

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DMT Licensing, LLC	08/24/2011
RECEIVING PARTY DATA	
Name:	SightSound Technologies, LLC
Street Address:	311 South Craig Street, Suite 104
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15213
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	09286892
Application Number:	12229464
Application Number:	12590109
Application Number:	12806165
CORRESPONDENCE DATA	
Fax Number:	(703)894-6430
Phone:	703-894-6400
Email:	mcasey@dbjg.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Michael R. Casey
Address Line 1:	4300 Wilson Blvd, Suite 700
Address Line 4:	Arlington, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	2689-0001
NAME OF SUBMITTER:	Michael R. Casey

CH \$160.00 09286892

Total Attachments: 7

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ASSIGNMENT AND LICENSE AGREEMENT

This ASSIGNMENT AND LICENSE AGREEMENT (this "Agreement"), dated as of August 24, 2011 (the "Effective Date"), is entered into by and between DMT Licensing, LLC, a Delaware limited liability company ("DMT"), SightSound Technologies Holdings, LLC, a Delaware limited liability company (successor by merger to SightSound Technologies, Inc., a Delaware corporation) ("SightSound") and SightSound Technologies, LLC (the "Company", and together with DMT and SightSound, the "Parties").

WITNESSETH:

WHEREAS, SightSound Technologies, Inc. merged into SightSound pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del. Code §§ 18-101 *et seq.*, as amended from time to time (the "Delaware Act") whereupon SightSound succeeded to the assets and liabilities of SightSound Technologies, Inc. pursuant to Section 18-209 of the Delaware Act;

WHEREAS, DMT and SightSound previously entered into an Asset Purchase Agreement, dated as of November 10, 2005 (the "APA");

WHEREAS, the Parties have entered into the Limited Liability Company Agreement of the Company, dated as of the date hereof (the "Operating Agreement");

WHEREAS, the Parties have entered into the Novation Agreement related to the APA, dated as of the date hereof (the "Novation");

WHEREAS, DMT is the registered owner of the patents and patent applications (including any and all inventions and improvements disclosed and described therein) set forth on Exhibit A hereto (the "Patents");

WHEREAS, the Company desires to obtain all of DMT's right, title and interest in, to and under the Patents; and

WHEREAS, SightSound desires to grant to the Company a license to use and exploit the Complementary Intellectual Property, and the Company desires to accept such license.

NOW THEREFORE, in consideration of the foregoing and of the respective promises, covenants, representations and warranties herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1
ASSIGNMENT**

1.1 DMT hereby conveys, assigns, sells, transfers and delivers to the Company, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Patents, including the underlying inventions described therein and any and all

United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof and substitutes therefor, all letters patent of the United States which have been or may be granted thereof and all foreign counterparts thereof, including any reissues or extensions of letters patent granted thereon and any and all rights corresponding to any of the foregoing throughout the world, all priority rights under the International Convention for the Protection of Industrial Property for every member country (and any other international convention or treaty), any and all accounts contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of future or past infringement, and other general intangibles of DMT related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits from the date of this Agreement forward), all payments and other distributions with respect thereto from the date of this Agreement forward), and the right to fully and entirely stand in the place of DMT in all matters related thereto.

1.2 DMT hereby conveys, assigns, transfer and delivers to the Company, its successors and assigns, all of its right, title and interest throughout the world in and to any and all lab notes, prototypes, draft patent applications, correspondence with the United States Patent and Trademark Office or any foreign patent office, nondisclosure agreements, invention agreements and noncompete agreements, to the extent such materials relate exclusively to the Patents.

1.3 DMT hereby requests the Commissioner for Patents (the "Commissioner") to record this assignment of the Patents to the Company. DMT hereby further requests the Commissioner to issue any and all letters patent of the United States resulting from applications among the Patents or derived therefrom to the Company as the assignee of the entire interest. DMT hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that DMT has not executed, and will not execute, any agreements inconsistent herewith.

1.4 DMT further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of the Company, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of the Company, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to the Company of the Patents or for the performance by DMT of any of its obligations hereunder.

1.5 An executed copy of this Agreement may be filed with the proper governmental or regulatory authority or public body by the Company at any time.

SECTION 2 LICENSES

2.1 SightSound hereby grants, and will cause its Affiliates, Subsidiaries and employees to grant, to the Company a fully-paid, royalty-free, non-exclusive, worldwide, irrevocable, non-terminable license in and right to use and otherwise exploit any Complementary

Intellectual Property, including the right to sublicense any or all of such rights. Without limiting the generality of the foregoing, the Company shall have the right, under the Complementary Intellectual Property, to make, Have Made, use, sell, offer for sale, import, lease, improve, redesign, modify, distribute, supply or otherwise dispose of any device, product, service, software, technology and/or any combination thereof in any field of use (including the right to sublicense any or all of such rights).

SECTION 3 MISCELLANEOUS

3.1 Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the APA.

3.2 Notices. All Notices under this Agreement shall be given in the manner prescribed by Section 14.5 of the Operating Agreement.

3.3 Entire Agreement. This Agreement, together with the APA, the Novation and the Operating Agreement and the schedules and exhibits hereto and thereto, if any, supersede all prior and contemporaneous discussions and agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement and constitute the sole and entire agreement between the Parties to this Agreement with respect to the subject matter of this Agreement.

3.4 No Waiver. The execution, delivery and performance of this Agreement shall not operate as a waiver of any condition, power, remedy or right exercisable in accordance with the APA or the Novation, except as expressly provided herein.

3.5 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party to this Agreement.

3.6 No Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person other than each Parties' Affiliates and Subsidiaries as specifically provided in this Agreement.

3.7 Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned by SightSound by operation of Law or otherwise without the prior written consent of the other Parties and any attempt to do so will be null and void. This Agreement, and any right, interest or obligation under this Agreement may be assigned, in whole or in part, by other Parties to any third party without the consent of SightSound. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties to this Agreement and their respective successors and assigns.

3.8 Consent to Jurisdiction and Service of Process. Each Party hereby irrevocably submits to the exclusive jurisdiction of any federal or state court located in the State of New York in respect of any action, suit or proceeding arising in connection with this Agreement and

the transactions contemplated hereby, and agrees that any such action, suit or proceeding shall be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein); provided, however, that such consent to jurisdiction is solely for the purpose referred to herein and shall not be deemed to be a general submission to the jurisdiction of said courts or in the State of New York other than for such purpose. Any and all process may be served in any action, suit or proceeding arising in connection with this Agreement by complying with the provisions of Section 16.1 of the APA. Such service of process shall have the same effect as if the Party being served were a resident in the State of New York and had been lawfully served with such process in such jurisdiction. The Parties hereby waive all claims of error by reason of such service. Nothing herein shall affect the right of any Party to service of process in any other manner permitted by Law or to commence legal proceedings or otherwise proceed against the other in any other jurisdiction to enforce judgments or rulings of the aforementioned courts.

3.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard for the conflicts of laws principles thereof that would require the application of the laws of a different jurisdiction.

3.10 WAIVER OF JURY TRIAL. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE CONVEYANCE DOCUMENTS AND FOR ANY COUNTERCLAIM THEREIN.

3.11 Severability. If any one or more of the provisions of this Agreement is or are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the intent of the Parties underlying the invalid, illegal or unenforceable provision.

3.12 Further Assurances. The Parties will, upon the request of another Party, execute and deliver such other documents and take such other actions as is reasonably necessary or desirable in order to carry out the provisions of this Agreement.

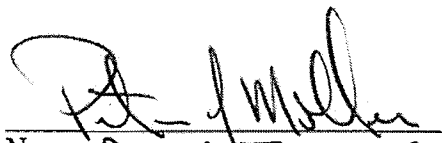
3.13 Counterparts. This Agreement may be executed in any number of counterparts, which together shall be deemed one original, and delivery of copies of or facsimile signatures shall be deemed equal force as delivery of original signatures.

3.14 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DMT LICENSING, LLC

By 
Name: PETER J. MOLLER
Title: VICE PRESIDENT

SIGHTSOUND TECHNOLOGIES
HOLDINGS, LLC

By 
Name: ALEX LEFER
Title: GENERAL TREASURER

SIGHTSOUND TECHNOLOGIES,
LLC


By 
Name: SCOTT C. SANDER
Title: PRESIDENT

Exhibit A

PATENTS

(See Attached)

Assignment and License Agreement Exhibit A

List Maintained by Ansel Schwartz

Ref: Group	Country	Patent Number	Issue Date	Expiration Date	Field of the Invention	Status
1	United States	5,191,573	2-Mar-1993	2-Mar-2010	audio / video compression	Issued & active
2	United States	5,675,734	7-Oct-1997	13-Jun-2008	audio / video e-commerce	Issued & active
3	United States	5,966,440	12-Oct-1999	6-Jun-2015	audio / video e-commerce	Issued & active
3.1	United States	5,966,440	12-Oct-1999	6-Jun-2015	audio / video e-commerce	Issued & active
4	United States	6,014,491	11-Jan-2000	4-Mar-2017	audio / video compression	Issued & active
5	Singapore	67158	31-May-2002	27-Feb-2018	audio / video compression	Issued & active
6	New Zealand	337344	9-Sep-2002	27-Feb-2018	audio / video compression	Issued & active
7	Australia	752057	19-Dec-2002	27-Feb-2018	audio / video compression	Issued & active
8	China	1121124	10-Sep-2003	27-Feb-2018	audio / video compression	Issued & active
10	United States	6,721,491	13-Apr-2004	22-Dec-2019	audio / video compression	Issued & active
12	Hong Kong	1025208	21-Jan-2005	27-Feb-2018	audio / video compression	Issued & active
15	Canada	2,279,853	23-Oct-2007	27-Feb-2018	audio / video compression	Issued & active
37	United States	7,418,189	26-Aug-2008	27-Feb-2018	audio / video compression	Issued & active
40	United States	7,418,189	26-Aug-2008	27-Feb-2018	audio / video compression	Issued & active
44	Japan	4,614,474	29-Oct-2010	27-Feb-2018	audio / video compression	Issued & active
47	Canada	2,594,843	7-Jun-2011	27-Feb-2018	audio / video compression	Issued & active
37.1					audio / video compression	Issued & active
47.1					audio / video compression	Issued & active
47.2					audio / video compression	Issued & active
47.3					audio / video compression	Issued & active
47.4					audio / video compression	Issued & active
47.5					audio / video compression	Issued & active
47.6					audio / video compression	Issued & active
47.6					audio / video compression	Issued & active
5	New Zealand	502871	12-Mar-2002	23-Feb-2019	applied encryption	Issued & active
9	United States	6,615,349	2-Sep-2003	23-Feb-2019	applied encryption	Issued & active
11	Taiwan	574641	1-Feb-2004	23-Feb-2019	applied encryption	Issued & active
13	Singapore	93860	30-Jun-2004	23-Feb-2019	applied encryption	Issued & active
14	Australia	776005	2-Dec-2004	23-Feb-2019	applied encryption	Issued & active
16	China	1209718	6-Jul-2005	23-Feb-2019	applied encryption	Issued & active
17	Austria	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
18	Belgium	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
19	Cyprus	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
20	Denmark	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
21	Finland	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
22	France	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
23	Greece	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
24	Ireland	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
25	Italy	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
26	Luxembourg	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
27	Monaco	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
28	Netherlands	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
29	Portugal	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
30	Sweden	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
31	Switzerland	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
32	United Kingdom	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
33	Hong Kong	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
34	Spain	EP1031909	14-Dec-2005	23-Feb-2019	applied encryption	Issued & active
35	Germany	60024696	24-Aug-2006	23-Feb-2019	applied encryption	Issued & active
36	Korea	770431	26-Oct-2007	23-Feb-2019	applied encryption	Issued & active
38	India	212973	19-Dec-2007	23-Feb-2019	applied encryption	Issued & active
39	United States	7,617,392	10-Nov-2009	23-Feb-2019	applied encryption	Issued & active
41	Canada	2,299,056	4-May-2010	23-Feb-2019	applied encryption	Issued & active
42	Japan	4,616,956	29-Oct-2010	1-Jan-2020	applied encryption	Issued & active
45.1					applied encryption	Issued & active
45.2					applied encryption	Issued & active
45.3					applied encryption	Issued & active
45.3					applied encryption	Issued & active
43	Japan	4,598,361	1-Oct-2010	10-Nov-2021	trusted peer-to-peer	Issued & active
46	United States	7,903,822	8-Mar-2011	10-Nov-2021	trusted peer-to-peer	Issued & active
46.1					trusted peer-to-peer	Issued & active
46.2					trusted peer-to-peer	Issued & active
46.3					trusted peer-to-peer	Issued & active
46.3					trusted peer-to-peer	Issued & active

PATENT

RECORDED: 12/21/2011

REEL: 027423 FRAME: 0954