

CONTINGENT FEE AGREEMENT

This CONTINGENT FEE AGREEMENT (this "Agreement") is entered into this 27th day of June, 2007 (the "Effective Date"), by and between epicRealm Licensing LP, a Delaware limited partnership ("epicRealm Licensing") and Jenner & Block LLP, an Illinois limited liability partnership ("Jenner & Block"). epicRealm Licensing and Jenner & Block are individually referred to in this Agreement as a "Party" and are collectively referred to in this Agreement as the "Parties."

RECITALS:

WHEREAS, epicRealm Licensing believes that certain of its Intellectual Property has been infringed upon or unlawfully used by Infringing Parties and epicRealm Licensing desires to protect its rights in its Intellectual Property by pursuing Enforcement Activities against such Infringing Parties; and

WHEREAS, epicRealm Licensing desires to retain Jenner & Block to counsel, advise and represent it with regard to legal matters arising out of or related to the Enforcement Activities and Jenner & Block wishes to accept such retention; and

WHEREAS, because of the potential cost in prosecuting the Enforcement Activities, epicRealm Licensing desires to compensate Jenner & Block on a contingent fee basis pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT:

1. Definitions. In addition to any other defined terms used herein, the following words and phrases (whether used in the singular or in the plural tense) shall be defined terms in this Agreement and shall mean the following:

a. "Contingent Fee Award" shall mean the applicable percentage (as more particularly set forth in Section 5 herein) of the Net Revenues received by epicRealm Licensing from an Enforcement Activity and which is payable to Jenner & Block for its representation of epicRealm Licensing in such Enforcement Activity.

b. "Enforcement Activities" shall mean: (i) representation of epicRealm Licensing in the existing cases of *Oracle Corp. and Oracle U.S.A., Inc. v. epicRealm Licensing, L.P.*, Civ. No. 06-CV-414-SLR (D.Del.) and *Quinstreet, Inc., v. epicRealm Licensing, L.P.*, Civ. No. 06-CV-495-SLR (D.Del.); (ii) any litigation, arbitration, mediation, judicial or administrative hearing, legal or equitable cause of action or such other similar proceedings that epicRealm Licensing (or its legal counsel) may initiate, prosecute and conclude or threaten to initiate against an Infringing Party for infringement of the Intellectual Property; (iii) any action or activity undertaken by epicRealm Licensing (or its legal counsel) that results in an intellectual property licensing agreement with an Infringing Party for infringement of the Intellectual Property; or (iv) any action or activity undertaken by epicRealm Licensing (or its legal counsel) that results in an any other type of licensing agreement, covenant not to sue agreement, sale or assignment of commercialization rights or intellectual property rights, or any other contract or agreement by and between epicRealm Licensing and an Infringing Party arising out of or related to a grant of rights to the Intellectual Property or forbearance from prosecution of an Enforcement Activity against an Infringing Party.

c. "Enforcement Expenses" shall mean all reasonable expenses arising out of or related to an Enforcement Activity including, without limitation, telephone, copy, facsimile transmission, special

delivery, postage, attorney and paralegal travel and lodging and other expenses customarily billed and charged by Jenner & Block, as well as expenses that may be charged by third-party vendors, such as expert witnesses, document management providers, licensing investigation, court reporters, local counsel and other vendors which are necessary or reasonably required to initiate, prosecute and conclude an Enforcement Activity. For purposes of clarity, nothing in this Agreement shall be deemed to give rise to any right or claim by epicRealm Licensing against Jenner & Block to recoup any Enforcement Expenses.

d. "Gross Revenues" shall mean any money, income, fees, revenues, proceeds or other forms of pecuniary compensation (including, without limitation, attorneys' fees, court costs, enhanced or punitive damages awards or any other types of awards) or Non-Monetary Compensation arising out of or as a result of any Enforcement Activities threatened, initiated, prosecuted and/or concluded by Jenner & Block on behalf of epicRealm Licensing after the Effective Date, including, without limitation, (i) money, income, fees, revenues, proceeds or other forms of pecuniary compensation or Non-Monetary Compensation received by epicRealm Licensing as a result of any agreements entered into with an Infringing Party to license some or all of the Intellectual Property; and (ii) final awards, judgments or settlements (which are not subject to appeal) against an Infringing Party as a result of patent infringement litigation (or similar cause of action) initiated, prosecuted and concluded by or on behalf of epicRealm Licensing. In the event that Jenner & Block is unable to represent or has to discontinue its representation of epicRealm Licensing in connection with any Enforcement Activity as a result of a conflict (or other impediment not in the control of epicRealm Licensing) and epicRealm Licensing is required to retain substitute legal counsel, any Gross Revenues or Non-Monetary Compensation received by epicRealm Licensing as a result of that particular Enforcement Activity shall not be included in the definition of "Gross Revenues" used to calculate the Contingent Fee Award payable to Jenner & Block (if any).

e. "Infringing Party" shall mean Oracle Corporation and Oracle U.S.A., Inc. (collectively "Oracle"); Oracle parent, subsidiaries, and otherwise related companies; Oracle licensees and assignees, Oracle's customers, clients, and purchasers of Oracle products and services, excluding Safelite Group Inc.; Quinstreet, Inc. ("Quinstreet"); Quinstreet parent, subsidiary, and otherwise related companies; Quinstreet licensees and assignees; and Quinstreet customers, clients, and purchasers of Quinstreet products and services, which in the reasonable opinion of epicRealm Licensing infringe or have infringed upon the Intellectual Property and in which an Enforcement Activity is threatened, initiated, prosecuted or concluded against such individual or entity by or on behalf of epicRealm Licensing.

f. "Intellectual Property" shall mean the intellectual property portfolio of epicRealm Licensing including, without limitation, trademarks, service marks, trade and business names, filed and issued United States and foreign patents (including, without limitation, all future or existing foreign equivalents or counterparts, reexaminations, reissues, divisionals, continuations or continuations-in-part related thereto), copyrights, software, computer and source code as more particularly set forth in Exhibit A attached hereto (as such may be amended or modified from time to time by further agreement between the Parties).

g. "Net Revenues" shall mean Gross Revenues less the Enforcement Expenses.

h. "Non-Monetary Compensation" shall mean the monetary value of all consideration, benefit or value received by epicRealm Licensing arising out of or as a result of any Enforcement Activity, including without limitation, non-monetary court orders, cross-license agreements, business arrangements or other benefits that inure to epicRealm Licensing.

2. Scope of Representation. During the term of this Agreement, epicRealm Licensing agrees to retain Jenner & Block on a non-exclusive basis to represent epicRealm Licensing as its legal counsel to initiate, prosecute and conclude Enforcement Activities against Infringing Parties. In consideration for the Contingent Fee Award, Jenner & Block agrees to provide epicRealm Licensing with legal counsel on all matters arising out of or related to Enforcement Activities in which Jenner & Block is retained by epicRealm Licensing. Specifically excluded from the scope of this Agreement are matters which do not arise out of or are not related to the Enforcement Activities including, by way of example and without limitation, the drafting, filing and prosecution of patent applications with the United States Patent and Trademark Office (or any other successor governmental agency) or foreign patent offices and the representation of epicRealm Licensing in corporate transactions or other litigation unrelated to the infringement of the Intellectual Property.

a. Jenner & Block as Primary Legal Counsel. The Parties acknowledge and confirm that although Jenner & Block is being retained to represent epicRealm Licensing on a non-exclusive basis, it is the intent of the Parties to utilize Jenner & Block during the term of this Agreement as epicRealm Licensing's primary legal counsel for the Enforcement Activities and for Jenner & Block to act in a supervisory and coordinating capacity in connection with other legal counsel that may be retained from time to time by epicRealm Licensing in connection with any Enforcement Activities brought by or on behalf of epicRealrn against Infringing Parties.

b. Authority. Jenner & Block shall not initiate any discussions or negotiations with or any Enforcement Activities against any individual or entity identified by epicRealm Licensing as an Infringing Party without the prior consent of epicRealm Licensing. epicRealm Licensing shall have the sole and exclusive authority regarding the scope and nature of the terms and conditions of: (i) any licensing agreement entered into with an Infringing Party; and (ii) the disposition of any litigation against an Infringing Party (including, without limitation, whether to accept a settlement offer and the terms and conditions related thereto). The decision whether to initiate an Enforcement Activity against an Infringing Party shall be made by the mutual agreement of the Parties on a case-by-case basis. Jenner & Block shall promptly provide copies to epicRealrn Licensing of all correspondence received from an Infringing Party. Prior to distribution, Jenner & Block shall provide to epicRealrn Licensing copies of all correspondence to be made to an Infringing Party.

c. Additional Representation; Excluded Litigation. In connection with any Enforcement Activities in which Jenner & Block is representing epicRealm Licensing, Jenner & Block agrees to defend epicRealm Licensing (and its members, officers, directors, employees, representatives, consultants and agents, collectively, the "epicRealm Licensing Parties") against any suit, action, proceeding, counterclaim or other similar causes of action asserted against any of the epicRealm Licensing Parties by an Infringing Party that occurs as a direct result of the threat, initiation or prosecution of such Enforcement Activity (including, without limitation and by way of example, a declaratory judgment action, which is related to the validity of a patent(s) included in the Intellectual Property). The legal fees incurred by an epicRealm Party for such representation by Jenner & Block would be paid to Jenner & Block through the terms of the Contingent Fee Award, as outlined in Section 5. In addition, all legal costs and expenses arising out of or related to such representation would be the responsibility of the epicRealm Party the subject of such litigation and would be paid to Jenner & Block through the terms of the Contingent Fee Award, as outlined in Section 5. Jenner & Block' agreement to defend any of the epicRealm Licensing Parties expressly excludes any other types of suits, actions, proceedings, counter-claims or other similar causes of action brought against any of the epicRealm Licensing Parties by an Infringing Party which do not arise out of or are not related to an Enforcement Activity (the "Excluded Litigation"). In the event that Excluded Litigation is brought against any of the epicRealm Licensing Parties by an Infringing Party, Jenner & Block agrees to offer to represent such epicRealm Licensing Party (subject to any conflicts or other impediments on Jenner &

Block' ability to offer and/or to accept such representation) in such Excluded Litigation at a rate that is at a 5% discount from its regular billing rates. The scope, terms and conditions of such representation shall be governed by a separate engagement letter to be entered into by and between Jenner & Block and the represented epicRealm Licensing Party prior to the commencement of such representation.

3. Conflicts. It is anticipated that from time to time Jenner & Block may have ethical or business conflicts or other commercial or legal impediments that might limit, prevent or preclude Jenner & Block from representing epicRealm Licensing in an Enforcement Activity or which might require Jenner & Block to withdraw from representing epicRealm Licensing in a pending or on-going Enforcement Activity against an Infringing Party. The determination of whether such a conflict or impediment exists or has arisen shall be in the sole and exclusive discretion of Jenner & Block.

a. Conflict or Impediment After Commencement of An Enforcement Activity. In the event that a conflict or an impediment arises or is discovered by Jenner & Block after an Enforcement Activity has been commenced against an Infringing Party, Jenner & Block covenants to promptly inform epicRealm Licensing of such conflict and/or impediment and to use its best efforts to transition the pending Enforcement Activity to another legal counsel as expeditiously as possible in order to minimize or eliminate any disruption or adverse impact to epicRealm Licensing.

b. No Claim to Contingent Fee Award. In the event that Jenner & Block is required to cease its representation of epicRealm Licensing as a result of a conflict or impediment which arises or is discovered by Jenner & Block after an Enforcement Activity has been commenced against an Infringing Party, Jenner & Block shall not have any right or claim to a Contingent Fee Award from any Net Proceeds that may be received by epicRealm Licensing as a result of such Enforcement Activity.

4. Payment of Enforcement Expenses. The Parties agree that epicRealm Licensing shall be solely responsible for the payment of all Enforcement Expenses. in the event that Jenner & Block has either ordered or paid for any Enforcement Expenses, epicRealm Licensing covenants to pay any third-party vendor's invoices promptly upon receipt of such invoices or to reimburse Jenner & Block promptly upon receipt of an invoice from Jenner & Block setting forth in reasonable detail the amount and type of Enforcement Expenses paid by Jenner & Block on behalf of epicRealm Licensing. Any Enforcement Expenses in excess of \$20,000 must be approved in advance by epicRealm Licensing.

5. Contingent Fee Award. In consideration for undertaking an Enforcement Activity on behalf of epicRealm Licensing, Jenner & Block shall be paid a Contingent Fee Award computed as a percentage of the Net Proceeds paid to epicRealm Licensing from such Enforcement Activity and as more particularly set forth below:

Net Proceeds: \$0 to \$15,000,000	Net Proceeds: \$15,000,000.01 to \$50,000,000	Net Proceeds: \$50,000,000.01 to \$75,000,000	Net Proceeds: \$75,000,000.01 and above
33%	28%	24%	20%

a. Payment of the Contingent Fee Award. Except as noted in the following paragraph, epicRealm Licensing covenants to pay to Jenner & Block the entire Contingent Fee Award earned by Jenner & Block for representing epicRealm Licensing in an Enforcement Activity within a

reasonable time (but in any event, no later than 30 days) after the receipt by epicRealm Licensing of the Net Proceeds arising from such Enforcement Activity.

b. Payment of the Contingent Fee Award Over Time. It is understood by the Parties that epicRealm Licensing may from time to time enter into licensing or other types of agreements or settlements to resolve an Enforcement Activity (each, a "Settlement Agreement") where the Net Proceeds will be paid to epicRealm Licensing over the course of the term of the Settlement Agreement. In such event, the Parties agree that the Contingent Fee Award payable to Jenner & Block shall also be paid over the course of the term of such Settlement Agreement. The Parties further agree that Jenner & Block shall continue to be entitled to such Contingent Fee Award even in the event of the termination of this Agreement.

c. Examples. The following examples of how the Contingent Fee Award may be calculated and/or paid to Jenner & Block are provided merely for illustrative purposes and are not meant to be an exhaustive or complete treatment of how these calculations or payment methods may be determined during the term of this Agreement:

Example 1: If epicRealm Licensing resolves an Enforcement Activity with an Infringing Party through an agreement that results in the payment to epicRealm Licensing of an annual licensing or settlement payment during the term of the agreement, epicRealm Licensing is obligated to pay to Jenner & Block an annual Contingent Fee Award during the term of this agreement equal to the applicable percentage of the Net Proceeds arising out of such agreement.

Example 2: If epicRealm Licensing receives a judgment or enters into a settlement which results in a one-time cash payment, epicRealm Licensing is obligated to pay to Jenner & Block a one-time Contingent Fee Award equal to the applicable percentage of the Net Proceeds applicable to such judgment or settlement.

Example 3: If epicRealm Licensing receives intellectual property rights from an Infringing Party in exchange for a license, release, covenant not to sue agreement or other contractual arrangement, epicRealm Licensing is obligated to pay to Jenner & Block a Contingent Fee Award equal to the applicable percentage of the Net Proceeds (as calculated by the fair market value of the intellectual property rights received by epicRealm Licensing).

Example 4: If epicRealm Licensing receives goods, services, property, business contract or benefit or other type of non-monetary consideration in exchange for a license, release, covenant not to sue agreement or other contractual arrangement, epicRealm Licensing is obligated to pay to Jenner & Block a Contingent Fee Award equal to the applicable percentage of the Net Proceeds (as calculated by the fair market value of the goods, services, real property, business contract or benefit or other type of non-monetary consideration received by epicRealm Licensing).

6. Accountings and Reporting Obligations. The Parties covenant to provide each other with certain accounting and financial information as provided below:

a. epicRealm Licensing Reporting Obligations. epicRealm Licensing shall provide Jenner & Block with a bi-annual accounting of all Gross Revenues arising out of or related to any Enforcement Activities in which Jenner & Block has represented epicRealm Licensing.

b. Jenner & Block Reporting Obligations. Jenner & Block shall provide epicRealm Licensing with a monthly statement setting forth in reasonable detail all Enforcement Expenses incurred by

Jenner & Block or paid by Jenner & Block on behalf of epicRealm Licensing. This monthly statement shall also include an accounting of the time expended by Jenner & Block attorneys and legal assistants in representing epicRealm Licensing in each Enforcement Activity and shall specifically identify the applicable Infringing Party for such Enforcement Activity.

7. Impairment of Rights. The Parties covenant that they will not take or forbear from taking any activity or action that would or could be reasonably expected to impair the other Party's rights under this Agreement or in any Enforcement Activity in which Jenner & Block is representing epicRealm Licensing.

8. Arbitration of Disputes.

a. Generally. The Parties acknowledge that situations may arise which are not specifically addressed or contemplated in this Agreement. In that event, the Parties shall make a good faith effort to resolve any dispute relating in any manner to the Agreement or to any services provided pursuant to this Agreement in accordance with the general spirit of this Agreement. If the Parties cannot reach a satisfactory resolution, the Parties (or their authorized successors or assigns) agree that such dispute shall be finally adjudicated by arbitration conducted in Dallas, Texas under the auspices of JAMS®. The details concerning such arbitration, will be agreed upon by the Parties prior to the commencement of arbitration or, failing such agreement, by JAMS®. The arbitrator shall be selected by the mutual agreement of the Parties or, failing such agreement, from a panel of three arbitrators nominated by JAMS®, with each Party having the right to strike one of the arbitrators nominated by the other Party.

b. Disputes Regarding Non-Monetary Compensation. The valuation of any Non-Monetary Compensation shall be made in the reasonable judgment of the Parties in accordance with generally acceptable accounting principles or other appropriate methodologies related to the valuation of non-cash consideration or nonmarketable securities. If the Parties are unable to agree, the value shall be set by a binding arbitration before a single arbitrator in Dallas, Texas, under a "baseball format" (as defined below). The arbitrator shall be selected by the mutual agreement of the Parties or, failing such agreement, from a panel of three arbitrators nominated by JAMS®, with each Party having the right to strike one of the arbitrators nominated by the other Party. For purposes of this Agreement "baseball format" means that each of the Parties shall submit to the arbitrator on an ex parte basis, a proposal on the correct value of the NonMonetary Compensation and the arbitrator shall select one of these proposals (as opposed to the arbitrator's separate determination of the value of such Non-Monetary Compensation).

9. Termination.

a. Termination by epicRealm Licensing. This Agreement may be terminated by epicRealm Licensing at any time by providing 30 days prior written notice to Jenner & Block. If epicRealm Licensing elects to terminate this Agreement, epicRealm Licensing shall: (i) compensate Jenner & Block for all time expended by Jenner & Block on any Enforcement Activity undertaken on behalf of epicRealm Licensing at the regular hourly billing rates charged by Jenner & Block for its attorneys and legal assistants (in lieu of the Contingent Fee Award applicable to such Enforcement Activity); provided, however, that epicRealm Licensing has not terminated this Agreement as a result of a material breach of this Agreement by Jenner & Block (and such breach was not cured within thirty (30) days of the receipt by Jenner & Block of written notice from epicRealm Licensing of such material breach); (ii) reimburse Jenner & Block for all previously unreimbursed Enforcement Expenses incurred by Jenner & Block under this Agreement; and (iii) at the conclusion of any Enforcement Activity, pay Jenner & Block an appropriate and fair portion of the Contingent Fee Award based upon Jenner & Block contribution to the result achieved as of the time of termination of this Agreement (to the extent that Jenner & Block has not already been compensated under Section 9.a.(i) hereunder).

b. Termination by Jenner & Block. If Jenner & Block determines at any time that it is not in its economic interest to continue the representation of epicRealm Licensing pursuant to this Agreement, Jenner & Block may terminate this Agreement by providing 30 days prior written notice to epicRealm Licensing provided that the timing of such a termination shall be in full accord with any applicable ethical or legal responsibilities (e.g. those promulgated by the American Bar Association (ABA) or those outlined by the Illinois Disciplinary Rules of Professional Conduct), which bind or otherwise control the behavior or actions of Jenner & Block. Subsequent to the termination, Jenner & Block shall use best efforts to secure substitute counsel for epicRealm Licensing. If Jenner & Block terminates this Agreement, it shall continue to be entitled to receive compensation from epicRealm Licensing pursuant to (i), (ii) and (iii) in the preceding paragraph up to the date of such termination LESS the reasonable costs incurred by epicRealm Licensing to transition any pending or on-going Enforcement Activities that had been commenced with Jenner & Block to successor legal counsel.

10. Right to Files; Cooperation. Within sixty (60) days of the termination of this Agreement or promptly upon receipt of a written request from epicRealm Licensing, Jenner & Block shall deliver copies of all files and documents, including, without limitation, all reports, memoranda, or other materials held by Jenner & Block arising out of or related to any Enforcement Activity in which Jenner & Block represented epicRealm Licensing. Jenner & Block covenants to cooperate with any successor or additional legal counsel engaged by epicRealm Licensing in connection with any Enforcement Activities.

11. Successors and Assigns. This Agreement (and the right, duties and obligations arising hereunder) may not be assigned without the prior, written consent of the non-assigning Party. In the event that a Party ceases to exist as a legal entity, the other Party shall have the right (but not the obligation) to continue under the terms of this Agreement with any successor entity to the dissolving Party.

12. Notices. All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing to be effective and shall become effective either when: (a) personally delivered to the Party to which such notice, demand, or request is directed; (b) mailed by registered or certified mail with return receipt requested on the earlier of the date actually received by the Party to which such is directed or (whether ever received or not) or three (3) Business Days after the same is deposited in the United States Mail, addressed to such Party at the address set forth in the signature page; or (c) if sent via facsimile upon receipt with proof of confirmed answer back of the date of transmission.

13. Choice of Law. THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREUNDER.

14. Waiver. No consent or waiver, express or implied, by any Party to, or of, any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting Party of its rights hereunder.

15. Amendment; Modification. This Agreement may be amended or modified from time to time but only by a written instrument executed by the Parties. This Agreement may not be amended by oral statements. This written Agreement represents the final and complete agreement of the Parties regarding the subject matter of this Agreement and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no oral or unwritten agreements regarding the subject matter of this

Agreement.

16. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. Further Assurances. The Parties agree to promptly execute such other documents and instruments as are necessary or reasonably necessary to consummate this Agreement and the transactions contemplated hereunder.

18. Counterparts. Multiple originals of this Agreement may be executed simultaneously, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. Confidentiality. The terms and conditions of this Agreement as well as the existence thereof, is strictly confidential and (except as otherwise required by law) shall not be disclosed (in whole or in part) by either Party (including such Party's agents, representatives, officers, directors, principals, stockholders, members or legal counsel) without the prior, written consent of the other Party.

20. Rules of Construction. It is acknowledged and confirmed that each Party and its respective legal counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any subsequent amendments hereto.

21. No Other Rights. Nothing in this Agreement, or in any transaction contemplated hereby, express or implied, shall give or be construed to give to any individual or entity other than the Parties any legal or equitable right, remedy, privilege, immunity or claim under this Agreement or by reason of such transaction, all of the covenants and provisions of this Agreement being for the sole benefit of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective date.

EPICREALM LICENSING, LP

By: 

Name: Terry Fokas

Title: Managing Member

Address: 1700 Pacific Avenue, Suite 2320
Dallas, Texas 75201 Facsimile (214) 397-0778

JENNER & BLOCK LLP

By: 

Name: Greg Gullopauls

Title: ~~Partner~~

Managing Partner ✓

Address: 330 N. Wabash Avenue
Chicago, Illinois 60611

Facsimile: 312 923 8405

[SIGNATURE PAGE TO THE CONTINGENT FEE AGREEMENT]

EXHIBIT A

INTELLECTUAL PROPERTY PORTFOLIO

BB File No.	Application or Patent No.	App. or Issue Date	Inventor(s)	Title
066241.0102	6446111	09/03/02	Lowery, Keith A.	Method and Apparatus for Client-Server Communication Using a Limited Capability Client Over a Low-Speed Communications Link
066241.0104 CVP	09/590760	06/08/00	Davidson, David K. Saxena, Avinash C. Lowery, Keith A.	Method and Apparatus for Content Synchronization
066241.0105 CVP	09/592486	06/08/00	Davidson, David K. Saxena, Avinash C. Lowery, Keith A.	Method and Apparatus for Dynamic Data Flow Control
066241.0109	09/731365	12/06/00	Saxena, Avinash C.	Method and System for Adaptive Prefetching
066241.0110	09/759392	01/12/01	Chin, Bryan S. Consolver, David A. DeMasters, Gregg A. Lowery, Keith A.	Method and System for Community Data Caching
066241.0111	09/640478	08/16/00	Saxena, Avinash C.	Method and System for Uniform Resource Locator Transformation
066241.0117	09/759406	01/12/01	Chin, Bryan S. Consolver, David A. DeMasters, Gregg A. Lowery, Keith A.	Method and System for Dynamic Distributed Data Caching
066241.0119 DIV	6415335	07/02/02	Howell, Ronald L. Levine, Andrew B Lowery, Keith A.	System and Method for Managing Dynamic Web Page Generation Requests
066241.0125	5894554	04/13/99	Howell, Ronald L. Levine, Andrew B Lowery, Keith A.	System for Managing Dynamic Web Page Generation Requests by Intercepting Request at Web Server and Routing to Page Server Thereby Releasing Web Server to Process Other Requests

(including, without limitation, all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical or scientific information developed or acquired by epicRealm, including laboratory and clinical notebooks, research data, research memoranda, computer software (including source code or database code), computer records, scientist's notes, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like related to such patents and patent applications; (ii) any and all trademarks, copyrights, copyright registrations and copyrightable subject matter owned or controlled by epicRealm related to such patents and patent applications; and (iii) any domain names, URLs, source code, trademarks, copyrights, copyright registrations and copyrightable subject matter owned or controlled by epicRealm that are not otherwise related to such patents and patent applications)