT LITIGATION ORDER THEREON 14 15 **COVENANT NOT TO SUE** 16 17 1. This Covenant Not to Sue is entered into by Acacia Media Technologies Corporation 18 ("Acacia"), on the one hand, and the following entities, individually or in any combination thereof, 19 on the other: Ademia Multimedia, LLC; ACMP, LLC; AEBN, Inc.; Audio Communications, Inc.; 20 Cyber Trend, Inc.; Cybernet Ventures, Inc.; Game Link, Inc.; Global AVS, Inc.; Innovative Ideas 21 International; Lightspeed Media Group, Inc.; National A-1 Advertising, Inc.; New Destiny Internet 22 Group, LLC; VS Media, Inc.; Offendale Commercial Limited BV; and International Web 23 Innovations, Inc. (collectively, "Defendants"). 24 2. The "Withdrawn Claims" shall mean Claims 1-18 of U.S. Patent No. 5,132,992 25 ("'992 patent"). 26 3. In exchange for good and valuable consideration, the receipt of which is hereby 27 acknowledged, Acacia hereby covenants not to sue Defendants or their Affiliates (defined below) 28 on the Withdrawn Claims for any past, present, or future claim of infringement arising from

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manufacturing, having manufactured, exporting, importing, using, selling, or offering to sell any product or method whatsoever, or having engaged in the past in any or all of these activities.

- 4. Thus, Acacia agrees that, with respect to the Withdrawn Claims, Defendants and their Affiliates shall not be subject to any injunction, and shall have no liability to Acacia or to any purchaser, assignee, or successor-in-interest to the Withdrawn Claims, for any alleged infringement of the Withdrawn Claims, including without limitation any alleged direct infringement, indirect infringement, joint infringement, inducement to infringe, or contributory infringement. For the purpose of this Covenant, "Affiliate" shall be defined, with respect to each Defendant, as a separate corporation, company, or other entity which now or hereafter, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Defendant. "Controls" or "Controlled by" and "under common Control with" shall mean the power to direct or cause the direction of the management policies of such corporation, company, or other entity, whether through the ownership of voting securities, or by contract or otherwise.
- 5. Further, Acacia covenants not to sue any of Defendants' or their Affiliates' subscribers on the Withdrawn Claims, where the alleged infringement results from subscribing to and/or using services offered by Defendants or their Affiliates.
- 6. This Covenant Not to Sue shall bind Acacia and its parent companies, subsidiaries, affiliates, successors and assigns, and present, former, and future employees, officers, shareholders, directors, representatives, agents, attorneys, successors and assigns, and all other persons acting for or on its behalf. Acacia and Defendants intend this covenant to burden the '992 patent so as to bar any and all future assignees of the '992 patent from asserting the Withdrawn Claims against Defendants and/or their Affiliates.
- 7. This Covenant Not to Sue shall not affect Acacia's ability to continue to seek injunctive and/or monetary relief from any Defendant or its Affiliates with respect to any of the remaining patent claims from the patents currently in suit in this action or from any other patents Acacia may assert against any such Defendant or its Affiliates in the future.

1	8. This Covenant Not to Sue shall not be admissible at trial.	
2	o. This covenant iver to bue sin	an not be admissible at that.
3	Dated: May 6, 2008	RODERICK G. DORMAN (CA SBN 96908)
4 5		ALAN P. BLOCK (CA SBN 143783) KEVIN I. SHENKMAN (CA SBN 223315) HENNIGAN, BENNETT & DORMAN LLP 601 South Figueroa Street, Suite 3300
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7		By /s/ Alan P. Block Alan P. Block
8		Attorneys for Plaintiff
9		ACACÍA MEDIA TECHNOLOGIES CORPORATION
10	DATED: May 6, 2008	JUANITA R. BROOKS
11	DiffED. May 0, 2000	TODD G. MILLER FISH & RICHARDSON P.C.
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13		By/s/ Todd G. Miller
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15		Attorneys for Defendants ADEMIA MULTIMEDIA, LLC; AEBN, INC.;
16		AUDIO COMMUNICATIONS, INC.; CYBER TREND, INC.; CYBERNET VENTURES, INC.;
17 18		ACMP, LLC; GAME LINK, INC.; GLOBAL AVS, INC.; INNOVATIVE IDEAS INTERNATIONAL; LIGHTSPEED MEDIA GROUP, INC.;
19		NATIONAL A-1 ADVERTISING, INC.; NEW DESTINY INTERNET GROUP, LLC; VS MEDIA, INC.
20	DATED: May 6, 2008	WILLIAM J. ROBINSON
21	DATED: Way 0, 2006	VICTOR DE GYARFAS FOLEY & LARDNER
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24		By /s/ Victor de Gyarfas Victor de Gyarfas
25		Attorneys for Defendants INTERNATIONAL WEB INNOVATIONS, INC.
26		and OFFENDALE COMMERICAL LIMITED BV
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- 1	I .	

1	DATED: May 6, 2008	GARY A. HECKER
2		JAMES M. SLOMINSKI THE HECKER LAW GROUP
3		1925 Century Park East, Suite 2300 Los Angeles, California 90067
4		
5		By /s/ James M. Slominski James M. Slominski
6		Attorneys for Defendant OFFENDALE COMMERCIAL BV, LTD.
7		OF ENDALL COMMERCIAL BY, LTD.
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10		<u>ORDER</u>
11	PURSUANT TO STIPULATION, IT	IS SO ORDERED.
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13	DATED:	The Honorable James Ware
14		United States District Judge
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