

Exhibit B



& LLP

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November 10, 2011

Via E-Mail

TO: Counsel of Record in Uniloc, Inc. Litigation Regarding '216 Patent

Re: Dispute Concerning Rights in '216 Patent

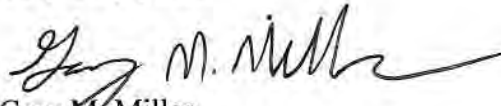
Dear Counsel:

I am writing to put you on notice of a dispute between my client, Sureloc, Inc. (f/k/a Uniloc PC Preload, Inc. and Uniloc, Inc.) ("Sureloc"), and Uniloc USA, Inc. and affiliated companies ("Uniloc") regarding ownership of United States Patent No. 5,490,216 (the "'216 patent"). Sureloc recently provided information regarding this dispute to Microsoft. Microsoft then entered into a non-exclusive license agreement with Sureloc for rights to the '216 Patent.

Uniloc has filed a complaint for declaratory judgment, challenging Sureloc's rights to the '216 patent and the validity of the Sureloc/Microsoft license agreement. Sureloc denies Uniloc's allegations and contends it has exclusive rights to the '216 patent under a Patent License Agreement with Uniloc Corporation, Pty, Ltd. A copy of that Patent License Agreement is attached.

We understand you represent clients who have been sued by Uniloc for infringement of the '216 patent. Sureloc has not yet determined whether it will seek to license the '216 patent to other parties, intervene in the litigation Uniloc filed or file separate patent infringement actions. We want to make sure you are aware, however, of the dispute between Sureloc and Uniloc regarding ownership of the '216 patent to foreclose any time-based, estoppel, waiver or other defenses against Sureloc.

Very truly yours,



Gary M. Miller

GMM/kh
Attachment

1244226

PATENT LICENSE AGREEMENT

This Patent License Agreement ("*Patent License*") is entered into on the 11 day of April, 2000, between Uniloc Corporation Pty. Ltd., an Australian corporation, having its principal place of business at 134 Main Street, Suite 260, Huntington Beach, California 92648 ("*UC*"), and Uniloc PC Preload, Inc., a California corporation having its principal place of business at 134 Main Street, Suite 260, Huntington Beach, California 92648 ("*PCP*").

RECITALS

WHEREAS UC through its wholly-owned subsidiary, is the exclusive owner of all right, title and interest in and to U.S. Patent No. 5,490,216 for System for Software Registration, including all continuations, continuation-in-part and divisional applications and registrations derived therefrom (collectively, the "*Patent*");

WHEREAS, PCP is interested in further developing technology protected under the Patent, for which it requires, and UC is willing to grant, an exclusive license to make, have made, use, sell, and offer to sell products and services covered under the claims of the Patent, as more fully described in a co-development agreement executed by and between the parties of even date herewith (the "*Co-Development Agreement*");

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the parties have agreed and do hereby agree as follows:

AGREEMENT

1. License

a. As part of the consideration set forth in the Co-Development Agreement and incorporated herein by reference, UC hereby grants and conveys to PCP an exclusive license to

make, have made, use, sell and offer for sale, products and services covered by the claims of the Patent.

b. PCP shall have the right to sublicense its rights under this Agreement. The terms of each sublicense may be submitted for approval by UC; however, such approval shall not be unreasonably withheld.

c. UC shall take all steps necessary, including the payment of maintenance fees, to assure and maintain registration of the Patent.

2. Termination

a. Except as otherwise provided herein, this Agreement shall remain in full force and effect until the latest expiration date of the Patent.

b. If PCP makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankrupt, or if it shall dissolve or liquidate, then all the rights granted herein shall forthwith cease and terminate without prior notice or legal action by UC.

c. Should PCP fail to comply with any provision of this Agreement, UC may terminate this Agreement only as per the following procedure. UC shall issue to PCP a written notice of defect. PCP shall then have sixty (60) days from receipt of said notice to commence and initiate corrective steps to cure said defect. If such corrective steps have been taken, UC shall allow for a period of six (6) months for such corrective steps to be implemented. In the event that said defect is not finally corrected within said six-month period, the parties shall conduct an arbitration proceeding within ninety (90) days therefrom to determine if said defect is curable. Only if said arbitration determines that said defect is curable but uncured will this

Agreement be terminated within sixty (60) days from the date of issuance of the final arbitration ruling.

3. Third Party Infringement

a. **Right to Pursue Infringers.** PCP shall have the right, in its sole discretion and at its sole expense, to pursue any and all infringers and potential infringers for acts of infringement of the Patent and any patents that issue from or in connection with the Patent, including but not by way of limitation, sending demand letters, filing suit, entering into settlement Agreements and/or license Agreements as PCP deems appropriate and collecting damages for the infringement thereof. PCP shall aggressively pursue known infringers and potential infringers by the above means in the manner PCP deems appropriate. UC shall promptly notify PCP of all suspected infringers of any Patent and of circumstances that arise which could lead to such infringing activities.

b. **Assistance.** UC shall provide assistance to PCP, at PCP's reasonable request and expense, to assist in PCP's efforts to enforce its rights under this Agreement, such assistance to include, but not be limited to, providing technical advice, testimony (if required), backup paperwork pertaining to the Patent and any other support reasonably deemed necessary by PCP to maximize PCP's potential for a successful outcome of its various enforcement proceedings.

c. **Costs.** During the term of this Agreement, PCP shall pay all reasonable costs, including court costs, investigators fees, attorneys fees, travel expenses, consultant fees and the like, that PCP deems to be necessary in its sole discretion, to enforce its rights hereunder.

4. Applicable Law. This Agreement shall be considered to have been executed in California and shall be governed and construed by and in accordance with the laws of the State of California.

5. **Notice.** All notices, requests or other communications required or permitted to be delivered hereunder shall be in writing, delivered by certified mail, return receipt requested, postage prepaid, as follows:

If to UC: Mr. Ric B. Richardson
Uniloc Corporation Pty., Ltd.
134 Main Street, Suite 260
Huntington Beach, California 92648

If to PCP: Mr. Ric B. Richardson
Uniloc PC Preload, Inc.
134 Main Street, Suite 260
Huntington Beach, California 92648

6. **Amendments.** This Agreement shall not be modified or amended except by an instrument in writing signed by both parties.

7. **Severability.** If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

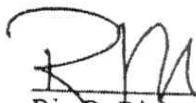
8. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective parents, subsidiaries, affiliates, successors and assigns.

9. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, either express or implied, between the parties concerning the Patent.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first above written.

Uniloc Corporation Pty., Ltd.
134 Main Street, Suite 260
Huntington Beach, California 92648

By: 

Ric B. Richardson, President/CEO

Uniloc PC Preload, Inc.
134 Main Street, Suite 260
Huntington Beach, California 92648

By: 

Ric B. Richardson, President/CEO