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EXHIBIT 10.1 PROFITS INTEREST AGREEMENT OF AIP OPERATION LLC This Profits Interest Agreement (This Agreement) is concluded in accordance with the limited liability agreement of AIP OPERATION LLC (Company) and between it (Member). The capitalized terms used in this Agreement, but not defined in this case, should have the same meanings as in the LLC Agreement (as outlined below). R E C I T A L S.A. Under Article 2.1 (c) of the LLC Agreement, the Manager is authorized to compel the Company to issue additional units that the units must have such designations, preferences and rights that can be established by the manager. The Company wishes to issue additional units in respect of the Company's Series I, designated as the Profit Interest Unit to the member in connection with the Member's performance of services in favor of or in the benefit of the Company. The parties intend that the interest units of profits issued under the Agreement represent the interests of profit, as described in section 4.01 Rev. Prok. 93-27, 1993-2 K.B. 343, as Reverend Prok specified. 2001-43, 2001-34 I.R.B. 191, issued by the Internal Revenue Service. The Company will re-evaluate its assets from the date of all at all in accordance with Section 1.704-1 (b) (2) (v) (i) (5) (ii) and the Capital Accounts of the Company members will be adjusted to reflect this revaluation. Now, SO, given the reciprocal covenants hereinafter set out, and for other good and valuable considerations, the parties now agree as follows: 1. Issue of Profit Interest Units. (a) When considering whether to provide services to a Member by providing services to the Company or in the best interests of the Company, it issues to members and divisions in relation to the Company's Series I (Interest Units Profit), in accordance with section 2. (b) Interest units of profit are issued to the Member under the terms set out in this Agreement and the Limited Company's Operating Agreement, which was concluded and concluded as of 21 December 2016 (LLC Agreement), a copy of which was submitted to the Member. (c) The Member shall not make a capital contribution to the Company in connection with the interest units issued here, and as a result, the balance of the Member's capital in the Company immediately after receiving the percentage of the profit is zero. (d) In spite of the contrary, contained in the LLC Agreement or outlined in the present, with respect to the Rights of the Member relating to, and in relation to the Company, Manager and other Member, The Member and Interest Units, thus owned, have only the right to share or be distributed Net Income and Net Loss and receive or share in the distribution of the Company, as set out in Article 5 of the LLC Agreement. (e) The participant agrees to perform a partner's signature page on the The LLC agreement is in the form attached to the present as Exhibit A, as stipulated in section 3 below, and the participant must then become a member as far as the due date is up. The member recognizes that the manager may from time to time issue or cancel (or otherwise modify) interest on profits in accordance with the terms of this LLC. 2. Vesting of Profits Interest Units Agreement. Subject to continuous service of the Member (as is clear below), interest units of profit must be provided in accordance with Exhibit B. The term Continuous Service means (i) employment by the Company, which is continuous, except for vacations, illnesses (not including disability), or leave that is approved by the Company or (ii) by participation as a consultant or other service provider of the Company. 3. LLC Company Agreement. The interest units of profit acquired under the Agreement are fully subject to the terms contained in the LLC Agreement, and the party recognizes that the Party has read and understands the terms contained in it. Interest units of profit acquired under this Agreement may not be transferred, sold, declared as collateral, hypothecated or otherwise disposed of, voluntarily or unwittingly, in accordance with the law or otherwise, without the consent of the Manager, whose consent shall not be unreasonably withheld, conditioned or deferred. 5. Investment Representations. The participant acknowledges that he is aware that the interest units of profit issued to him by the Company under the Agreement were not registered under the Securities Act of 1933, as amended (Securities Act) on the basis of certain exceptions to such registration requirement. In this regard, the Party submits submissions and guarantees to the Company, as set out in section 10.11 of the LLC Agreement, whose submissions and guarantees are currently included in this reference. 6. Cancellation, confiscation and redemption of interest units. (a) Despite any contrary provision in this Agreement, all percentages of profits that are not percentage units of return under article 2 are automatically voided and lost without consideration after the termination of the Member's continuous service. (b) If the Member terminates his employment on the grounds of the Member's employment or involvement with the Company (as defined by the Company at its reasonable discretion) at the time of termination of the Continuous Service of the Member, all interest on the profits assigned to him shall not be considered without consideration. (c) The Member provides the Company or its projected (approved manager) with a permanent option (purchase option) to purchase any of the member's units at an interest rate that was not otherwise Any time after continuous service of the participant. The purchase option price should be based on the fair market value of the interest units of the profit determined by the Manager at his discretion on the basis of written recommendations or the determination of an independent third-party valuation firm, on the date of such termination of continuous service and in accordance with the evaluation guidelines and methodology set out in Exhibit B to the LLC Agreement. (d) The purchase option is made by the Company's delivery at any time after the Member of the Continuous Service has terminated the written notice to the Member. The company may waive its right to exercise the option to purchase at any time by giving a written notice of such a waiver to the Member. In the event that the Company carries out an option to purchase interest on the profit, the Company may pay for the profit interest units that will be purchased by it in accordance with the purchase option by delivering cash, check, promissory note or other property or investments owned or owned by the Company. If the purchase option is made promissory note, such a pro-miss note does not require any payments before maturity, carries interest of no less than the applicable federal rate and has a maturity of no more than three (3) years. Any pro-miss note issued under this section 6 (d) must be subject to any debt owed by the Company and contain additional conditions that the Company may determine at its reasonable discretion. In connection with such a buyout, the company will be entitled to receive regular submissions and guarantees from sellers regarding such a sale. (e) The provisions of this section 6 monitor and revoke all provisions relating to restrictions and transfer orders in connection with these events set out in the LLC Agreement in respect of any conflict with this section 6.7. Section 83 (b) Elections. The participant performs and delivers to the Company with this completed Agreement, a copy of the Recognition and Statement of Decision regarding the election in accordance with article 83 (b) of the Tax Code (Confirmation) substantially in the form attached to the present as Exhibit C. The participant must perform and submit with Confirmation a copy of the election under Article 83 (b) of the Tax Code, essentially in the form attached hereto as Exhibit D. If the party has indicated in support of his or her decision to make such an election. The participant submits that the Party does not rely on the Company for such a decision and has consulted with any tax advisor (s) who the Party deems appropriate in connection with the filing of the election under article 83 (b) of the Code and similar tax provisions. The participant recognizes that participation is fully responsible, not timely participation in elections under article 83 (b) even if the Member asks the Company or any representative of the Company to submit such an application on behalf of the Member. The participant should consult with his tax advisor to determine whether there is a comparable election to file in his or her residency state and whether such a filing is desirable in the circumstances. 8. Restrictive Legends. Certificates, indicative of the profit of interest units, to the extent that such certificates are issued, may bear such restrictive legends as the company and/or attorney of the Company may deem if necessary or appropriate in accordance with applicable law or under this agreement, including, without limitation, the following legends: Units in respect of the Series I AIP OPERATION LLC, a limited liability company, have not been registered or qualified by the Securities And Exchange Commission. Such units are issued using exceptions to such registration or qualification requirements. Such units may not be sold, transferred, designated or otherwise disposed of, unless they comply with the transfer restrictions contained in the Company's Transfer Agreement, as well as applicable federal, state and other securities laws. In addition, any certificates valid for interest units of profit must be imprinted with such legends as stipulated in the MICH Agreement. 9. Taxes. The Company and the Member intend to see (i) interest units of profit be treated as profit interests in the meaning of the Code, Treasury Rules are made public in this, and any published instructions by the Internal Revenue Service regarding this, including, without limitation, the Internal Revenue Service 93-27, as specified by the Internal Revenue Service 2001-43, (ii) the issuance of such interests is not a taxable event for the company or participant as provided in such an income procedure, and (iii) the AGREEMENT and this agreement will be consistently interpreted with such an intention. In accordance with such intent, by virtue of the immediate release of the Interest Unit's profits, the Company will cause the gross value of the assets (as defined in the LLC Agreement) of all the company's assets to be adjusted in accordance with their respective gross fair market value, and make appropriate adjustments to the members' capital accounts, in each case, as set out in the LLC Agreement. The Company may withhold the Member's salary or require the Member to pay any applicable tax on withholding or employment as a result of the issuance of interest units of profit, due to the imposition or expiration of any restrictions imposed on interest units of profit, or from the ownership or disposal of interest units of profit. 10. Code Section 409A. deferred compensation under section 409A of the Code (Section 409A) and, provided that Article 409A of the Code, Treasury Rules and relevant instructions from the Ministry of Finance do not require any other, the Company should not treat interest units of profit as unskilled deferred compensation. However, despite any other provision of this Agreement, if at any time the Manager determines that the profit-interest units may be subject to section 409A, the manager has the discretion to make such amendments to the Agreement or to take such other measures (including amendments and actions with retroactive effect) as the Manager determines that they are necessary or appropriate to ensure that units on percentages of profits are exempt from the application of section 409A or with the requirements of section 409A; however, provided that such actions reduce the value of interest units of profit, such actions cannot be taken without the written consent of the Member. 11. Notices. Any notification will be delivered in person to the Member or Employee of the Company, or sent by a regular, registered or certified mail, commercial delivery service, night courier, telegraph, facsimile or e-mail. Any such notice will be deemed to be given and received for all purposes under this Agreement: (a) three days after the same will be deposited in any official depository or vessel of certified first-class mail by the United States Postal Service, requested return receipt, prepaid mail; (b) On the day of confirmed transmission of infection by telecopier or fax or e-mail; (c) The next business day after the same will be deposited into a nationally recognized night delivery service, guaranteeing night delivery; and (d) on the day of actual delivery to such a party or any other means; however, provided that the day when such notice is deemed to be given and received as the aforementioned is not a business day (or if delivery is made after 5 p.m. (local recipient time) on any working day), such notice will be considered and received on the next business day. 12. Mandatory obligations. All covenants and agreements contained in this one are contained or on behalf of any of the parties that must bind and inure in the interests of the parties so far and their permitted successors and assigns. 13. Captions and section headlines. The signatures and titles of the sections used here here are only for convenience and are not part of this Agreement and should not be used in its interpretation. 14. Amendment and Waiver. The Agreement cannot be amended, except for a written document signed by the parties. All waivers must be made in writing, and the inability of any party at any time to require the other party to fulfill any obligations under the Agreement should not affect, or waive the right of the party at any time to demand strict implementation of that obligation after that. Any rejection of any violation of any provision of the Agreement should not be construed in any way as a rejection of any violation of such a provision or waiver or change of clause. 15. Full agreement. This Agreement, along with the LLC Agreement, represents all agreement between the parties regarding the subject matter of the present and overshadows all previous or current written or oral agreements and agreements of the parties, either expressing or implying. 16. Conflict provisions. The participant agrees that to the extent that any provision of this Agreement is directly or indirectly contrary to or may be interpreted as contrary to any provision of the LLC Agreement, the Head of the Company determines by his sole and absolute discretion what provision (s) applies. 17. Severability. If a provision or part of this Agreement is found to be unenforceable or invalid for any reason, the remaining provisions and parts of this Agreement will not be affected by such holding. 18. Counterparts. This Agreement can be implemented in two or more counterparts, all of which together constitute one agreement, and either party can comply with the Agreement by signing any such partner. This Agreement is binding on the Member, and the Company at such a time as the Agreement, in a counterparty or otherwise, is performed by the Member and the Company. Contractors of this Agreement (or applicable signature pages) that are manually signed and delivered by fax or email are considered to be signed by the original partners and bind the signatories and deliver in this way. 19. Applied Law. The Agreement must be interpreted in accordance with Delaware law and enforced and regulated by them. 20. No about employment. Nothing in this Agreement affects the rights of the Member, may have to work or maintain a job or similar relationship (if applicable) with the Company or with any affiliate. The right of the Company or any affiliated legal entity to terminate on its application any such relationship (if applicable) at any time (whether dismissal, dismissal or otherwise), for reason or without reason, is specifically reserved, subject to any other written employment agreement to which the Company or affiliated legal entity and the Member may be a member. (The rest of the page is left blank intentionally.) IN WITNESS WHEREOF, the parties hereto complied with this Agreement on the date of the first above written. COMPANY AIP OPERATION LLC By: Title: PARTY: Address: (Signature page on Profit Interest Agreement.) EXHIBIT AMEMBER SIGNATURE PAGE TOLIMITED LIABILITY COMPANY OPERATING AGREEMENT OF AIP OPERATION LLC The undersigned (Member) executes and delivers this signature page to the operating agreement of the limited liability company AIP OPERATION LLC, as the same can be changed from time to time (Agreement), which is the Signature Page, along with the Agreement and page members and captions, the same document in accordance with the terms of the Agreement. C: _____ NAME: _____ TITLE: _____ DATE: _____ EXHIBIT VESTING OF PROFITS INTEREST UNITS-EXHIBIT CACKNOWLEDGMENT AND STATEMENT OF DECISION REGARDING ELECTION PURSUANT TO SECTION 83 (B) THE INTERNAL REVENUE CODE THE UNDERSIGNED, member of AIP OPERATING LLC (Company), as well as the owner of the divisions in respect of the Series I of the Company, designated as Profit Interest Units (Premium) of the Company, which are subject to forfeiture and foreclosure by the Company under certain circumstances provided in the Profit Interest Agreement with the Company (Agreement) which says, on the release date of the award, as follows: 1. The signatory recognizes receiving a copy of the Agreement. The signatories carefully studied the Agreement. 2. The signatories either check as necessary (a) consulted, and was fully consulted, by the own tax consultant undersigned, whose business address is No. in respect of federal, state and local tax consequences to be issued a bonus under the Agreement, and in particular regarding the appropriateness of holding elections under section 83 (b) of the 1986 Tax Code, amended (Code) and in accordance with the relevant provisions if any, applicable state laws; or (b) deliberately decided not to consult with such a tax adviser. The document states that the signatories either check as necessary: (a) have decided to hold elections in accordance with article 83 (b) of the Code and present the Companies, together with an unsigned agreement, a copy of the executed election form, which is attached as exhibition D to the Agreement; or (b) deliberately decided not to make an election in accordance with article 83 (b) of Code 4. Neither the Company nor any subsidiary or representative of the Company has made any guarantees or submissions to those signed in respect of the tax implications of issuing the Premium to those signed under the Agreement or the adoption or forfeiture to hold an election in accordance with Article 83 (b) of the Code or relevant provisions, if any, applicable state law. 5. The sign-ups also represent the Companies along with the Agreement a copy of the executed electoral form, if the elections are made, from the signed in accordance with the provisions of state law, corresponding to section 83 (b) of the Code, if any, which apply to the issuance of the premium to the signed under the Agreement. Date: _____ Acacia - PLEASE PRICE, IF THAT, THERE, CONNECTION WITH SERVICE SSSigned currently elect under article 83 (b) of the 1986 Tax Code, amended to include in the undersigned gross income for the 2016 taxable year the excess (if any) of the fair market value of the property described below, over the amount the undersigned paid for such property, if any, and delivers the undersigned information in accordance with Treasury rules made public under section 83 (b) 1. Taxpayer's Name, Address and Identification (Social Security) Number: Name: Acacia Research Corporation Address: 2. The property for which the election takes place consists of units in relation to the Series I Of the Company, designated as Profit Interest Units (Premium) of AIP OPERATION LLC, a Delaware limited liability company (Company) of interest in future profits, losses and distribution of the company. The date when the aforementioned property was handed over to the undersigned was no, and the taxable year to which the election applies is 4 euros. The aforementioned property is subject to the following restrictions: (a) forfeiture and/or the right to buy back by the Company if the undersigned cease to be an employee or consultant or service provider of the company under certain circumstances under certain circumstances under the Company's LLC Agreement, under which amendments (LLC Agreement) and (b) are made from time to time in accordance with the LLC Agreement in the event that the undersigned wish to pass the award (in general). The fair market value of the aforementioned property at the time of transfer (determined without taking into account any restrictions other than those that under their terms will never expire) is \$0.6. The amount paid for the aforementioned property undersigned was \$0.7. A copy of these elections has been provided to the Company and the original will be filed with a declaration on income tax signed, which includes this election. Date: _____ Acacia Research Corporation revenue procedure 93-27 and revenue procedure 2001-43, revenue procedure 93-27 IRS, revenue procedure 93-27 and 2001-43, internal revenue service revenue procedure 93-27

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