



**EDGAR PDF PROOF - COVER PAGE**

**Registrant:** Immediatek, Inc.  
**Form Type:** 10-Q/A [Amendment No. 1]  
**Proof Date:** August 15, 2013  
**File Name:** m81513010qa1      **Revision:** 5

**PRIVILEGE AND CONFIDENTIALITY NOTICE**

This document is intended solely for use of the duly authorized individual or entity to which it has been made available and contains information that is privileged and confidential. If you are not the intended recipient of this document or authorized to receive it for the intended recipient, you have received this document in error. You are hereby notified that any review, use, dissemination, distribution or copying of this document is strictly prohibited. If you have received this document in error, please immediately notify us by return email message and delete and/or destroy any electronic or hard copies thereof.

**AUTHORIZATION TO EDGAR FILE FINAL PROOF**

Securix Filings LLC requires your written authorization for each EDGARized document we file with the SEC on your behalf. Please review the contents of the attached EDGAR proof and indicate any special instruction or conditions related to the release of the document for LIVE filing with the SEC EDGAR system.

**Please fax a signed and dated copy of this page to (877) 732-4774 or (303) 552-5155**

If your filing is time sensitive and/or you do not receive an email confirming the receipt of this Authorization, you will need to confirm receipt with Securix to ensure your filing is submitted on schedule.

I have reviewed the above referenced submission and find all content and formatting to be correct. I authorize Securix Filings LLC to transmit this EDGAR filing to the SEC.

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Transmit this filing (Live File) immediately upon receipt of this authorization

**OR**

\_\_\_\_\_

\_\_\_\_\_

This EDGAR PDF proof may differ from the paper proof as it has been reformatted for 8.5 x 11 to facilitate printing and reviewing.

---

## EDGAR Submission Header Summary

---

Submission Type	10-Q/A
Live File	on
Return Copy	on
Submission Contact	Filing Department
Submission Contact Phone Number	518-907-0015
Exchange	NONE
Confirming Copy	off
Filer CIK	0001084182
Filer CCC	XXXXXXXX
Period of Report	06/30/13
Smaller Reporting Company	on
Notify via Filing website Only	off

---

### Documents

10-Q/A	m81513010qs1.htm For the quarterly period ended June 30, 2013
EX-10.1	ex10_1.htm Exhibit 10.1
EX-31.1	ex31_1.htm Exhibit 31.1
EX-31.2	ex31_2.htm Exhibit 31.2
GRAPHIC	saimage.jpg
GRAPHIC	filesanywhere.jpg
GRAPHIC	c4.jpg
GRAPHIC	c5.jpg
GRAPHIC	c7.jpg
GRAPHIC	c8.jpg
GRAPHIC	c9.jpg
GRAPHIC	c10.jpg
GRAPHIC	c11.jpg
GRAPHIC	c12.jpg
GRAPHIC	c13.jpg

---

GRAPHIC	c14.jpg
---------	---------

GRAPHIC	c15.jpg
---------	---------

GRAPHIC	c16.jpg
---------	---------

GRAPHIC	c17.jpg
---------	---------

GRAPHIC	c18.jpg
---------	---------

GRAPHIC	c20.jpg
---------	---------

GRAPHIC	d4.jpg
---------	--------

GRAPHIC	d5.jpg
---------	--------

GRAPHIC	d6.jpg
---------	--------

GRAPHIC	w9.jpg
---------	--------

---

## Module and Segment References

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q/A  
(Amendment No. 1)

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the quarterly period ended June 30, 2013

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE EXCHANGE ACT  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 000-26073

**IMMEDIATEK, INC.**

(Exact name of registrant as specified in its charter)

Nevada

86-0881193

(State or other jurisdiction of incorporation or organization)

(IRS Employer Identification No.)

3301 Airport Freeway, Suite 200  
Bedford, Texas

76021

(Address of principal executive offices)

(Zip code)

(888) 661-6565

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes  No

As of August 14, 2013, the issuer had 15,865,641 shares of common stock outstanding.

## EXPLANATORY NOTE

This Amendment No. 1 on Form 10-Q/A (this "Amendment") amends the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2013 of Immediate, Inc. (the "Company") originally filed on August 14, 2013 (the "Original Filing"). The Company is filing this Amendment solely for the purpose of filing Exhibit 10.1, which was included in Item 6 of Part II and the Index to Exhibits but inadvertently omitted from the Original Filing. Accordingly, the Company hereby includes Exhibit 10.1, along with the complete text of Item 6 of Part II and the Index to Exhibits of the Original Filing as amended. In addition to filing Exhibit 10.1, updated certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 have been included as Exhibits 31.1 and 31.2. Because the Company's financial statements are not being amended and are not contained within this Amendment, the Company is not including updated certifications pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

This Amendment is limited in scope to the portions of the Original Filing set forth above and does not amend, update or change any other items or disclosures contained in the Original Filing. This Amendment continues to speak as of the date of the filing of the Original Filing, and the Company has not updated the disclosures contained therein to reflect any events that occurred at any subsequent date.

## PART II — OTHER INFORMATION

### Item 6. Exhibits.

The following exhibits are filed in accordance with the provisions of Item 601 of Regulation S-K.

Exhibit Number	Description of Exhibit
3.1	Amended and Restated Articles of Incorporation of the Registrant, dated as of June 2, 2006 and filed with the Secretary of State of the State of Nevada on June 5, 2006 (filed as Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-QSB for quarter ended March 31, 2006 (filed on June 26, 2006) and incorporated herein by reference).
3.2	Bylaws of the Registrant (filed as Exhibit 3.2 to the Registrant's Annual Report on Form 10-KSB for year ended December 31, 2005 (filed on May 11, 2006) and incorporated herein by reference).
4.1	Form of common stock certificate of the Registrant (filed as Exhibit 4.1 to the Registrant's Annual Report on Form 10-KSB for year ended December 31, 2005 (filed on May 11, 2006) and incorporated herein by reference).
4.2	Amended and Restated Certificate of Designation, Rights and Preferences of Series A Convertible Preferred Stock of the Registrant, dated as of October 13, 2009 and filed with the Secretary of State of the State of Nevada on October 15, 2009 (filed as Exhibit 4.1 to the Registrant's Form 8-K (filed on October 19, 2009) and incorporated herein by reference).
4.3	Form of stock certificate for Series A Convertible Preferred Stock (filed as Exhibit 4.8 to the Registrant's Quarterly Report on Form 10-QSB for quarter ended March 31, 2006 (filed on June 26, 2006) and incorporated herein by reference).
4.4	Amended and Restated Certificate of Designation, Rights and Preferences of Series B Convertible Preferred Stock of the Registrant, dated as of October 13, 2009 and filed with the Secretary of State of the State of Nevada on October 15, 2009 (filed as Exhibit 4.2 to the Registrant's Form 8-K (filed on October 19, 2009) and incorporated herein by reference).
4.5	Form of stock certificate for Series B Convertible Preferred Stock (filed as Exhibit 4.5 to the Registrant's Annual Report on Form 10-K for year ended December 31, 2008 (filed on March 31, 2009) and incorporated herein by reference).
10.1**	Settlement and Assignment Agreement, dated as of April 22, 2013, by and between Dropbox, Inc. and Officeware Corporation d/b/a Filesanywhere.com.

31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act.
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act.
32.1	Certification Required by 18 U.S.C. Section 1350 (as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002) (filed as Exhibit 32.1 to the Registrant's Form 10-Q (filed on August 14, 2013) and incorporated herein by reference).
32.2	Certification Required by 18 U.S.C. Section 1350 (as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002) (filed as Exhibit 32.2 to the Registrant's Form 10-Q (filed on August 14, 2013) and incorporated herein by reference).
101	XBRL data files of Financial Statements and Notes contained in this Quarterly Report on Form 10-Q (filed as Exhibit 101 to the Registrant's Form 10-Q (filed on August 14, 2013) and incorporated herein by reference).

- 
- \* Indicates document filed herewith.
  - + Indicates confidential information has been omitted from this document and has been filed separately with the SEC pursuant to a confidential treatment request under Rule 24b-2.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: August 16, 2013

**IMMEDIATEK, INC.**  
a Nevada corporation

By: /s/ Timothy M. Rice  
Name: Timothy M. Rice  
Title: Chief Executive Officer  
(On behalf of the Registrant and as Principal Executive Officer)

Date: August 16, 2013

By: /s/ Timothy McCrory  
Name: Timothy McCrory  
Title: Chief Financial Officer  
(On behalf of the Registrant and as Principal Financial Officer)

## INDEX TO EXHIBITS

Exhibit Number	Description of Exhibit
3.1	Amended and Restated Articles of Incorporation of the Registrant, dated as of June 2, 2006 and filed with the Secretary of State of the State of Nevada on June 5, 2006 (filed as Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-QSB for quarter ended March 31, 2006 (filed on June 26, 2006) and incorporated herein by reference).
3.2	Bylaws of the Registrant (filed as Exhibit 3.2 to the Registrant's Annual Report on Form 10-KSB for year ended December 31, 2005 (filed on May 11, 2006) and incorporated herein by reference).
4.1	Form of common stock certificate of the Registrant (filed as Exhibit 4.1 to the Registrant's Annual Report on Form 10-KSB for year ended December 31, 2005 (filed on May 11, 2006) and incorporated herein by reference).
4.2	Amended and Restated Certificate of Designation, Rights and Preferences of Series A Convertible Preferred Stock of the Registrant, dated as of October 13, 2009 and filed with the Secretary of State of the State of Nevada on October 15, 2009 (filed as Exhibit 4.1 to the Registrant's Form 8-K (filed on October 19, 2009) and incorporated herein by reference).
4.3	Form of stock certificate for Series A Convertible Preferred Stock (filed as Exhibit 4.8 to the Registrant's Quarterly Report on Form 10-QSB for quarter ended March 31, 2006 (filed on June 26, 2006) and incorporated herein by reference).
4.4	Amended and Restated Certificate of Designation, Rights and Preferences of Series B Convertible Preferred Stock of the Registrant, dated as of October 13, 2009 and filed with the Secretary of State of the State of Nevada on October 15, 2009 (filed as Exhibit 4.2 to the Registrant's Form 8-K (filed on October 19, 2009) and incorporated herein by reference).
4.5	Form of stock certificate for Series B Convertible Preferred Stock (filed as Exhibit 4.5 to the Registrant's Annual Report on Form 10-K for year ended December 31, 2008 (filed on March 31, 2009) and incorporated herein by reference).
10.1*+	Settlement and Assignment Agreement, dated as of April 22, 2013, by and between Dropbox, Inc. and Officeware Corporation d/b/a Filesanywhere.com.
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act.
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act.
32.1	Certification Required by 18 U.S.C. Section 1350 (as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002) (filed as Exhibit 32.1 to the Registrant's Form 10-Q (filed on August 14, 2013) and incorporated herein by reference).
32.2	Certification Required by 18 U.S.C. Section 1350 (as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002) (filed as Exhibit 32.2 to the Registrant's Form 10-Q (filed on August 14, 2013) and incorporated herein by reference).
101	XBRL data files of Financial Statements and Notes contained in this Quarterly Report on Form 10-Q (filed as Exhibit 101 to the Registrant's Form 10-Q (filed on August 14, 2013) and incorporated herein by reference).

\* Indicates document filed herewith.

+ Indicates confidential information has been omitted from this document and has been filed separately with the SEC pursuant to a confidential treatment request under Rule 24b-2.



## SETTLEMENT AND ASSIGNMENT AGREEMENT

The SETTLEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made by and between Dropbox, Inc., a Delaware corporation with an address of 185 Berry Street, 4<sup>th</sup> Floor, San Francisco, California 94107 ("Dropbox"), and Officeware Corporation d/b/a Filesanywhere.com, a Texas corporation with an address of 3301 Airport Freeway, Suite 200, Bedford, Texas 76021 ("Officeware") (individually referred to as a "Party," and collectively the "Parties") and is effective as of this 22<sup>nd</sup> day of April, 2013 (the "Effective Date").

WHEREAS, on September 1, 2009, Dropbox filed U.S. Trademark Application Serial No. 77/817,716 (the "Dropbox Application") with the United States Patent and Trademark Office (the "USPTO") for the mark "DROPBOX" (the "DROPBOX Mark");

WHEREAS, on April 12, 2010, Officeware filed U.S. Trademark Application Serial No. 85/012,206 (the "Officeware Application") with the USPTO for the DROPBOX Mark;

WHEREAS, on June 29, 2011, Officeware initiated Opposition Proceeding No. 91-200,444 before the Trademark Trial and Appeal Board of the USPTO (the "TTAB") opposing registration of the Dropbox Application (the "Opposition");

WHEREAS, on June 30, 2011, Officeware filed Lawsuit No. 3:11-cv-01448-L against Dropbox in the United States District Court for the Northern District of Texas (the "Lawsuit") alleging, among other things, that Dropbox's use of an open-box logo (the "Dropbox Design") infringes Officeware's rights in an open box design element (the design element shown in Schedule A (not including the FILESANYWHERE word mark), which may be referred to as the "Officeware Design"), and that Dropbox's use of the DROPBOX Mark infringes Officeware's rights in the DROPBOX Mark;

WHEREAS, third parties, including Thru, LLC/Thru, Inc., YouSendIt, Inc., Box, Inc., Radnotex LLC, and John C. Horton (collectively "Third Party Claimants") have each claimed superior rights to the DROPBOX Mark in relation to Dropbox, and Dropbox has not settled, in any manner, with any of the Third Party Claimants;

WHEREAS, Officeware represents and warrants, to its knowledge and based on the facts set forth in an accompanying declaration attached hereto as Schedule D, that it is the senior-most user of the DROPBOX Mark and the Officeware Design in the United States and that its trademark rights in the DROPBOX Mark and the Officeware Design are superior to those asserted by any of the Third Party Claimants and any other person or entity;

WHEREAS, as part of the resolution of this matter, Dropbox is desirous of acquiring all right, title, and interest in and to the DROPBOX Mark, Officeware Application, and Officeware Design, and of recording Dropbox's status as owner of the entire right, title, and interest in and to the DROPBOX Mark, Officeware Application, and Officeware Design, and Officeware is desirous of assigning all right, title, and interest in and to the DROPBOX Mark, Officeware Application, and Officeware Design as set forth below and in accordance with in the Trademark Assignment Agreement (the "Assignment") at Schedule B; and

WHEREAS, the Parties desire to resolve their differences and settle the Lawsuit, the Opposition, and all other disputes and potential claims which may arise out of the facts alleged in the pleadings in the Lawsuit or in the Opposition, or which relate to the Parties' rights in the DROPBOX Mark, the Dropbox Application, the Officeware Application, the Dropbox Design, and the Officeware Design, without any admission of liability or culpability on the part of either Party.

The appearance of [\*\*\*] denotes confidential information that has been omitted from this Exhibit 10.1 and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

[\*\*\*]

3. No Admission of Liability. Nothing in this Agreement or otherwise shall be construed as an admission of any fact, wrongdoing, or liability of any kind by any of the Parties or by any other person. This Agreement shall not be construed as a waiver of any defense or an admission by either Party of the correctness of any legal position or argument taken or espoused by the other.

4. Dismissal of the Lawsuit and Withdrawal of the Opposition. On or before the fifth calendar day after the Effective Date (counting from the first day after the Effective Date), and on the same day in which Dropbox makes the entire payment in accordance with Paragraph 11 below, and in any event no later than the Court's deadline, which the parties acknowledge may have to be extended, Officeware shall file a dismissal that terminates the Lawsuit with prejudice and Officeware shall within 48 hours thereafter file all papers with the TTAB to withdraw the Opposition with prejudice.

5. Substantiation of Officeware's Rights. Officeware represents and warrants that:

a. Officeware, to its knowledge is the earliest and continuous owner of the trademark rights in the DROPBOX Mark and the Officeware Design for the services described in the Officeware Application and the Lawsuit.

b. Officeware, to its knowledge (i) is the senior-most user of the DROPBOX Mark and the Officeware Design in the United States for the services described in the Officeware Application and the Lawsuit, and (ii) owns trademark rights in the DROPBOX Mark and the Officeware Design that are superior to those asserted by any of the Third Party Claimants and any other person or entity.

c. Officeware provides example website screenshots and other available documentation for each year that Officeware has used the DROPBOX Mark, as shown in Schedule C. These documents, which are representative chronologically and by category of Officeware's use of the DROPBOX Mark, demonstrate Officeware's continuous use of the DROPBOX Mark beginning at a time at least as early as January 11, 2004 and continuing to the Effective Date.

d. Officeware provides the sworn declaration from its Founder and CEO, Mr. Timothy M. Rice, as shown in Schedule D, which reasonably substantiates continuous use of the DROPBOX Mark beginning at a time at least as early as January 11, 2004 and continuing to the Effective Date and authenticates the documents shown in Schedule C.

6. Assignment and Transfer of Officeware's Rights. Officeware hereby assigns to Dropbox all right, title, and interest in and to, including without limitation, any common-law rights, copyright, and trademark rights that Officeware holds in the DROPBOX Mark, the Dropbox Design, and the Officeware Design, together with the goodwill symbolized by and associated therewith, in accordance with the Assignment. The Parties agree that the assignment in this Paragraph 6 shall be effective only upon Dropbox making the entire payment in accordance with Paragraph 11 below and upon Officeware executing and delivering the Assignment, as shown in Schedule B, no later than the fifth calendar day after the Effective Date (counting from the first day after the Effective Date).

7. Ownership of Marks. Officeware acknowledges that, pursuant to Paragraph 6 and the Assignment, Dropbox shall acquire all of Officeware's rights in the DROPBOX Mark, the Dropbox Design, the Officeware Design, and the Officeware Application. Officeware shall not contest or deny Dropbox's or any assignee's title to, ownership of, or the validity of the DROPBOX Mark, Dropbox Design, Officeware Design, and Officeware Application. Neither Officeware nor any of its respective officers, directors, employees, investors, shareholders, administrators, attorneys, divisions, parents, affiliates, subsidiaries, predecessor and successor corporations shall challenge, or otherwise dispute or assist third parties in any way in challenging Dropbox's rights to the DROPBOX Mark, the Dropbox Design, the Officeware Design, and the Officeware Application, including, but not limited to, in any judicial, administrative, governmental or arbitral proceeding anywhere in the world.

8. **Officeware's Representations and Warranties.** Officeware represents and warrants that it has not previously assigned any rights in the DROPBOX Mark, the Dropbox Design, the Officeware Design or the Officeware Application to any person or entity, and that it is not aware of any challenge, or communication suggesting a challenge, to its use or ownership of the DROPBOX Mark, the Dropbox Design, the Officeware Design, or the Officeware Application, other than the challenge made by Dropbox and the rights asserted by the Third Party Claimants. Officeware further represents and warrants that there is no claim of ownership of the DROPBOX Mark, the Dropbox Design, the Officeware Design, or the Officeware Application by any shareholder, officer, director, related company of Officeware, any other company with a shareholder, officer, or director in common with Officeware, or any other person or entity. Officeware represents and warrants that it has not filed any trademark application in any jurisdiction anywhere in the world for the DROPBOX Mark, or any confusingly similar mark thereof, other than the Officeware Application, and that it does not own any domain names containing the letter-string "dropbox", or any confusingly similar mark. Officeware further represents and warrants that it has not filed any trademark applications in any jurisdiction anywhere in the world for the Officeware Design, or any confusingly similar mark thereof.

9. **Officeware's Phase-Out.** Officeware and each of its officers, directors, employees, investors, shareholders, administrators, attorneys, divisions, parents, affiliates, subsidiaries, predecessor and successor corporations, and assigns hereby agree that they shall not make any new uses of the DROPBOX Mark, the Officeware Design, the Dropbox Design, or any confusingly similar marks thereto beyond those Officeware was making as of the Effective Date, and that they shall immediately and permanently stop all keyword advertising incorporating the DROPBOX Mark or any confusingly similar marks thereto, including without limitation in Google AdWords and similar programs. Officeware and each of its officers, directors, employees, investors, shareholders, administrators, attorneys, divisions, parents, affiliates, subsidiaries, predecessor and successor corporations, and assigns, hereby further agree to permanently stop using the DROPBOX Mark, the Officeware Design, the Dropbox Design, and any confusingly similar marks thereto, in any manner whatsoever in any jurisdiction anywhere in the world, including, but not limited to, on Officeware's website at <www.filesasywhere.com> and in any other marketing materials, advertising, stationery, business cards, telephone listings, Internet listings, domain names, website meta-tags, email addresses, social media, products, service, or any other goods, services, or commercial activities within twelve (12) months of the Effective Date.

[\*\*\*]

13. Warranty of Authority. Each Party represents and warrants that the undersigned has the authority to act on its behalf and to bind it and all who may claim through it to the terms and conditions of this Agreement. Each of the Parties represents and warrants to the other that it has not heretofore assigned or transferred or purported to assign or transfer any of its claims or obligations herein, or any part or portion thereof, and agrees to indemnify and hold harmless the other from and against any claim, demand, damage, debt, liability, account, recosting, obligation, cost, expense, lien, action, and cause of action (including the payment of attorney fees and costs actually incurred, whether or not litigation is commenced) based on, in connection with, or arising out of any such assignment or transfer or purported or claimed assignment or transfer.

14. Notice. Any notice provided for in this Agreement shall be in writing and shall be delivered personally, by overnight mail, or by email and certified U.S. mail, with postage prepaid, to the following addresses:

To Dropbox:

General Counsel  
Dropbox, Inc.  
185 Berry Street, 4th Floor  
San Francisco, California 94107

With a copy to:

David H. Kramer  
Wilson Sonstini Goodrich & Rosati  
650 Page Mill Rd.,  
Palo Alto, CA 94304  
650-493-9300  
dkramer@wsg.com

To Officeware:

Tim Rice  
CEO  
Officeware Corporation  
3301 Airport Freeway, Suite 200  
Bedford, Texas 76021  
972-893-3310  
time@filesanywhere.com

With a copy to:

Robert J. Ward  
Gardere Wynne Sewell  
1601 Elm St., Suite 3000  
Dallas, TX 75201  
214-999-4266  
rward@gardere.com

[\*\*\*]

21. Successors and Assigns. This Agreement is binding on each of the successors and assigns of the Parties. Each of the Parties warrants that the person executing this Agreement on its behalf is duly authorized to do so.

[\*\*\*]

DROPBOX, INC.

OFFICEWARE CORPORATION D/B/A  
FILESANYWHERE.COM

By: /s/ Ramsey Hornsary

By: /s/ Timothy M. Rice

Name: Ramsey Hornsary

Name: Timothy M. Rice

Title: General Counsel

Title: CEO/President

Date: 4/22/2013

Date: 4/18/2013

**SCHEDULE A**



**Schedule B**

**TRADEMARK ASSIGNMENT**

WHEREAS, Officeware Corporation d/b/a Filesanywhere.com, a corporation of the State of Texas, located and doing business at 3301 Airport Freeway, Suite 200, Bedford, Texas 76021 ("Assignor"), has adopted, is using, or intends to use the trademark DROPBOX, and is the owner of the following United States trademark application for registration in the U.S. Patent and Trademark office:

Trademark  
DROPBOX

Application Serial No.  
85/012206

WHEREAS, Dropbox, Inc., a corporation of the State of Delaware, located and doing business at 185 Berry St. 4<sup>th</sup> Fl., San Francisco, California 94107 ("Assignee"), desires to acquire any and all common law rights in the DROPBOX trademark and associated good will that Assignor may have owned, as well as the trademark application referenced above (collectively, the "Trademark Rights");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, hereby assigns to Assignee all of the Trademark Rights, including all right, title and interest that Assignor may have owned in the DROPBOX trademark and application, together with the goodwill of the business symbolized by the DROPBOX trademark and application

Executed on this 18<sup>th</sup> day of April, 2013

Officeware Corporation d/b/a/ Filesanywhere.com

As/ Timothy M. Rice

By: Timothy M. Rice

Title: CEO/President

---



**SCHEDULE C**



# SCHEDULE C

Schedule C-1

---

# January 2004 Usage Screens

Schedule C-2

---

# FilesAnywhere.

Thank you for using the Flower Mound Drop Box

**Send More Files**

Send more files to the Flower Mound Drop Box.

Schedule C-3

**Sign up for a free FilesAnywhere trial account.**

You may activate a trial FilesAnywhere account instantly, free for 30 days.

Some features are limited during the free trial.\*

You may upgrade to a full-featured account at anytime during the trial. Start experiencing the full power of FilesAnywhere. \* Downloads are restricted to 2MB per day.

**Sign Up**

Sign up for FilesAnywhere Now

**More Information**

More information about FilesAnywhere.

A sales consultant is available to answer any questions you may have about using FilesAnywhere. Please email your question to us at [support@filesanywhere.com](mailto:support@filesanywhere.com) for more information. You may also call toll-free 888-805-1997 on weekdays, 9a-5p CST.

Note: For best viewing, use 1024x768 display resolution with more than 256 colors.



# FilesAnywhere

You've always got it.

Username

Password

Use SSL Login

LOGIN

FREE TRIAL

JOIN NOW

Remember Me

Recover Password

WebAppWindow

## Guest by Dropbox

- ✓ Allow Guests to Upload Files to Your Folders
- ✓ Receive Files of Any Size from Anyone You Choose
- ✓ No Signup is Required for Guests
- ✓ Receive an Alert when New Files are Dropped

See create the Dropbox Link...



Guests click your email link, select local files, then Upload...



Receive Guest Uploads using Dropbox Links. Have you ever needed to receive a large file from somebody, but it was too large for email? With a Dropbox, you can accept files of any size, from anyone, securely. Just click "Create Dropbox" and enter an email address. An email is sent with a simple web link, guiding guests through the Upload.

Guest File Dropbox

Mobile, Easy Access Interface  
<http://www.mobile-files.anywhere.com>

- Automated Backup, Folder Synchronization
- Simple, Reliable Uploads using Drag-and-Drop
- WebFolders, Drive Mapping, Direct Edit/Save
- Share Files, Folders, Media using Web Links
- Receive Files using Dropbox Links for Guests
- Add SubAccounts to Create a Workflow
- Use Version Control for Checking/Checkout
- View Documents Online, with No Download
- Photo Albums, Video and Audio Streaming
- Search File Text, Histories and Comments
- SSL Encryption, Secure FTP, Secure WebDAV
- Private Site Branding for Corporate Clients
- More Features and Advanced Capabilities

features



price



links

FAQ  
About Us  
Contact Us  
Partners



Schedule C-5

Schedule C-5

# Chronological Usage Screenshots

Schedule C-6

---

**Droptex Expiration and Daily Upload Limit**  
 The Droptex link will expire according to the expiration option chosen when creating the share. Links can be configured for a maximum of 30 days. The default is 30 days. Files uploaded by your contacts via the Droptex link are linked with tags, based on the size of your plan. For example, a 1GB plan supports 200 file uploads per day. Note, the Droptex feature is not available during the free trial.

**Security**  
 All files uploaded to your Droptex folder are transmitted using an SSL, 128-bit encrypted connection. This encryption ensures that the files others are sending you cannot be intercepted and used as they are.

**How Your Contacts Use the Droptex**

**Email**  
 Your contacts will receive an email with a link to the Droptex. This email will be about to be from your email address, and appear as follows:

A new File Droptex at FilesAnywhere.com was created for you by [you@me.com](mailto:you@me.com). Please use the following link to send files to the person:

[Click here to access the File Droptex](#)

**Droptex Details**  
 Droptex Owner: [you@me.com](mailto:you@me.com)  
 Droptex Expires: 8/28/2007 12:30:12 PM

**Message from YOU@ME.COM**  
 Please send me the 4th quarter report as soon as possible.  
 Thanks...  
 - Thomas

**File Droptex Page**  
 When recipients click the link in the email, the File Droptex page opens. From this page, they can upload files to the folder you designated for the Droptex.

If you required a password, the user will first see this page first:

The owner of this folder required a user password, which is required to access this. Please enter the password below:

User Password:

Note: If you do not have an account, please request the File Droptex page by contacting the person who is the Droptex administrator.  
 Droptex Owner: [you@me.com](mailto:you@me.com) Email Address: [you@me.com](mailto:you@me.com)

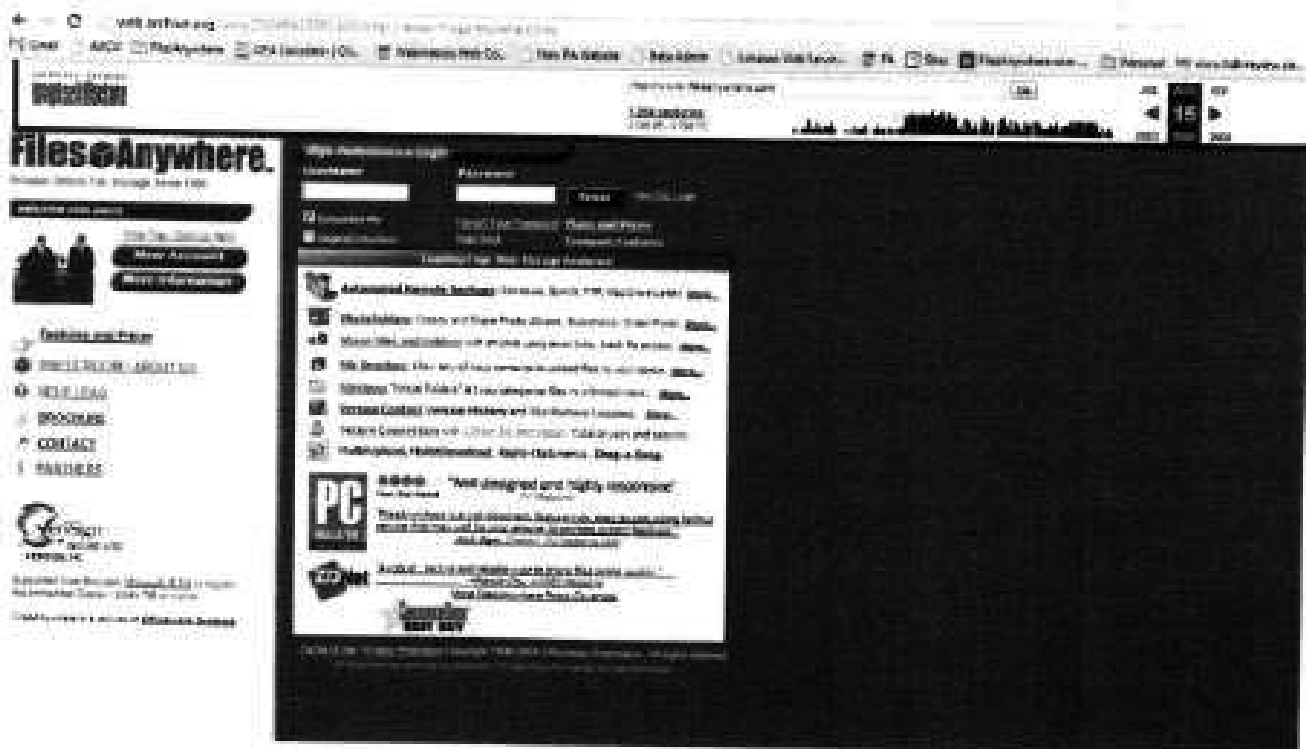
The Droptex page appears to your recipients as follows:

FilesAnywhere.com

File Droptex

Schedule C-7






Schedule C-8

Schedule C-8

---



www.FilesAnywhere.com
30

---

**FilesAnywhere.**  
Secure Files for Windows, Mac, Linux

**Features and more:**  
 - 100 GB free storage  
 - [View Account](#)  
 - [Get Your Storage](#)


**Get Started, it's easy:**  
 1. [Sign Up](#)  
 2. [Install App](#)  
 3. [Upload](#)  
 4. [Share](#)  
 5. [Download](#)

  
Free on the App Store | Download on the Google Play store

[Sign In](#) / [Forgot Password](#) / [Sign Up](#)

**Features:** [View All](#)

- Secure & Private:** 256-bit AES encryption, SSL, HTTPS, and more. [View All](#)
- Advanced Sharing:** Share files with anyone, anywhere. [View All](#)
- Multiplatform:** Sync and share files across Windows, Mac, Linux, and more. [View All](#)
- Free Storage:** 100 GB of free storage for personal use. [View All](#)
- Simple & Easy:** Upload, share, and download files in minutes. [View All](#)
- Secure & Private:** 256-bit AES encryption, SSL, HTTPS, and more. [View All](#)
- Advanced Sharing:** Share files with anyone, anywhere. [View All](#)
- Multiplatform:** Sync and share files across Windows, Mac, Linux, and more. [View All](#)


**PC World** "Best designed and highly responsive"
   
PC World

© 2014 FilesAnywhere, Inc. All rights reserved. | Privacy Policy | Terms of Service

Schedule C-9

Schedule C-9



[web.archive.org](#) (en) (2006-11-09 11:17) <http://www.filesanywhere.com/>  
[PG Search](#) [AACU](#) [FileAnywhere](#) [CPA Calculator | ES](#) [Mikrotik Web Co.](#) [New FA Website](#) [Data Admin](#) [Amazon Web Serv...](#) [FA](#)

[http://www.filesanywhere.com/](#) [Go](#) [15](#)

**FilesAnywhere.**  
 Flexible Online File Storage Since 1997

**Sign Up Now!**  
[Free Trial Sign Up Now](#)  
[New Accounts](#)  
[More Information](#)

[Home](#) [Features](#) [Pricing](#) [FAQ](#) [Contact Us](#)

[Free Technical Support, 24x7x365](#)  
[Toll-free: 1\(844\) 805-1191](#)

FilesAnywhere online web file storage, FTP and Internet backup services provided 24x7x365.


**High Performance Page**  
 Username:  Password:  [Login](#) [Forgot Your Password](#)  
 Remember Me  Don't Use Cookies  Show and Print  Change and Print  
 Change Profile  Change Log

**The Best Web File Storage Features!**

- Online Document Viewer** Open documents directly online, no need to download! View or share powerful PDF file formats instantly, using our web browser. [More...](#)
- Web-based Client with Automated PC Backup** Schedule backups, run as a service on your PC, sync files, backup and restore. Complete file sync. [More...](#)
- File Storage** Send files or folders to create an online file. [More...](#)
- File Developer** After we've been given access to your folders, [More...](#)
- Remote Control Center/Checkout** file uploading, instant HTTP. [More...](#)
- Virtual Hosts** Virtual Hosts allow you to view and share files in many ways. [More...](#)
- Right-click/Command** Search, Drag-n-Drop, Right-Click menu, Multi-Select Support. [More...](#)
- Media/Video** Image viewer, Photo Albums, sharing, stream video files. [More...](#)
- Secure Transfers** SFTP, SSL Encrypted Transfers, optional encryption. [More...](#)
- WebDeveloper** The Ultimate Online Data Transfer Tool with File Storage. [More...](#)

**PC Magazine** **★★★★** "Well designed and highly responsive!"  
 "FilesAnywhere is a well-designed, feature-rich, convenient online backup service that may well be your answer to desktop system backup."  
 -[Paul Stone, Director, PC Magazine.com](#)

© 2006 FilesAnywhere, Inc. All rights reserved.



100% Uptime
99.99% Reliability

**Guest**

- ✓ Allow Guests to Upload Files to Your Folders
- ✓ Receive Files of Any Size from Anyone You Choose
- ✓ No Signup is Required for Guests
- ✓ Receive an Alert when New Files are Dropped

**You create the Dropbox Link.**

1. [Dropbox](#)
2. [Share](#)
3. [Files@Dropbox.com](#)


**Receive Guest Uploads using Dropbox Links.**

1. [Dropbox](#)
2. [Share](#)
3. [Upload Files](#)


Receive Guest Uploads using Dropbox Links. You will not receive a file if you are not invited to receive a file from someone (but it will be large for email). With a System, you can accept files of any size. They are not, securely. Just use "Guests Dropbox" and enter an email address. It will be sent with a unique link, getting guests through the system.

**Guest File Dropbox**


- [Home, Easy-to-use Interface](#)
- [Automated Backup, Photo Synchronization](#)
- [Simple, Reliable Uploads using Drag and Drop](#)
- [No Passwords, Drive Mapping, Direct Downloads](#)
- [Share Files, Folders, Media using Web Links](#)
- [Receive Files using Dropbox Links for Guests](#)
- [Add Subaccounts to Create a Website](#)
- [Use Amazon Content for Dropbox/Cloud](#)
- [New Documents Online, with File Download](#)
- [Photo Albums, Video with auto streaming](#)
- [Search File Tools, Metadata and Comments](#)
- [24/7 Support, Secure FTP, Secure WebDAV](#)
- [Multiple Branding for Corporate Clients](#)
- [New Features and Software Downloads](#)




Desktop




Mobile




Help



App



PC Plus Verdict



[Sign Up](#)
[Log In](#)


## Guest

You're always got it.™


### Dropbox

- ✓ Allow Guests to Upload Files to Your Folders
- ✓ Receive Files of Any Size from Anyone You Choose
- ✓ No Signup or Password for Guests
- ✓ Receive an Alert when New Files are Dropped!

This is how the Dropbox Link works:




Guests don't even need your email or name. Just share a link!




Because guests are always using Dropbox links, do you need to worry about how your guests use the link? No. Because you control the link, you can even set how many times they can use it. Let's call it "Guests Only" and enter email address. An email address is required for all the guests you created link.

Great Link Details


What's New!
Market Link
PC/MAC Client Apps
API/Integrations
Mobile/Phone Login



Features




Pricing




Link


Secure Link  
Data Security  
Corporate Plans  
New! Web



Blog

About Us  
Contact Us  
Press Info





[Sign Up](#) | [Log In](#) | [Help](#) | [Feedback](#) | [Privacy Policy](#) | [Terms of Service](#)

### Guest

**Dropbox**

- Allow Guests to Upload Files to Your Folders
- Receive Files of Any Size from Anyone You Choose
- No Signup is Required for Guests
- Receive an Alert when New Files are Dropped

You need the Dropbox Link.

- 1.
- 2.
- 3.

Simply click your email link, select your files, then upload.

- 1.
- 2.
- 3.


Recover Deleted Files using Dropbox Links. On our new recovery page, see how quickly you files are brought back online with the File Dropbox, you can restore single files from previous uploads. Just click "Guest Dropbox" and enter email addresses. An email is sent with a unique link that, on which, recovers files.

Guest File Dropbox

**FA FileAnywhere** stream your music directly from your FileAnywhere account.

- Advanced Backup: Folder Synchronization
- Tools: Archive, Librarian, Drag-and-Drop
- Dropbox, Drive, Meego, OneDrive, etc.
- Share Folders, Folders, Media Using Web Links
- Receive Files using Dropbox Links for Guests
- Join Subdomains to Create a Lookgroup
- Use Version Control for Content Creation
- View Documents Online, Link to Download
- Photo Albums, Video and Audio Streaming
- Search the Files, Metadata and Comments
- SSL Encryption, Secure FTP, Secure WebDAV
- Private-Gate Banking for Corporate Clients
- More Features and Advanced Capabilities


[What's New!](#) | [Marketplace](#) | [PC/MAC Client Apps](#) | [API/Developers](#) | [Mobile/Phone Login](#)



**Features**

- Security**
- Backup**
- Sync**
- Help**
- FAQ**

**Editor's Top Rated Online Storage Site**



PC World  
Award in  
Content is  
Security

Schedule C-14





web.anywhere.com

Home Security What's New? Services 100 Contact Us 2011 Public Sign Up

## ACCESS AND SHARE YOUR files anywhere, anytime


- Secure Web Storage
- Collaborate Online
- Edit Files Directly
- Backup and Sync Folders

Sign up! More Info

Free! Fastest! Free Account! Business! Customers! PC/MAC

### The Leader in Cloud Storage Features

- Sync Folders: Schedule Office Backups
- Windows Drive Mapping: Drive File Editing
- Share Files using Dropbox Links
- View: Edit Documents and Pictures Online
- Photo Slideshow, Video and Audio Streaming
- Search Files by Content, Custom MetaData
- SSL Encryption, Secure ATM, WebOnly
- Add SubAccounts to Create a Workspace
- Version History with Chrono-CheckOut
- Private Site Planning for Businesses



Over 100,000,000 users

# SANYO

Millions of users

The checked out of a phone backup  
 Since Daily (when) or (when)  
 scheduled jobs... but you just have  
 mastered the art of (to) go!

Mia Young

Go Further

Info

- Company Info
- Careers
- Contact Us

Links

- Features
- Pricing
- Security
- Support

**Schedule C-18**


© 2011 Sanyo America, Inc. All Rights Reserved. Sanyo America, Inc. is a registered trademark of Sanyo America, Inc.

Home Security What's New? Storage FAQ Contact Us All Public Sign In

## ACCESS AND SHARE YOUR files anywhere, anytime

- Secure Web Storage
- Collaborate Online
- Edit Files Directly
- Backup and Sync Folders

Sign up! More info



Product Features File Account Settings Customers PDM&M

The Leader in Cloud Storage Features

- Sync Folders - Scheduled Office Backups
- Web-based Drive Mapping - Drag & Drop
- Share Files using Dropbox Links
- View & Edit Documents and Pictures Online
- From Smartphones - Video and Audio Streaming
- Search Files by Content - Custom MetaData
- SBL Encryption - Secure FTP - Veeva CRM
- Add SaaS Accounts to Clouds in a Workgroup
- Version History and Checkin/Checkout
- Private Site Branding for Businesses



1(855)SYNC-NOW

**SANYO**

Millions of users


The choice of a top phone maker. Setup easy. Backup automatic. Scheduled sync. For you, your files, wherever you go!

Miso Young



- Info**
- Download - 500+
  - Enterprise
  - Corporate Plans
  - News - 1000+

- Links**
- Home Page
  - About Us
  - Contact Us
  - Support
- Schedule C-17**



800-555-1234 | 100+ Countries | 100+ Countries

© 2011 Filesync.com. All Rights Reserved.



# March 8, 2013 Usage

Schedule C-19

---

**FileShare™ Links**  
 FileShare™ links allow you to share files and folders with others. You can share files and folders with other users on your network or with other users on the Internet.

**GroupShare™**  
 GroupShare™ is a web-based file sharing service that allows you to share files and folders with other users on your network or with other users on the Internet.

**Dropbox™ Links**  
 Dropbox™ links allow you to share files and folders with other users on your network or with other users on the Internet.

**Filemg**  
 Filemg is a web-based file sharing service that allows you to share files and folders with other users on your network or with other users on the Internet.

## Online File Management

Online file management services allow you to store, share, and manage files and folders from any device, anywhere, at any time. These services provide a secure and reliable way to store and share your files and folders.

**Access Control**  
 Access control allows you to restrict access to your files and folders. You can control who can view, edit, and delete your files and folders.

**Version Control**  
 Version control allows you to track changes to your files and folders. You can view the history of changes and revert to previous versions.

**Real-Time Notifications**  
 Real-time notifications allow you to receive alerts when your files and folders are accessed or modified. You can receive notifications via email or text message.

Schedule C-28

**SCHEDULE D**



# SCHEDULE D

---

**DECLARATION OF TIMOTHY M. RICE**

I, Timothy M. Rice hereby declare:

1. My name is Timothy M. Rice. I am over the age of eighteen (18) years, have never been convicted of a felony or crime involving moral turpitude, and am otherwise competent to make this declaration.
2. I am the President and Chief Executive Officer of Officeware Corporation d/b/a FilesAnywhere.com ("Officeware"). I founded the company back in 1995. I have personal knowledge of the facts stated herein and/or they are based on my review of Officeware's business records.
3. Officeware began using the DROPBOX word mark prior to January 11, 2004. An example of Officeware's use of the DROPBOX word mark is attached to my declaration as Exhibit A, which includes a 2003 copyright legend.
4. I investigated Officeware's use of the DROPBOX mark. I checked our business records including available computer files, email and phone records. I determined that the DROPBOX mark was used in late December 2003 in connection with our Flower Mound customer for the DROPBOX service. I identified a web page showing a copyright date of 2003, as mentioned above, as a result of this investigation. I concluded that Officeware provided the DROPBOX service at least as early as January 1, 2004. These dates were also confirmed from phone records and a call with our contact at Flower Mound in 2013.
5. After December 2003, the number of Officeware customers increased, and Officeware has never discontinued the use of the DROPBOX from this time to the present.
6. In August of 2004 Officeware's use of the DROPBOX mark continued to expand. This use can be, and was, confirmed by checking the records on archive.org. This date was used in Officeware's federal trademark application.
7. Exhibit B to my declaration provides an example of Officeware's use of the DROPBOX marks in connection with the provision of remote file storage services to the City of Flower Mound and its customers. Exhibits A and B are illustrative of Officeware's continuous use of the marks through at least January of 2005.
8. Additionally, beginning at least as early as August of 2004, Officeware used the DROPBOX marks in connection with its provision of remote file storage and file sharing services available to Officeware customers. Exhibit C is an illustration of Officeware's use of the marks from at least as early as August of 2004 through the present.



9. Exhibits A, B, and C are incorporated herein by reference.

I declare under penalty of perjury that the above is true and correct, that all statements above that are made of my own knowledge are true, and that all statements made on information and belief are believed to be true.

SIGNED this 28 day of March, 2013 at 11:36am

/s/ Timothy M. Rice

Timothy M. Rice

---

Schedule D-3

---

Printer Shared File Group Map

Upload Files

- Additional Features:**
- 1. One way sync or bidirectional sync
  - 2. One way sync for folders & files or subfolders
  - 3. Upload files with automatic quality reduction for all files
  - 4. Automatic conversion for Microsoft Office documents

Web

File Manager

Map location of this folder

Go Home

Free Trial

Get started for free

**Free Trial!**  
 The best file storage and sharing in the world.  
 Unlimited file storage and sharing in the web.  
 - 100% secure, private and secure file and folders.  
 - 100% secure, private and secure file and folders.  
 - 100% secure, private and secure file and folders.  
 - 100% secure, private and secure file and folders.

**Files@Anywhere.**

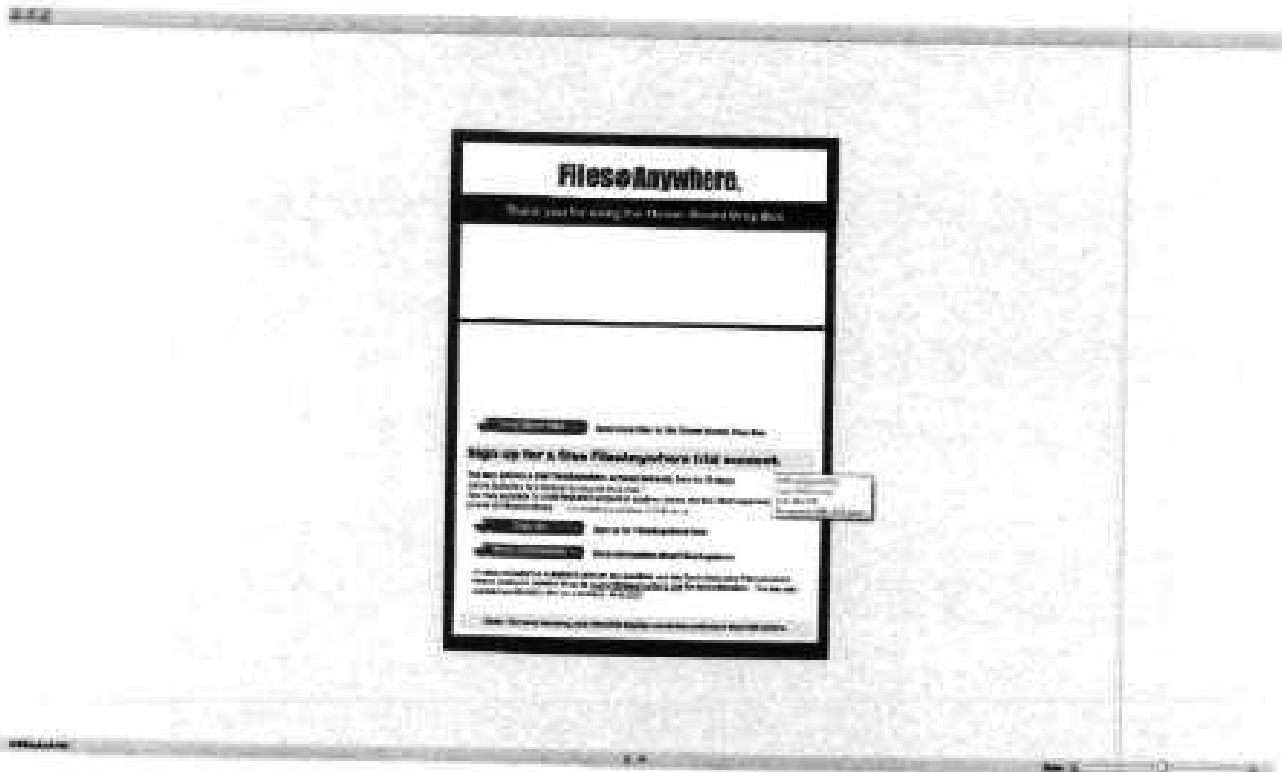
Need help? Contact our 24/7 Customer Support Service by phone 1-800-800-8000 or by email support@filesanywhere.com

Files@Anywhere is a registered trademark of Files@Anywhere, Inc. All other trademarks are the property of their respective owners. Files@Anywhere is not affiliated with any other company or organization. Files@Anywhere is not responsible for any damage or loss of data that may occur while using Files@Anywhere. Files@Anywhere is not responsible for any damage or loss of data that may occur while using Files@Anywhere.

Schedule D-4

**EXHIBIT "A"**

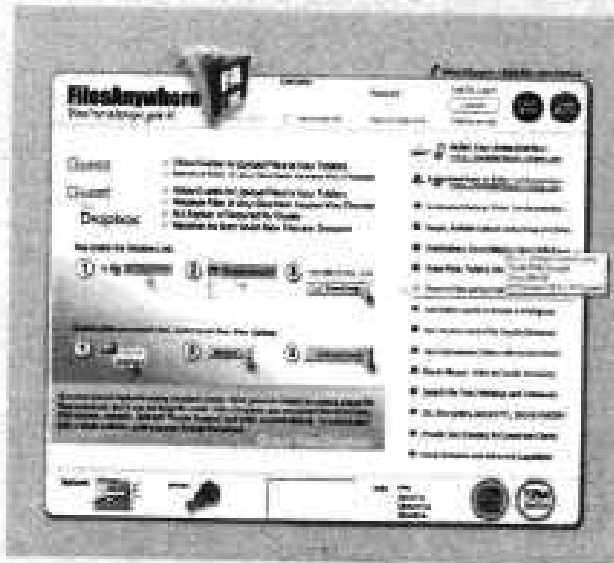
Schedule D-4



Schedule D-1

# EXHIBIT "B"

Schedule D-5



Schedule D-6

EXHIBIT "C"

Schedule D-6

**SCHEDULE E**



**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)  
**Offshore Corporation**

Business name/disregarded entity name, if different from above  
**FilesAnywhere.com**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \_\_\_\_\_  Exempt payee

Other (see instructions) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**3301 Airport Freeway, Suite 200**

City, state, and ZIP code  
**Bedford, TX 76021**

Regulator's name and address (optional)

List account number(s) (see optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					


Employer identification number									
7	5	-	2	6	5	1	1	9	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here      Signature of U.S. person       Date **9-19-12**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim an exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER**

I, Timothy M. Rice, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q/A of Immediatek, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Dated: August 16, 2013

/s/ Timothy M. Rice  
Timothy M. Rice  
Chief Executive Officer and President (Principal  
Executive Officer)

---

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER**

I, Timothy McCrory, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q/A of Immediatek, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Dated: August 16, 2013

*/s/ Timothy McCrory*  
\_\_\_\_\_  
Timothy McCrory  
Chief Financial Officer  
(Principal Financial Officer)

---