

## 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>Marc S. Freed</td> <td>06/29/2012</td> </tr> <tr> <td>Lyster Watson Management Inc.</td> <td>06/29/2012</td> </tr> </tbody> </table>		Name	Execution Date	Marc S. Freed	06/29/2012	Lyster Watson Management Inc.	06/29/2012						
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Marc S. Freed	06/29/2012												
Lyster Watson Management Inc.	06/29/2012												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Van Eck Associates Corporation</td> </tr> <tr> <td>Street Address:</td> <td>335 Madison Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>19th Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10017</td> </tr> </table>		Name:	Van Eck Associates Corporation	Street Address:	335 Madison Avenue	Internal Address:	19th Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10017
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PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7707092</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7707092								
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CORRESPONDENCE DATA													
<p>Fax Number: (650)813-4848</p> <p>Phone: 650-813-4800</p> <p>Email: naforeignpatentdept@dechert.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: DECHERT LLP</p> <p>Address Line 1: 2440 W. EL CAMINO REAL</p> <p>Address Line 2: SUITE 700</p> <p>Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94040</p>													
ATTORNEY DOCKET NUMBER:	382858.122962												
NAME OF SUBMITTER:	Shirley Wang												
Total Attachments: 7													

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## ASSIGNMENT OF INVENTIONS AND PATENTS

### PATENT

For: ☒ U.S. and/or ☒ Foreign Rights  
For: ☐ U.S. Application or ☒ U.S. Patent  
By: ☐ Inventor(s) or ☒ Present Owners

In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNORS (Inventor or person or entity who owns the invention):

Marc S. Freed  
c/o Lyster Watson & Company  
888 7th Avenue, 40th Floor  
New York, New York 10019

and

Lyster Watson Management Inc. d/b/a Lyster Watson & Company  
888 7<sup>th</sup> Avenue, 40<sup>th</sup> Floor  
New York, New York 10019

hereby irrevocably sell, assign, transfer and set over to

ASSIGNEE:

Van Eck Associates Corporation  
335 Madison Avenue, 19th Floor  
New York, New York 10017

and the successors, assigns and legal representatives of the ASSIGNEE, and ASSIGNEE hereby accepts, all rights, title and interests in and to (a) U.S. Patent No. 7,707,092; (b) all reissues, divisions, renewals, reexaminations, extensions, provisionals, continuations, continuing prosecution applications, and continuations-in-part and divisionals of such patent, and any patents resulting therefrom; (c) all United States and foreign patents and patent applications claiming priority to any of the patents or patent applications described in clauses (a) and (b) above (whether claiming priority from such patents and patent applications or forming the basis of priority for such patents and patent applications); (d) all inventions, invention disclosures, and discoveries described in the patents and patent applications described in clauses (a), (b) and (c) above that (i) are included in any claim in such patents or patent applications, (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on such patents or patent applications, or (iii) could have been included as a claim in such patents or patent applications; (e) any and all foreign counterparts to any of the

patents and patent applications set forth in clauses (a), (b), (c) and (d) above (all of the foregoing patents and patent applications in clauses (a), (b), (c), (d) and (e) above, the "Patents"); (f) all past, present and future claims, causes of actions and other rights against third parties relating to infringement of any of the Patents, including without limitation, all rights to pursue damages, injunctive relief, and other remedies for past, current and future infringement of the Patents; (g) all prosecution history files and inventor assignments for the Patents; and (h) all rights of Assignors to license and collect royalties with respect to all of the Patents.

Each ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

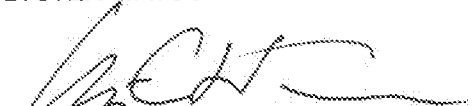
Each ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to such ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce all Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS hereby authorize and request the Commissioner of the United States Patents and Trademark Office and any official of any applicable country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of intellectual property or industrial property protection, to record ASSIGNEE as assignee and owner of the Patents discussed herein.

IN WITNESS WHEREOF, We have hereunto set hand and seal this 29<sup>th</sup> day of June, 2012

ASSIGNORS:

LYSTER WATSON MANAGEMENT INC.

  
By: Robert C. Watson  
Title: President

\_\_\_\_\_  
Marc Freed

ASSIGNEE:

VAN ECK ASSOCIATES CORPORATION

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

On the 27 day of June in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert C. Watson, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

Ruth Harrigan  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

RUTH HARRIGAN  
Notary Public, State of New York  
No. 01HA6014619  
Qualified in Queens County  
Commission Expires October 19, 2014

patents and patent applications set forth in clauses (a), (b), (c) and (d) above (all of the foregoing patents and patent applications in clauses (a), (b), (c), (d) and (e) above, the "Patents"); (f) all past, present and future claims, causes of actions and other rights against third parties relating to infringement of any of the Patents, including without limitation, all rights to pursue damages, injunctive relief, and other remedies for past, current and future infringement of the Patents; (g) all prosecution history files and inventor assignments for the Patents; and (h) all rights of Assignors to license and collect royalties with respect to all of the Patents.

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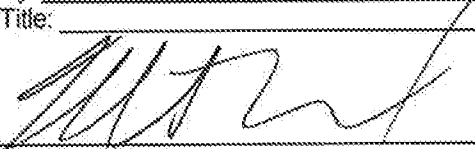
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IN WITNESS WHEREOF, We have hereunto set hand and seal this 29<sup>th</sup> day of June, 2012

ASSIGNORS:

LYSTER WATSON MANAGEMENT INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Marc Freed

ASSIGNEE:

VAN ECK ASSOCIATES CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of New York )  
County of New York ) ss.:

On the 29<sup>th</sup> day of June in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Marc S. Freed, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

Alison Y. Emanuel  
Notary Public

My commission expires: 5/5/2015

Dated: 6/29/12

ALISON Y. EMANUEL  
Notary Public, State of New York  
No. 01EM6077310  
Qualified in Queens County  
Commission Expires May 5, 2015

patents and patent applications set forth in clauses (a), (b), (c) and (d) above (all of the foregoing patents and patent applications in clauses (a), (b), (c), (d) and (e) above, the "Patents"); (f) all past, present and future claims, causes of actions and other rights against third parties relating to infringement of any of the Patents, including without limitation, all rights to pursue damages, injunctive relief, and other remedies for past, current and future infringement of the Patents; (g) all prosecution history files and inventor assignments for the Patents; and (h) all rights of Assignors to license and collect royalties with respect to all of the Patents.

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IN WITNESS WHEREOF, We have hereunto set hand and seal this 29<sup>th</sup> day of June, 2012

ASSIGNORS:

LYSTER WATSON MANAGEMENT INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Marc Freed

ASSIGNEE:

VAN ECK ASSOCIATES CORPORATION

By: Joseph J. McBurnis  
Title: Senior Vice President and General Counsel

17346980.2.BUSINESS



State of New York )  
County of New York ) ss.:

On the 27<sup>th</sup> day of June in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph S. McGrien, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

Alison Y. Emanuel  
Notary Public

My commission expires: 5/5/2015

Dated: 06/29/12

ALISON Y. EMANUEL  
Notary Public, State of New York  
No. 01EM5077310  
Qualified in Queens County  
Commission Expires May 5, 2015