

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

LODSYS, LLC,

Plaintiff,

v.

CIVIL ACTION NO. 2:11-cv-272 (JRG)

ATARI INTERACTIVE, INC.;
COMBAY, INC.;
ELECTRONIC ARTS, INC.;
ICONFACTORY, INC.;
ILLUSION LABS AB;
MICHAEL G. KARR D/B/A SHOVELMATE;
QUICKOFFICE, INC.;
ROVIO MOBILE LTD.
RICHARD SHINDERMAN;
SQUARE ENIX LTD.;
TAKE-TWO INTERACTIVE SOFTWARE,
INC.,

Defendants.

**DECLARATION OF MARK SMALL IN SUPPORT OF
PLAINTIFF LODSYS, LLC'S MOTION TO SUBSTITUTE
OR, IN THE ALTERNATIVE, JOIN LODSYS GROUP, LLC**

I, Mark Small, declare as follows:

1. I am the Chief Executive Officer for plaintiff Lodsys, LLC ("Lodsys"). I am also the Chief Executive Officer for the proposed substitution plaintiff Lodsys Group, LLC ("Lodsys Group"). I have personal knowledge of the facts set forth in this declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. Lodsys is a Texas limited liability company, and Lodsys maintains an office at 505 East Travis Street, Suite 207, Marshall, Texas.

3. Lodsys Group is a Texas limited liability company, and Lodsys Group maintains an office at its headquarters located at 505 East Travis Street, Suite 207, Marshall, Texas.

4. On January 31, 2012, Lodsys entered into a patent sale agreement with Lodsys Group, whereby all rights, title, and interest to the patents-in-suit were sold and therefore assigned to Lodsys Group as of February 1, 2012. Attached hereto as Exhibit A is a true and correct copy of the Assignment of Patent Rights.

5. Lodsys Group obtained the right to enforce the patents-in-suit and to recover damages and any other remedies of any kind for past and future infringement, including all causes of action asserted by Lodsys in this action. Lodsys Group assumed all obligations and liabilities concerning the patents-in-suit to the extent Lodsys would have been liable absent the assignment of the patents-in-suit to Lodsys Group, including with respect to the counterclaims and other requests for relief asserted against Lodsys in this action. Lodsys Group also acquired possession, custody, and control of Lodsys's documents and information relevant to this action and the patents-in-suit, including the invention and patent prosecution files.

6. Lodsys Group has retained Lodsys's attorneys of record to continue as counsel for Lodsys Group in this action. And following substitution. Lodsys hereby agrees to make itself available for discovery in this action as if it continued to be a party.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed on January 31, 2012 at Oconomowoc, Wisconsin.

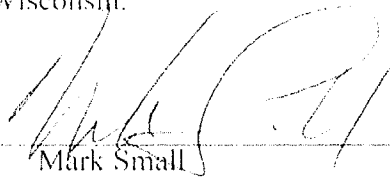

Mark Small

EXHIBIT A

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Lodsys LLC, a Texas limited liability company, with an office at 505 East Travis, Suite 207, Marshall, Texas 75670 ("*Assignor*"), does, effective as of February 1, 2012, sell, assign, transfer, and convey unto Lodsys Group, LLC, a Texas limited liability company having offices at 505 East Travis, Suite 207, Marshall, Texas 75670 ("*Assignee*"), all of Assignor's right, title, and interest in and to the following (collectively, the "*Assigned Patent Rights*"):

- (a) the patents listed in the table below (the "*Patents*");

Patent No.	Country	Title of Patent and First Named Inventor
5999908	US	Customer-base product design module
7133834	US	Product Value Information Interchange Server
7222078	US	Methods and Systems for Gathering Information from Unites of A Commodity Across a Network
7620565	US	Customer-Based Product Design Module

- (b) any future reissues, reexaminations, extensions, continuations, continuing prosecution application, requests for continuing examinations, divisions, and registrations of any of the Patents;

- (c) rights to apply in any or all countries of the world for future patents, certificates of invention, utility models, industrial design protections, design patent protections, or other future governmental grants or issuances of any type related to the Patents; and

- (d) causes of action and enforcement rights of any kind under, or on account of, any of the Patents and/or any of the items described in either of the foregoing categories (b) or (c), including, without limitation, all causes of action, enforcement rights and all other rights to seek and obtain any other remedies of any kind for past, current and future infringement; and

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all future patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Assigned Patent Rights in the name of Assignee, as the assignee to the entire interest therein. This Assignment of Patent Rights will inure for the benefit of any permitted successors or assigns of Assignee.

