

## 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>Mediaguide, Inc.</td> <td>05/21/2012</td> </tr> <tr> <td>Mediaguide Holdings, LLC</td> <td>05/21/2012</td> </tr> </tbody> </table>		Name	Execution Date	Mediaguide, Inc.	05/21/2012	Mediaguide Holdings, LLC	05/21/2012		
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Mediaguide, Inc.	05/21/2012								
Mediaguide Holdings, LLC	05/21/2012								
RECEIVING PARTY DATA									
Name:	Mobile Research Labs Ltd.								
Street Address:	6 Hanagar Street								
City:	Hod Hasharon								
State/Country:	ISRAEL								
PROPERTY NUMBERS Total: 3									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11322706</td> </tr> <tr> <td>Application Number:</td> <td>10598283</td> </tr> <tr> <td>Patent Number:</td> <td>6338037</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11322706	Application Number:	10598283	Patent Number:	6338037
Property Type	Number								
Application Number:	11322706								
Application Number:	10598283								
Patent Number:	6338037								
CORRESPONDENCE DATA									
Fax Number:	(646)349-2782								
Phone:	2124818686								
Email:	docket@sabety.net								
<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:	Ted Sabety, Sabety + Associates PLLC								
Address Line 1:	8 West 40th Street, 12th Floor								
Address Line 4:	New York, NEW YORK 10018								
ATTORNEY DOCKET NUMBER:	MEDIAGUIDE								
NAME OF SUBMITTER:	Ted Sabety								
Total Attachments: 4 source=Executed IP Assignment#page1.tif source=Executed IP Assignment#page2.tif source=Executed IP Assignment#page3.tif source=Executed IP Assignment#page4.tif									

CH \$120.00 11322706

**MEDIAGUIDE, INC.**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS ASSIGNMENT (this "Assignment") is made effective as of the \_\_\_\_ day of May, 2012, by and among **Mediaguide, Inc.**, a Delaware Corporation ("**MG Inc.**"), **Mediaguide Holdings, LLC**, a Delaware Limited Liability Company ("**MG LLC**" and jointly with MG Inc., the "**Assignor**") and **Mobile Research Labs Ltd.**, a company incorporated under the laws of the State of Israel (the "Company").

For One Dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and the parties hereto agree as follows:

**ARTICLE 1: ASSIGNMENT PROVISIONS**

- 1.1 The undersigned Assignor, hereby assigns to the Company all right, title and interest in and to the Intellectual Property set forth on the attached **Exhibit A** (hereinafter referred to as the "**Assigned Intellectual Property**").
- 1.2 Intellectual Property means (i) inventions (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials; (ii) documentation, advertising copy, marketing materials, web-sites, specifications, mask works, drawings, graphics, databases, recordings and other works of authorship, whether or not protected by Copyright law; (iii) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, design documents, flow-charts, user manuals and training materials relating thereto and any translations thereof; and (iv) all forms of legal rights and protections that may be obtained for, or may pertain to, the intellectual property set forth in clauses (i) through (iv) in any country of the world ("**Intellectual Property Rights**"), including all letters patent, patent applications (including any continuations or divisionals), provisional patent applications, design patents, PCT filings, invention disclosures and other rights to inventions or designs, the right to file for patents, all registered and unregistered copyrights in both published and unpublished works ("**Copyrights**"), trade secret rights, mask works, moral rights or other literary property or authors rights, and all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing and the right to sue and collect damages for past, present and future infringement thereof .

**ARTICLE 2: MISCELLANEOUS PROVISIONS**

- 2.1 Assignor represents and warrants that Assignor has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein.
- 2.2 Application of New York Law. This Assignment, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, without regard to conflicts of law principles.
- 2.3 Execution of Additional Instruments. Assignor hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.
- 2.4 Represented by Counsel. Assignor represents that he/she has been advised by counsel regarding this assignment and the scope of the Assigned Intellectual Property.

2.5 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

2.6 In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Assignment Agreement, dated of even date hereof, by and between Mediaguide, Inc. and the Company, the terms of the Assignment Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Assignment Agreement.

**In Witness Whereof** the undersigned have executed this Assignment Agreement.

Assignor	Signature and Title	Date
Mediaguide, Inc.	<i>AGJ, CEO</i>	May 21, 2012
Mediaguide Holdings, LLC	<i>AGJ, CEO</i>	May 21, 2012
Mobile Research Labs, Ltd.		

## **EXHIBIT A: ASSIGNED INTELLECTUAL PROPERTY**

MG-4 US 11/322,706 Method and Apparatus for automatic detection and identification of a broadcast audio or video programming signal

MG-2\_371 US 10/598,283 Method and Apparatus for automatic detection and identification of a broadcast audio or video programming signal

MG\_2\_371 EPO 05723101.1; EPO 1730105 Method And Apparatus For Automatic Detection And Identification Of Broadcast Audio Or Video Programming Signal

MG\_2\_371 Mexico PA/a/2006/009614; 277693 Method And Apparatus For Automatic Detection And Identification Of Broadcast Audio Or Video Programming Signal

MG-101EP EPO 06839880.9; WO2006US60891 Method And Apparatus For Automatic Detection And Identification Of Unidentified Broadcast Audio Or Video Signals

MG-101CA Canada 2,629,907 Method And Apparatus For Automatic Detection And Identification Of Unidentified Broadcast Audio Or Video Signals

US 6,338,037 Audio Signal Identification Using Code Labels Inserted In The Audio Signal

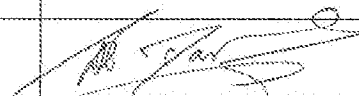
Source code, object code comprising the following computer programs and any copyright or trade secrets embodied therein:

- SoundStage
- Discriminator
- Harvester
- Pattern Matcher (Core Mg tech)
- Fingerprint Generator
- Watermark Generator
- Watermark Decoder

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Mobile Research Labs, Ltd.	 CEO	May 21, 2012