

TERMINATION AND ASSIGNMENT AGREEMENT

This Termination of Patent and Assignment Agreement (the "Agreement") is entered into by and between **ACACIA RESEARCH GROUP LLC**, a Texas limited liability company having a principal place of business at 6136 Frisco Square Boulevard, Suite 385, Frisco, TX 75034 ("Assignor"); and **DOMINION ASSETS LLC**, a Delaware limited liability company having a principal place of business at 46090 Lake Center Plaza, Suite 208, Potomac Falls, Virginia 20165 ("Dominion"). Assignor and Dominion shall be collectively referred to herein as "Parties" or individually as "Party". The effective date of this Agreement shall be the date on which the last Party executes this Agreement below (the "Effective Date").

BACKGROUND

WHEREAS, Assignor (formerly Acacia Patent Acquisition LLC, a Delaware limited liability company) and Dominion are parties to a patent assignment agreement dated December 10, 2010 ("Patent Assignment Agreement");

WHEREAS, Assignor desires to transfer and convey to Dominion all of its interest in and to the Patents identified on Exhibit A to this Agreement (the "Returned Patents") subject to any and all (i) encumbrances, rights, licenses, settlements, covenants not-to-sue and releases granted to any third party prior to the Effective Date (collectively "Encumbrances"), and (ii) the terms and conditions of this Agreement; and

WHEREAS, the Parties desire to terminate the Patent Assignment Agreement, subject to survival terms provided therein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

1. TERMINATION OF PATENT ASSIGNMENT AGREEMENT AND GRANT OF ASSIGNMENT RIGHTS

1.1 Termination. As of the Effective Date, the Parties hereby terminate the Patent Assignment Agreement, subject to survival terms provided therein.

1.2 Transfer. Assignor hereby does transfer and assign unto Dominion all of Assignor's rights, obligations and interests in and to the Returned Patents including, without limitation, all rights of Assignor to sue for and collect past, present, and future damages and the right to all past, present, and future claims or causes of action for damages or equitable relief for infringement of the Returned Patents, subject to any and all Encumbrances. After the Effective Date, Dominion shall have the sole legal and financial responsibility to maintain the Returned Patents.



- 1.3 Encumbrances. Dominion accepts the Returned Patents subject to any and all Encumbrances, including, without limitation, those granted to Oracle Corporation, Microsoft Corporation and Samsung Electronics Co., Ltd.

2. RELEASES; AS-IS

- 2.1 Releases.As of the Effective Date, Dominion does hereby for itself and its legal successors, heirs and assigns, release and absolutely discharge Assignor, and each of its current and former employees, representatives, agents, attorneys, officers, directors, parents, affiliates and/or subsidiaries, past and present, of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, known and unknown, related to, arising out of or in connection with the Patent Assignment Agreement, the Encumbrances and the Returned Patents (the "Released Matters").
- 2.2 Unknown Claims. Dominion expressly acknowledges and agrees that this Agreement fully and finally releases and forever resolves the Released Matters including that which is unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. Dominion acknowledges and understands the significance and potential consequences of its release of unknown claims.
- 2.3 AS-IS. Any and all interests in the Returned Patents are being conveyed by Assignor "as is", "where is" and with all faults. Assignor does not make or provide ANY warranty, express or implied, as to the nature, quality, value or condition of the Returned Patents. Assignor expressly disclaims any warranty of merchantability, fitness for a particular purpose or non-infringement. Assignor shall not be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by Dominion or any other person or entity claiming through Dominion in connection with the Returned Patents. Dominion acknowledges and agrees that any written or oral descriptions of the Returned Patents previously provided shall be considered statements of opinion, have not been relied upon by Dominion, and shall not be deemed to create any type of representation or warranty with respect to any aspect of the Returned Patents.

3. CONFIDENTIALITY

- 3.1 The Parties agree to keep in confidence and not to disclose to any third party the terms and conditions of this Agreement (although they may disclose the existence of this Agreement), except to the extent required by statute or regulation, subpoena or order of a court of competent jurisdiction and except to their respective agents, employees, principals, attorneys, auditors, financial representatives and advisors; and provided that

any third party to which disclosure is made as provided in this Section 3.1 shall agree to hold the information confidential, except as otherwise required by any subpoena or court order.

4. GOVERNING LAW

4.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard of conflicts provisions (except to the extent preempted by any federal law).

5. MISCELLANEOUS

5.1 This Agreement may be amended or modified only by a written agreement executed by all the Parties hereto. This Agreement constitutes the entire agreement of the Parties. This Agreement may be executed in one or more counterparts and a faxed copy of a signature page shall be considered an original for the purposes of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstances 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. The failure to act upon any default hereunder shall not be deemed to constitute a waiver of such default.

5.2 The Parties agree to deal with each other fairly and in good faith in order to carry out the intent and purpose of this Agreement. Assignor hereby further agrees that it will execute and deliver all documents and take any actions that may be reasonably necessary or desirable to perfect the transfer of any rights in the Returned Patents as contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

ACACIA RESEARCH GROUP LLC

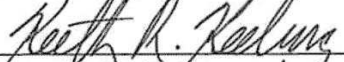
By: 

Print Name: Marvin E Key

Title: CEO

Date: April 18, 2014

DOMINION ASSETS LLC

By: 

Print Name: Keith R Keeling

Title: Managing Director

Date: April 14, 2014

Approved as to form 
Michael J Kim

EXHIBIT A**RETURNED PATENTS:****U.S. PATENTS & APPLICATIONS**

US Patent No.	US Appl. No.	Filing Date	Issue Date	Title
*5379764	07/987766	12/9/1992	1/10/1995	NON-INVASIVE DETERMINATION OF ANALYTE CONCENTRATION IN BODY OF MAMMALS
-	*08/271269	7/6/1994	-	n/a
*5360004	08/059164	5/7/1993	11/1/1994	NON-INVASIVE DETERMINATION OF ANALYTE CONCENTRATION USING NON-CONTINUOUS RADIATION
	*08/060706	5/13/1993	-	n/a
*5460177	08/059162	5/7/1993	10/24/1995	METHOD FOR NON-INVASIVE MEASUREMENT OF CONCENTRATION OF ANALYTES IN BLOOD USING CONTINUOUS SPECTRUM RADIATION

*Expired or Abandoned

FOREIGN PATENTS & APPLICATIONS

Foreign Patent or Publication No.	Publication Date	Filing Date	Country	Title
<u>WO9613204A1</u>	1996-05-09	1994-10-28	WIPO	DETERMINATION OF ANALYTE CONCENTRATION USING NON-CONTINUOUS RADIATION
<u>WO9613202A1</u>	1996-05-09	1994-10-28	WIPO	NON-INVASIVE DETERMINATION OF ANALYTE CONCENTRATION IN BODY OF MAMMALS

Foreign Patent or Publication No.	Publication Date	Filing Date	Country	Title
* JP07132120A2	1995-05-23	1994-05-09	Japan	NONINVASIVE MEASURING METHOD AND DEVICE OF SPECIMEN CONCENTRATION USING DISCONTINUOUS
* EP0623307A1	1994-11-09	1994-05-06	Europe	Non-invasive determination of constituent concentration using non-continuous radiation
* CA2123152AA	1994-11-08	1994-05-09	Canada	NON-INVASIVE DETERMINATION OF ANALYTE CONCENTRATION USING NON-CONTINUOUS RADIATION
* AU8094894A1	1996-05-23	1994-10-28	Australia	NON-INVASIVE DETERMINATION OF ANALYTE CONCENTRATION IN BODY OF MAMMALS
* AU6186494A1	1994-11-10	1994-05-04	Australia	NON-INVASIVE DETERMINATION OF ANALYTE CONCENTRATION USING NON-CONTINUOUS RADIATION
WO9613201A1	1996-05-09	1994-10-28	WIPO	NON-INVASIVE MEASUREMENT OF ANALYTE CONCENTRATION IN BLOOD
* JP07136152A2	1995-05-30	1994-05-09	Japan	METHOD AND DEVICE TO UNINVASIVELY MEASURE CONCENTRATION OF BLOOD COMPONENT OF ANIMAL
* EP0623306A1	1994-11-09	1994-05-06	Europe	Method for non-invasive measurement of concentration of analytes in blood using continuous spectrum radiation
* CA2123153AA	1994-11-08	1994-05-09	Canada	METHOD FOR NON-INVASIVE MEASUREMENT OF CONCENTRATION OF ANALYTES IN BLOOD USING CONTINUOUS SPECTRUM RADIATION
* AU6186394A1	1994-11-10	1994-05-04	Australia	METHOD FOR NON-INVASIVE MEASUREMENT OF CONCENTRATION OF ANALYTES IN BLOOD USING CONTINUOUS SPECTRUM RADIATION

