

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	ASSIGNMENT																								
CONVEYING PARTY DATA																									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Union Beach Limited Partnership</td> <td>02/09/2012</td> </tr> </tbody> </table>		Name	Execution Date	Union Beach Limited Partnership	02/09/2012																				
Name	Execution Date																								
Union Beach Limited Partnership	02/09/2012																								
RECEIVING PARTY DATA																									
<table border="1"> <tr> <td>Name:</td> <td>Fantod Audio Limited Liability Company</td> </tr> <tr> <td>Street Address:</td> <td>2711 Centerville Road</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 400</td> </tr> <tr> <td>City:</td> <td>Wilmington</td> </tr> <tr> <td>State/Country:</td> <td>DELAWARE</td> </tr> <tr> <td>Postal Code:</td> <td>19808</td> </tr> </table>		Name:	Fantod Audio Limited Liability Company	Street Address:	2711 Centerville Road	Internal Address:	Suite 400	City:	Wilmington	State/Country:	DELAWARE	Postal Code:	19808												
Name:	Fantod Audio Limited Liability Company																								
Street Address:	2711 Centerville Road																								
Internal Address:	Suite 400																								
City:	Wilmington																								
State/Country:	DELAWARE																								
Postal Code:	19808																								
PROPERTY NUMBERS Total: 11																									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6807568</td> </tr> <tr> <td>Patent Number:</td> <td>7681220</td> </tr> <tr> <td>Patent Number:</td> <td>7574724</td> </tr> <tr> <td>Patent Number:</td> <td>7739713</td> </tr> <tr> <td>Patent Number:</td> <td>7978844</td> </tr> <tr> <td>Patent Number:</td> <td>6703786</td> </tr> <tr> <td>Patent Number:</td> <td>7158949</td> </tr> <tr> <td>Patent Number:</td> <td>7830897</td> </tr> <tr> <td>Application Number:</td> <td>10910872</td> </tr> <tr> <td>Application Number:</td> <td>13272853</td> </tr> <tr> <td>Application Number:</td> <td>13272826</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6807568	Patent Number:	7681220	Patent Number:	7574724	Patent Number:	7739713	Patent Number:	7978844	Patent Number:	6703786	Patent Number:	7158949	Patent Number:	7830897	Application Number:	10910872	Application Number:	13272853	Application Number:	13272826
Property Type	Number																								
Patent Number:	6807568																								
Patent Number:	7681220																								
Patent Number:	7574724																								
Patent Number:	7739713																								
Patent Number:	7978844																								
Patent Number:	6703786																								
Patent Number:	7158949																								
Patent Number:	7830897																								
Application Number:	10910872																								
Application Number:	13272853																								
Application Number:	13272826																								
CORRESPONDENCE DATA																									
Fax Number:	(503)220-2480																								
Phone:	5032243380																								

OP \$440.00 6807568

Email: mcphillips@stoel.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Matthew C. Phillips

Address Line 1: Stoel Rives LLP

Address Line 2: 900 SW Fifth Avenue, Suite 2600

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:

46816/1

NAME OF SUBMITTER:

Matthew C. Phillips

Total Attachments: 5

source=FantodExhB#page1.tif

source=FantodExhB#page2.tif

source=FantodExhB#page3.tif

source=FantodExhB#page4.tif

source=FantodExhB#page5.tif

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Union Beach Limited Partnership, a Texas limited partnership, with an office at 2714 Hibernia St., Dallas, TX 75204 (“**Assignor**”), does hereby sell, assign, transfer, and convey unto Fantod Audio Limited Liability Company, a Delaware limited liability company, with an office at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 (“**Assignee**”), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the “**Patent Rights**”):

(a) the provisional patent applications, patent applications and patents listed in the table below (the “**Patents**”);

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6807568	US	07/27/2000	Recipient selection of information to be subsequently delivered David H. Tannenbaum
10/910872	US	08/04/2004	Identification of merchandise to be subsequently identified and delivered by a merchandise provider David H. Tannenbaum
7681220	US	05/26/2006	Viewer selection of programs to be subsequently delivered David H. Tannenbaum
7574724	US	05/26/2006	Viewer selection of programs to be subsequently delivered David H. Tannenbaum
7739713	US	07/10/2009	Viewer selection of programs to be subsequently delivered David H. Tannenbaum
7978844	US	12/16/2005	Selective telephone ringing-signal interruption David H. Tannenbaum
6703786	US	12/30/1999	System and method for in-line control of electric power

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			David H. Tannenbaum
7158949	US	12/17/2004	Method for providing property rights based guarantees David H. Tannenbaum
13/272853	US	10/13/2011	Unable to verify Unable to verify
13/272826	US	10/13/2011	Unable to verify Unable to verify
7830897	US	12/13/2006	System and method for assigning network addresses to users based on their relative spatial relationship David H. Tannenbaum

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b)

through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other

governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

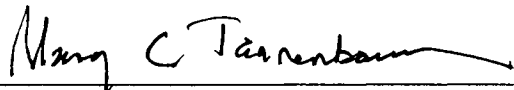
Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Dallas, Texas on Feb. 9, 2012.

ASSIGNOR:

Union Beach Limited Partnership



By: Hotray LLC, General Partner of Union Beach Limited Partnership,
Name: Mary C. Tannenbaum
Title: President of Hotray LLC

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Mary C. Tannenbaum to the above Assignment of Patent Rights on behalf of Hotray LLC and Union Beach Limited Partnership and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Mary C. Tannenbaum is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2012 to execute the above Assignment of Patent Rights on behalf of Hotray LLC and Union Beach Limited Partnership.

3. Mary C. Tannenbaum subscribed to the above Assignment of Patent Rights on behalf of Hotray LLC and Union Beach Limited Partnership.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on Feb. 9, 2012

Mary Tannenbaum
Print Name: