

December 31, 2014

Via FedEx

Vladimir Elgort
Vice President, IP Counsel
Sony Corporation of America
1 Sony Drive, Park Ridge, NJ 07656

Re: Proposal to Acquire Certain Sony Patents

Dear Vlad,

I would like to discuss with you the potential acquisition of certain Sony patents for SynPat's Open Licensing Program. We have identified four portfolios of impactful patents relating to technology areas that appear to have been discontinued by Sony, most if not all of which are expected to expire by 2017.

Our goal is to acquire each portfolio at a cash price ranging from \$4,000,000 to \$6,000,000. In addition, Sony will be entitled to 1/3 of SynPat's revenues.

As you may recall from our conversation, SynPat's Licensing Program enables patent owners to safely and quickly realize the earning potential of their non-core patents, and allows operating companies that wish to obtain a license to those patents to do so on fair and reasonable terms via a defined and transparent two step process:

- SynPat signs a patent purchase agreement with the seller, and then invites all relevant operating companies to equally share the acquisition price in exchange for a fully paid up nonexclusive license from SynPat.

No commission or markup will be added to your asking cash price, and the patents will be assigned to SynPat only after a full payment of the asking cash price is made to you.

- After the acquisition, SynPat continues to offer licenses to companies that decided not to participate in the acquisition syndicate.

From all revenues generated by SynPat, SynPat pays one-third ($\frac{1}{3}$) to the seller, and one-third ($\frac{1}{3}$) to the Participants (the companies that funded the acquisition).

Our unique non-arbitrage acquisition and licensing program allows operating companies to obtain licenses under relevant, high-quality patents in a mechanism that ensures reasonable prices, while satisfactorily rewarding the patentees: an agreed upon price plus one-third ($\frac{1}{3}$) of any and all revenue generated by SynPat.

Enclosed please find a one-page summary of our program as well as our term sheet template with details on our purchase proposal. In addition, I invite you to use the simulator on our website (www.synpat.com/patentees) to understand the potential outcomes for you.

I would be happy to discuss with you the patents of interest, your asking cash price, and the terms of our purchase proposal.

Best Regards and Happy New Year,

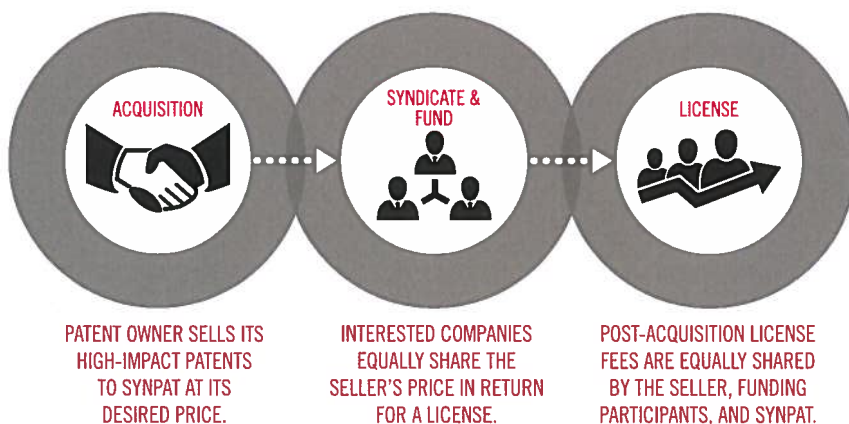
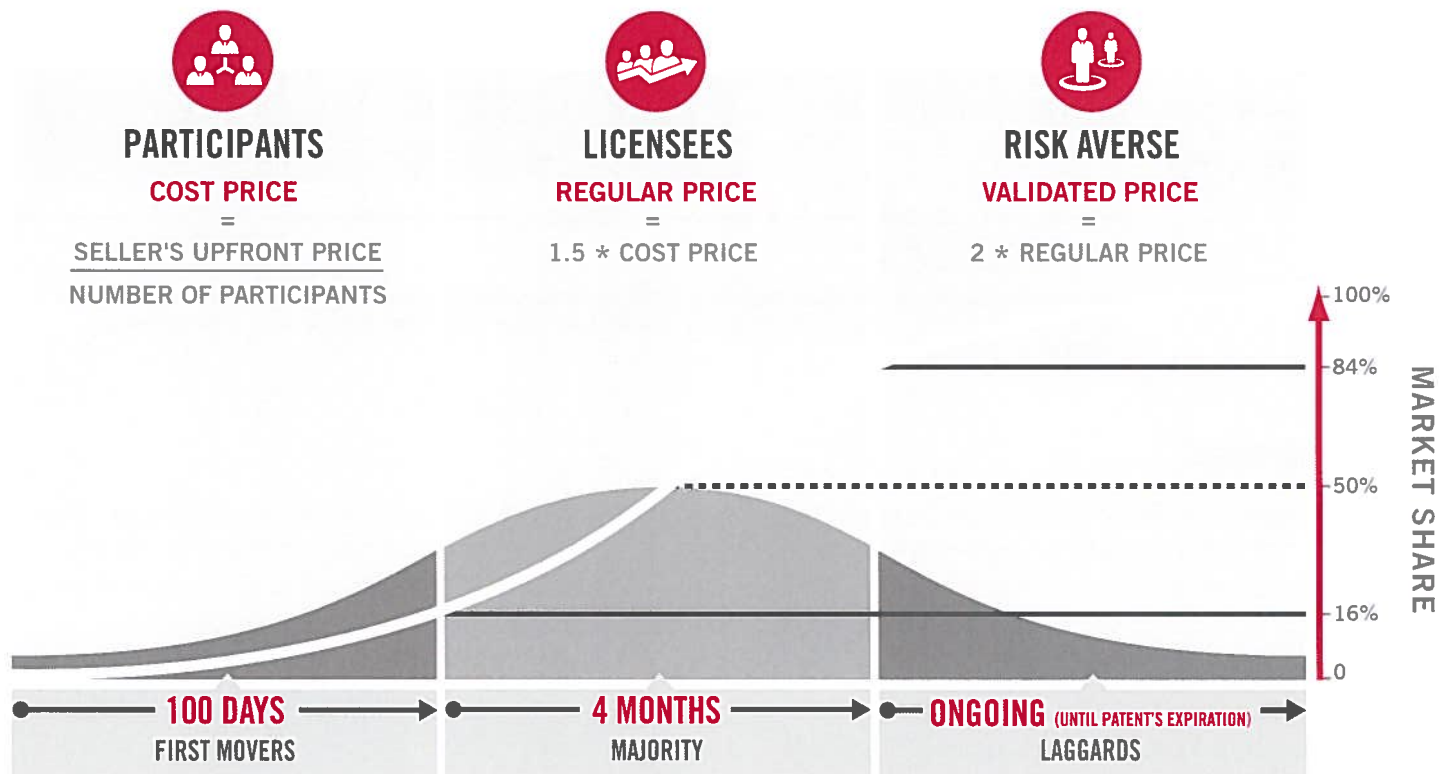


Uzi Aloush, CEO

JOIN THE OPEN LICENSING PROGRAM

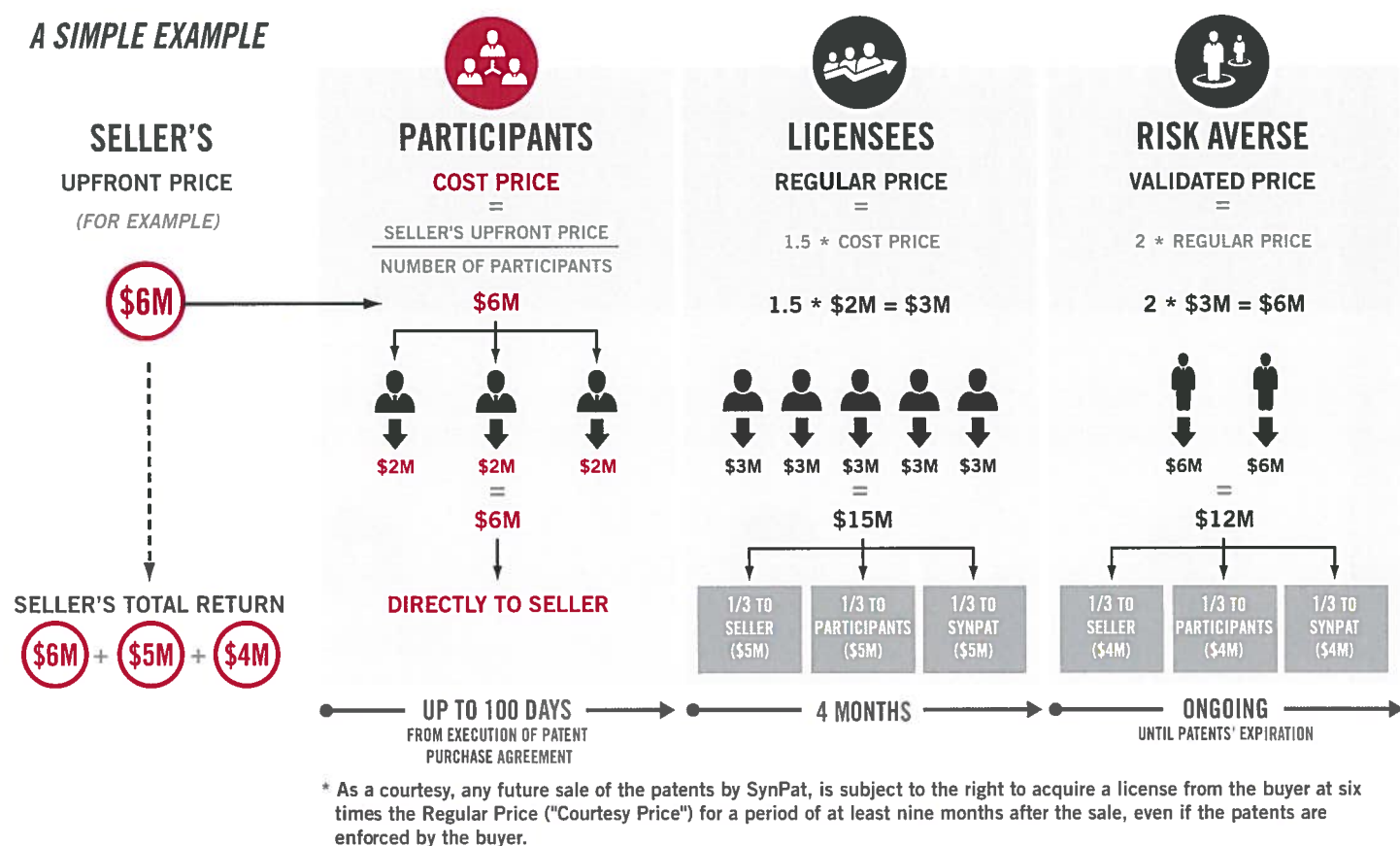
Now, technology companies can effectively monetize their patents, and safely acquire licenses at reasonable prices.

The Open Licensing Program enables patent owners to utilize the full earning potential of their patents, safely and quickly, and allows operating companies to obtain licenses to high-impact patents on fair and reasonable terms.



SynPat acquires high-impact patents and invites all relevant operating companies to equally share the seller's asking price, in return for a license. After the acquisition, SynPat equally shares its revenues from downstream licenses with the seller and the funding companies. With no markup or commission, Synpat's Open Licensing Program offers the best deal for both the seller and the licensees.

A SIMPLE EXAMPLE



PROGRAM OVERVIEW

- **Acquisitions:** SynPat acquires portfolios of high-quality, high-impact patents, preferably from operating companies, at prices set by the sellers.
- **Funding:** To fund each acquisition, SynPat organizes an ad-hoc syndicate and invites all relevant operating companies to join the syndicate and equally share the seller's upfront asking price, in return for a license under the acquired patents, at a cost rate, i.e. without any mark-up, commission or transaction fees.
- **Post-Syndication Licensing:** After SynPat acquires the patents, it offers licenses to companies that did not join the syndicate at two rates:
 - **Regular Price** – during a four-month period following SynPat's acquisition of the patents, the regular rate is 50% higher than the cost rate paid by syndicate participants.
 - **Validated Price** – Risk averse companies that prefer to wait and see whether the patent portfolio is acknowledged and validated by other licensees, will be able to acquire a license after the four-month regular licensing period at twice the Regular Price, as long as the patents are held by SynPat.
- **Seller's Return:** In addition to receiving their upfront asking price, sellers are entitled to a one-third (1/3) share of SynPat's revenues from licensing or sale of the acquired patents.
- **Participants' Return:** Participants in the acquisition syndicate, in addition to receiving a license under high-impact patents at a minimum price, also collectively share a one-third (1/3) share of SynPat's revenues from licensing or sale of the acquired patents.

TERM SHEET

Non-Binding - subject to NDA

SynPat Open Licensing Program

Acquisition of _____ Patents; _____, 2014

The purpose of this non-binding Term Sheet is to facilitate discussions between Syndicated Patent Acquisitions Corp. (“**SynPat**”) and _____ (“**Assignor**”) concerning the possible acquisition of certain of Assignor’s patents by SynPat. A binding purchase commitment can only result from the execution of a mutually satisfactory Patent Purchase Agreement (“**PPA**”) between SynPat and Assignor that incorporates the terms of this Term Sheet, except as such terms may be modified by mutual agreement.

Acquisition: SynPat will acquire from Assignor the patents and patent applications listed in Appendix A together with their foreign counterparts (“**Patents**”) at any time during a period of one hundred (100) days from signing the PPA (“**Diligence Period**”).

Consideration: In consideration for the rights and benefits Assignor grants to SynPat, Assignor will receive:

1. The Purchase Price, as set forth in Appendix B, payable on or before the end of the Diligence Period; and
2. The Royalty Payments, equal to one-third (1/3) of any amount actually received by SynPat from the licensing and sale of the Patents (“**SynPat’s Revenues**”).

Good Faith Negotiation: The parties will diligently proceed with their analysis and negotiations to execute a PPA consistent with the terms and conditions herein, during which time, Assignor will refrain from further sale or licensing activities regarding the Patents.

Funding: During the Diligence Period SynPat will organize and form, according to its policies (as set forth in the SynPat Program, Process and Policies (PPP) document), an ad-hoc syndicate of operating companies, interested in acquiring a non-exclusive license under the Patents (“**Participants**”). In exchange for the license, each Participant will pay an amount equal to the Purchase Price divided by the number of Participants (“**License Cost Price**”).

Closing: Full payment of the Purchase Price to Assignor within the Diligence Period will constitute the closing of the transaction. At a successful

closing, Assignor will be paid the Purchase Price, SynPat will obtain ownership of the Patents, and Participants will be granted non-exclusive licenses under the Patents. (for the avoidance of doubt, all Participants' payments shall be made directly to Assignor, and no markup or commission will be added to the Purchase Price).

**Post Acquisition
Activities:**

Regular Licensing Stage:

During the four (4) month period following Closing, SynPat will offer licenses under the Patents to any operating company at a price equal to 1.5 x License Cost Price ("License Regular Price").

Risk Averse Licensing Stage:

During any time after the Regular Licensing Stage, SynPat will offer licenses under the Patents to any operating company at a price equal to 2 x License Regular Price ("License Validated Price").

Sale:

At any time during the Risk Averse Licensing Stage, SynPat may decide to sell (or abandon) the Patents, at its sole discretion.

SynPat Revenue Treatment:

From all revenues generated by SynPat from licensing and sale of the Patents, SynPat will pay:
one-third ($\frac{1}{3}$) to Assignor, and
one-third ($\frac{1}{3}$) to the Participants.

Confidentiality:

The terms included herein are deemed confidential and subject to the Non-Disclosure Agreement in existence between SynPat and Assignor.

EXHIBIT A

U.S. Patents & Applications:

U.S. Patent No.	U.S. Appl. No.	Filing Date	Issue Date	Title

EXHIBIT B

Purchase Price: _____