

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FotoNation Holdings, LLC	07/08/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Deep River Systems, LLC
<b>Street Address:</b>	155 Fleet Street
<b>City:</b>	Portsmouth
<b>State/Country:</b>	NEW HAMPSHIRE
<b>Postal Code:</b>	03801
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6058399
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)233-9907
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Correspondent Name:</b>	Cheryl F. Ramey
<b>Address Line 1:</b>	5400 Trinity Road, Ste 303
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27607
<b>ATTORNEY DOCKET NUMBER:</b>	ZN001/US
<b>NAME OF SUBMITTER:</b>	Cheryl F. Ramey
<b>Total Attachments: 1</b> source=ZN001US-Assignment.Past.Damages.FotoNation.Holdings.to.Deep.River#page1.tif	

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**PATENT**  
**REEL: 026611 FRAME: 0254**

## ASSIGNMENT OF CLAIMS FOR PAST INFRINGEMENT

THIS ASSIGNMENT OF CLAIMS FOR PAST INFRINGEMENT (hereinafter, the "Claims Assignment Agreement") is by and between **FOTONATION HOLDINGS, LLC**, a Delaware Corporation having its principal place of business at 155 Fleet Street, Portsmouth, New Hampshire; 03801, (hereinafter, the "Assignor"), and **DEEP RIVER SYSTEMS, LLC**, a Delaware limited liability company having its principal place of business at 155 Fleet Street; Portsmouth, New Hampshire; 03801 (hereinafter, the "Assignee").

WHEREAS, Assignor and Assignee entered into an Assignment of United States Patents and Patent Applications on **November 2, 2006**, (hereinafter, the "Patent Assignment Agreement");

WHEREAS, in the Patent Assignment Agreement, the Assignor sold, assigned, transferred, and set over unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to U.S. Patent No. 6,058,399 titled, "File Upload Synchronization," issued May 2, 2000 (hereinafter, the "Assigned Patent"), the entire right, title, and interest in and to any and all applications for Letters Patent of the United States of America or other countries claiming priority to said Assigned Patent, and the entire right, title, and interest in and to any and all Letters Patents of the United States of America or other countries that may be granted therefor and thereon, (collectively, the "Assigned Assets"); and

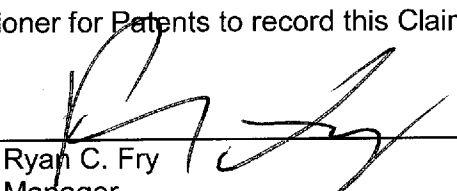
WHEREAS, Assignor desires to assign and Assignee desires to acquire all of Assignor's right, title, and interest in and to claims for past infringement of said Assigned Assets, subject to the terms of this Claims Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to all claims of Assignor for profits and damages by reason of past infringement, if any, of said Assigned Assets, with, to the extent transferable, the right to sue for and collect such profits and damages, (collectively, the "Assigned Claims"), the same to be held and enjoyed by the Assignee for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patents of the United States of America or other countries for said Assigned Assets may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Assigned Claims, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

Assignor hereby authorizes the Commissioner for Patents to record this Claims Assignment Agreement.

Date: 7-8-11

  
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Ryan C. Fry  
Manager