

# PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                       |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                           |
| CONVEYING PARTY DATA   |                                      |
| Name   | Execution Date                       |
| Michael T. Hoffman   | 01/07/2008                           |
| RECEIVING PARTY DATA   |                                      |
| Name:  | Domingo Enterprises, LLC             |
| Street Address:  | 1000 North West Street               |
| Internal Address:  | Suite 1200                           |
| City:  | Wilmington                           |
| State/Country:   | DELAWARE                             |
| Postal Code:   | 19801                                |
| PROPERTY NUMBERS Total: 1  |                                      |
| Property Type  | Number                               |
| Application Number:  | 13036370                             |
| CORRESPONDENCE DATA  |                                      |
| Fax Number:  | (919)238-2301                        |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>   |                                      |
| Phone:   | 919-238-2300                         |
| Email:   | jsmith@withrowterranova.com          |
| Correspondent Name:  | WITHROW & TERRANOVA CT               |
| Address Line 1:  | 100 REGENCY FOREST DRIVE , SUITE 160 |
| Address Line 4:  | CARY, NORTH CAROLINA 27518           |
| ATTORNEY DOCKET NUMBER:  | 1116-084C                            |
| NAME OF SUBMITTER:   | Julie Smith                          |
| <p>Total Attachments: 7</p> <p>source=1116-084C_Assignment#page1.tif</p> <p>source=1116-084C_Assignment#page2.tif</p> <p>source=1116-084C_Assignment#page3.tif</p> |                                      |

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**PATENT**  
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## ASSIGNMENT

This Assignment made by me, **Michael T. Hoffman**, hereinafter referred to as assignor, a citizen of the United States of America, residing at 1707 Falls Church Rd., City of Raleigh, State of North Carolina;

WITNESSETH: That,

WHEREAS, I am the sole inventor of certain new and useful improvements in **SYSTEM AND METHOD FOR IDENTIFYING TRANSIENT FRIENDS** for which I am making application for Letters Patent of the United States, and for which I have executed a declaration; and

WHEREAS, Concert Technology Corporation, a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 7011 Fayetteville Road, Suite 210, City of Durham, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and

assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

And for the consideration aforesaid, I hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents I am the sole and lawful owner of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that I have good right and lawful authority to sell and convey the same in the manner herein set forth.


And for the consideration aforesaid, I hereby covenant and agree to and with the said assignee, its successors and assigns, that I will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to my said assignee, its successors or assigns, but at its or their expense.

I hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, I have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any

applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and I hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to my said assignee, its successor, assignee or nominee, but at its or their own expense.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 7<sup>th</sup> day of January, 2008.



Michael T. Hoffman

## **ASSIGNMENT**

This Assignment made by **Concert Technology Corporation ("Concert")**, hereinafter referred to as assignor, a Delaware corporation with a principal place of business at 7011 Fayetteville Road, Suite 210, City of Durham, State of North Carolina, 27712;

WITNESSETH: That,

WHEREAS, the patent application(s) and patent(s) (hereinafter "the patents"), which are listed in attached Exhibit A, are hereby assigned to the assignor; and

WHEREAS, **Domingo Enterprises, LLC ("Domingo")**, a limited liability company duly organized and existing under the laws of the State of Delaware and having a place of business at 1000 North West Street, Suite 1200, City of Wilmington, State of Delaware, 19801, hereinafter referred to as assignee, has acquired the entire right, title and interest in and to the patents;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assignor hereby sells, assigns, transfers, and sets over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the patents, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of the patents, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which the patents may be granted as fully and entirely as the same would have been held and enjoyed by assignor had this assignment and sale not been made.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents assignor is the sole and lawful owner of the entire right, title and interest in and to the patents and that the same are unencumbered, and that assignor has good right and lawful authority to sell and convey the same in the manner herein set forth.

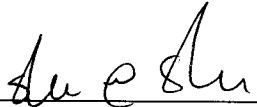
And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that assignor will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to assignee, its successors or assigns, but at its expense.

Said sale, conveyance, assignment, and transfer includes, without limitation, the rights to enforce, assert, and sue for past, present, and future infringement of the patents, and the rights to recover and collect for past, present, and future damages related to the patents.

IN WITNESS WHEREOF, the parties cause this document to be signed on their behalves:

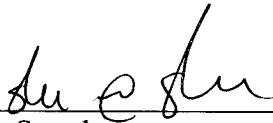
**For Concert Technology Corporation:**

1/21/2009  
Date

  
Hugh Svendsen  
Chief Executive Officer

**For Domingo Enterprises, LLC:**

1/21/2009  
Date

  
Hugh Svendsen  
Member

# APPENDIX A

| Concert Ref. No. | Title  | Serial No.     | Filing Date |
|------------------|--|----------------|-------------|
| P003A            | Portable Media Player Enabled To Obtain Previews Of Media Content                                  | 11/403,499     | 4/13/06     |
| P003B            | User System Providing Previews To An Associated Portable Media Player                              | 11/403,598     | 4/13/06     |
| P003C            | Central System Providing Previews To A Portable Media Player                                       | 11/403,597     | 4/13/06     |
| P012A            | Portable Media Player Enabled To Obtain Previews Of A User's Media Collection                      | 11/403,467     | 4/13/06     |
| P012B            | User System Providing Previews Of A User's Media Collection To An Associated Portable Media Player | 11/403,596     | 4/13/06     |
| P012C            | Central System Providing Previews Of A User's Media Collection To A Portable Media Player          | 11/403,751     | 4/13/06     |
| P048             | System And Method For Increasing Data Availability On A Mobile Device Based On Operating Mode      | 11/754,757     | 5/29/07     |
| P069             | System And Method For Filtering Content On A Mobile Device Based On Contextual Tagging             | 11/862,835     | 9/27/07     |
| P003APCT         | Portable Media Player Enabled To Obtain Previews Of Media Content                                  | PCT/US07/66497 | 4/12/07     |
| P003BPCT         | User System Providing Previews To An Associated Portable Media Player                              | PCT/US07/66498 | 4/12/07     |
| P003CPCT         | Central System Providing Previews To A Portable Media Player                                       | PCT/US07/66500 | 4/12/07     |
| P012APCT         | Portable Media Player Enabled To Obtain Previews Of A User's Media Collection                      | PCT/US07/66501 | 4/12/07     |
| P012BPCT         | User System Providing Previews Of A User's Media Collection To An Associated Portable Media Player | PCT/US07/66503 | 4/12/07     |
| P012CPCT         | Central System Providing Previews Of A User's Media Collection To A Portable Media Player          | PCT/US07/66504 | 4/12/07     |
| P092             | A Method For Identifying Transient Peers   | 12/013,147     | 1/11/08     |
| P003ACN          | Portable Media Player Enabled To Obtain Previews Of Media Content                                  | 200780012928.X | 4/12/07     |
| P003BCN          | User System Providing Previews To An Associated Portable Media Player                              | 200780013027.2 | 4/12/07     |
| P003CCN          | Central System Providing Previews To A Portable Media Player                                       | 200780013383.4 | 4/12/07     |
| P012BCN          | User System Providing Previews Of A User's Media Collection To An Associated Portable Media Player | 200780012984.3 | 4/12/07     |
| P012CCN          | Central System Providing Previews Of A User's Media Collection To A Portable Media Player          | 200780013016.4 | 4/12/07     |
| P314             | User-Controlled Application-Based Power Management   | 12/327,848     | 12/4/08     |
| P336             | System And Method Rights-Enabled Dynamic Mobile Profiles   | 12/174,935     | 7/17/08     |



|                |   |                       |                 |
|----------------|---|-----------------------|-----------------|
| <b>P012ACN</b> | <b>Portable Media Player Enabled To Obtain Previews Of A User's Media Collection</b>          | <b>200780013026.8</b> | <b>4/12/07</b>  |
| <b>P069CN</b>  | <b>System And Method For Filtering Content On A Mobile Device Based On Contextual Tagging</b> | <b>200810169852.8</b> | <b>9/26/08</b>  |
| <b>P092CN</b>  | <b>System and Method For Identifying Transient Friends</b>                                    | <b>200810184426.1</b> | <b>12/19/08</b> |