# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
PatentVC Ltd.	03/22/2012

#### RECEIVING PARTY DATA

Name:	Idessence AG	
Street Address:	Grabenstrasse 25, 6340	
City:	Baar	
State/Country:	SWITZERLAND	

#### PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	7818430
Patent Number:	7818441
Patent Number:	7818445
Patent Number:	7822855
Patent Number:	7822856
Patent Number:	7822869
Patent Number:	7827296
Patent Number:	7840679
Patent Number:	7840680
Patent Number:	7844712
Patent Number:	7853710
Application Number:	12579954
Application Number:	12579391
Application Number:	12579396
Application Number:	12579403
Application Number:	12579662
	PATENT

**REEL: 028170 FRAME: 0589** 

PATENT

Application Number:	12580200
Application Number:	12579817
Application Number:	12580166
Application Number:	12579774
Application Number:	12580129
Application Number:	12580104
Application Number:	12943782

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Total Attachments: 5

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# **ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, PatentVC Ltd., an Israeli limited company having offices at POB 294, Kiryan Tivon 36010, Israel ("Assignor"), does hereby sell, assign, transfer, and convey unto its parent and sole shareholder, Idessence AG, a Swiss company having offices at Grabenstrasse 25, 6340 Baar, Switzerland ("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*");

Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor
7,818,430	US	October 14, 2009	Methods and systems for fast segment reconstruction.
7,818,441	US	October 14, 2009	Zuckerman, Gal  Methods and systems for using a distributed storage to its maximum bandwidth.
7,818,445	US	October 14, 2009	Zuckerman, Gal  Methods and devices for obtaining a broadcast-like streaming content.  Zuckerman, Gal
7,822,855	US	October 14, 2009	Methods and systems combining push and pull protocols.  Zuckerman, Gal
7,822,856	US	October 15, 2009	Obtaining erasure-coded fragments using push and pull protocols.  Zuckerman, Gal
7,822,869	US	October 15, 2009	Adaptation of data centers' bandwidth contribution to distributed streaming.  Zuckerman, Gal
7,827,296	US	October 14, 2009	Maximum bandwidth broadcast-like streams.  Zuckerman, Gal
7,840,679	US	October 14, 2009	Methods and systems for requesting fragments without specifying the source.  Zuckerman, Gal

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7,840,680	US	October 14, 2009	Methods and systems for broadcast-
			like effect using fractional-storage
			servers.
			Zuckerman, Gal
7,844,712	US	October 14, 2009	Hybrid open-loop and closed-loop
			erasure-coded fragment retrieval
			process.
			Zuckerman, Gal
7,853,710	US	October 14, 2009	Methods and devices for controlling
			the rate of a pull protocol.
			Zuckerman, Gal
12,579,954	US	October 15, 2009	Methods and systems for distributing
			pull protocol requests via a relay
			server.
			Zuckerman, Gal
12,579,391	US	October 14, 2009	Fast retrieval and progressive
			retransmission of content.
			Zuckerman, Gal
12,579,396	US	October 14, 2009	Receiving Streaming Content from
			Servers Located Around the Globe.
			Zuckerman, Gal
12,579,403	US	October 14, 2009	Large Scale Distributed Content
			Delivery Network.
			Zuakarman Gal
12,579,662	US	October 15, 2009	Zuckerman, Gal Fault Tolerance in a Distributed
12,379,002	03	October 13, 2009	Streaming System.
			Streaming System.
			Zuckerman, Gal
12,580,200	US	October 15, 2009	Load-balancing an asymmetrical
			distributed erasure-coded system.
			Zuckerman, Gal
12,579,817	US	October 15, 2009	Balancing a distributed system by
			replacing overloaded servers.
			Zuckerman, Gal
12,580,166	US	October 15, 2009	Random server selection for retrieving
			fragments under changing network.
10.550.551	1.70	0 1 1 1 2000	Zuckerman, Gal
12,579,774	US	October 15, 2009	Reduction of Peak-to-Average Traffic

			Ratio in Distributed Streaming Systems.
			Systems.
			Zuckerman, Gal
12,580,129	US	October 15, 2009	Source-selection based Internet
			backbone traffic shaping.
			Zuckerman, Gal
12,580,104	US	October 15, 2009	Methods and systems for controlling
			fragment load on shared links.
			Zuckerman, Gal
12,943,782	US	November 10, 2010	Peer-assisted fractional-storage
			streaming servers.
			Zuckerman, Gal

- (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
- 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.

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Seattle, Washington, USA, on March 22, 2012.

#### **ASSIGNOR:**

PatentVC Ltd.

By: Name: Steven J. Kelley

Title: Attorney

RECORDED: 05/08/2012

(Signature MUST be attested)



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

The undersigned witnessed the signature of Steven J. Kelley to the above Assignment of Patent Rights on behalf of PatentVC Ltd. 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. Steven J. Kelley is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on March 22, 2012 to execute the above Assignment of Patent Rights on behalf of PatentVC Ltd.
- 3. Steven J. Kelley subscribed to the above Assignment of Patent Rights on behalf of PatentVC Ltd.

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  $\underline{March 22, 20, 2}$  (date)

Print Name: Kathe E. Jules