

# Exhibit A



March 27, 2012

**VIA FEDEX**

Kathy Garner  
President/Chief Executive Officer  
Catalyst Corporate Federal Credit Union  
6801 Parkwood Boulevard  
Plano, TX 75024  
Phone: 214-703-7500  
Fax: 214-703-7922

Re: Proposal to Negotiate Patent License

Dear Mrs. Garner:

IP Navigation Group, LLC, a leading global intellectual property advisory firm, has been engaged by our client who owns valuable patents in the field of financial document processing. An analysis of your products shows that your company makes, uses, or sells products or services that would benefit from a license to our client's patents.

We would very much welcome the opportunity to enter into constructive discussions with your company to determine whether we can agree to a mutually acceptable patent license agreement or determine that you are not using our client's patents. We are focused on addressing these issues without the need for costly and protracted litigation. Of course, if our discussions result in the conclusion that the patents do not read on your products, no license would be necessary and we would immediately conclude licensing discussions.

We are prepared to commence discussions with you or your representative at your earliest convenience. At our first meeting, we intend to identify specific patents and provide information outlining the basis for the infringement claims against your products or services. We would also welcome any information or analysis that you may wish to provide rebutting the claims. We are also prepared to set forth our client's basic licensing structure for your consideration at that initial meeting.

In order to proceed, we request that your client agree to confidentiality and not to institute litigation against our client on the basis of our client's request to seek amicable licensing discussions. We have enclosed a one page proposed form of agreement addressing these issues.

As we stated above, our client's preferred approach is to conclude licensing discussions without resorting to litigation. We hope you share this objective.




IP NAVIGATION GROUP™

Our client has agreed to keep this offer open for fourteen days. Please let us know at your earliest convenience whether you agree to this proposal and when you would be available to meet. I can be reached at (214) 438.0807 or via email at [matt@ipnav.com](mailto:matt@ipnav.com).

Regards,

IP NAVIGATION GROUP, LLC,  
as licensing advisor to the Client

By:   
Matthew DelGiorno

Enclosure (Confidentiality and Forbearance Agreement)

## CONFIDENTIALITY AND FORBEARANCE AGREEMENT

IP Navigation Group, LLC, acting as advisor to a certain confidential client, (collectively, "IPNav"), and Catalyst Corporate Federal Credit including affiliates, subsidiaries, related entities and successors, (the "Company"), each a "Party" and collectively, the "Parties," wish to engage in confidential discussions to determine whether the Company may benefit from a license to certain patents owned by the confidential client. The Parties also hope to meet amicably and constructively without the risk that the licensing discussions could precipitate litigation between the Parties. Accordingly, the Parties agree as follows:

Confidential Information. Each Party agrees that it will use a reasonable standard of care to maintain in strict confidence the nonpublic information provided by the other Party under this Agreement ("Confidential Information"). Confidential Information provided by a Party under this Agreement shall be used by the other Party only for the limited purpose of evaluating whether to enter into potential patent licensing arrangements. Upon termination of this Agreement, each Party shall return all Confidential Information provided by the disclosing Party under this Agreement. Each Party's obligations in regard to Confidential Information provided under this Agreement shall continue for a period of three (3) years following the termination of this Agreement.

Forbearance. Each Party agrees that neither the request to engage in licensing discussions, nor the existence of licensing discussions under this Agreement, nor information disclosed during the course of those discussions under this Agreement shall form the basis for instituting legal proceedings against the other Party. Without limiting the preceding sentence, Company agrees that it will not bring an action for Declaratory Judgment against IPNav during the term of this Agreement.

Termination. This Agreement shall terminate three (3) months after the Execution Date unless earlier terminated by either Party upon ten (10) days written notice to the other Party.

Miscellaneous. This Agreement shall be governed under the laws of the State of Delaware. This Agreement constitutes the entire agreement between the parties. This Agreement may be executed in counterparts.

Accepted and Agreed to on this date (the "Execution Date") April \_\_\_\_\_, 2012:

**IP NAVIGATION GROUP, LLC, as licensing advisor to the client**

By: \_\_\_\_\_, Duly Authorized

\_\_\_\_\_, and affiliates, subsidiaries, related entities and successors

By: \_\_\_\_\_, Duly Authorized