

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nortel Networks, Inc.	07/29/2011
RECEIVING PARTY DATA	
Name:	Rockstar Bidco, LP
Street Address:	c/o Paul, Weiss, Rifkind, Wharton & Garrison LLP
Internal Address:	1285 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019-6064
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5189701
Patent Number:	5511074
Patent Number:	5579301
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	18693-006
NAME OF SUBMITTER:	Menachem Kaplan
Total Attachments: 8 source=Rockstar NNI Patent Assignment#page1.tif	

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of July 29, 2011 (the "Effective Date") by and between Nortel Networks Inc., a corporation organized under the laws of Delaware ("Assignor"), and Rockstar Bidco, LP, a limited partnership organized under the laws of Delaware ("Assignee").

WITNESSETH:

WHEREAS Assignor and Assignee and certain other parties have entered into an Asset Sale Agreement, dated June 30, 2011 (hereinafter the "ASA"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain Assets (as defined in the ASA) of Assignor, including, without limitation, the patents, patent applications and provisional patent applications identified and set forth on Schedule A attached hereto (such patents, patent applications and provisional patent applications, the "Assigned Patents"); and

WHEREAS, pursuant to the ASA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its worldwide right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the ASA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the ASA, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest throughout the world in and to the Assigned Patents, any inventions and improvements claimed or disclosed therein, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions thereof, and all other applications relating thereto which shall be filed by the Assignee or its assignees in the United States, its territorial possessions and all foreign countries, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (A) the right, if any, to register or apply in all countries and regions in the Assignee's name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; (B) the right to prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications relating to the Assigned Patents; (C) the right, if any, to claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in

respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. Cooperation. At Assignee's cost, Assignor shall use reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to those Assigned Patents assigned to it hereunder.

3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned Patents and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents. The Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Disclaimer. There are no warranties, representations or conditions, express or implied, statutory or otherwise between the Parties under this Assignment. ASSIGNEE ACKNOWLEDGES THAT, EXCEPT AS PROVIDED OTHERWISE IN THE ASA (INCLUDING WITH RESPECT TO THE STATEMENTS SET FORTH IN ANNEX I THERETO), THE ASSIGNED PATENTS ARE CONVEYED WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING WITHOUT LIMITATION BY ASSIGNOR, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, ACCOUNTANTS, FINANCIAL, LEGAL OR OTHER REPRESENTATIVES OR ANY AFFILIATE OF SUCH PERSON.

5. Governing Law. This Assignment shall be governed by the governing law and venue provisions of Section 10.6 of the ASA.

6. General Provisions. This Assignment is intended to effect the assignment of the Assigned Patents to Assignee as described in the ASA. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the ASA, the ASA shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Patents. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the ASA and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or

understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

NORTEL NETWORKS INC.

By

Name:

Title:

ROCKSTAR BIDCO, LP

By

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

NORTEL NETWORKS INC.

By _____
Name:
Title:

ROCKSTAR BIDCO, LP

By K. AUEL
Name:
Title:

[Signature Page to IP Assignment (U.S.)]

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss.:

On this 3rd day of August 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared John J. Ray III, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Nortel Networks Inc. as the Principal Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

(Affix Seal Below)



Schedule A

LIST OF ASSIGNED PATENTS

[See attached]

Schedule A to Patent Assignment
Nortel Networks Incorporated

App Serial Number	App Patent Number	App Title	App Issue Date	App Filed Date
07/782,669	5,189,701	VOICE CODER/DECODER AND METHODS OF CODING/DECODING	23-Feb-93	25-Oct-91
08/209,544	5,511,074	VOICE/FAX DIGITIZING RATE NEGOTIATION FOR SWITCHED CONNECTION IN A NETWORK ENVIRONMENT	23-Apr-96	9-Mar-94
08/203,792	5,579,301	SYSTEM FOR, AND METHOD OF, MANAGING VOICE CONGESTION IN A NETWORK ENVIRONMENT	26-Nov-96	28-Feb-94