

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

ALOFT MEDIA, LLC,

Plaintiff,

v.

YAHOO!, INC., et al.,

Defendants.

§
§
§
§
§
§
§
§
§

Civil Action No. 6:08-cv-509

JURY TRIAL DEMANDED

EXHIBIT "8"

EMPLOYEE SHARE AGREEMENT

This Employee Share Agreement ("Agreement") is entered into effective as of December 29, 2008 (the "Effective Date") by and between Stragent, LLC, a Texas Limited Liability Company having a place of business at 211 W. Tyler, Suite C, Longview, Texas 75601 ("Stragent"), and Aloft Media, LLC, a Texas Limited Liability Company having a place of business at 211 W. Tyler, Suite C-1, Longview, Texas 75601 ("Aloft").

1. REIMBURSEMENT FOR EMPLOYEE SERVICES

1.1 Aloft promises to reimburse Stragent for any hourly amount paid for any services performed by David Depoma on behalf of Aloft.

1.2 Stragent will invoice Aloft for all such services at regular intervals to be determined by the mutual agreement of Aloft and Stragent from time to time.

2. MISCELLANEOUS

2.1 Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. This Agreement may not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of all parties. To the extent any provision of this Agreement conflicts with any provision of an exhibit hereto, the provision in this Agreement will control.

2.2 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties, and each of them.

2.3 Relationship of Parties. The parties hereto are independent contractors. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties.

2.4 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

In acceptance of the foregoing promises and provisions, the parties have executed this Agreement effective as of the Effective Date.

