501998315 07/23/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Martin Weel	06/15/2005

RECEIVING PARTY DATA

Name:	Dryden Enterprises, LLC
Street Address:	1000 North West Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	1355557

CORRESPONDENCE DATA

Fax Number:

Phone: 919-238-2300
Email: jjimerson@wt-ip.com

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

via US Mail.

Correspondent Name: WITHROW & TERRANOVA CT

Address Line 1: 100 REGENCY FOREST DRIVE, SUITE 160

Address Line 4: CARY, NORTH CAROLINA 27518

ATTORNEY DOCKET NUMBER:	1116-065C
NAME OF SUBMITTER:	John M. Jimerson

Total Attachments: 14

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PATENT REEL: 028614 FRAME: 0628 OP \$40,00 1355555

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Assignment of Rights in Invention (Sole inventor; single assignee, without witness or notarization)

Docket No. MUS1.PAU.04

Inventor	Residence of Inventor	
Martin Weel	28614 Modjeska Canyon Road, Silverado, CA 92676	
Assignee	Residence or Principal Place of Business of Assignee	
MusicStream, LLC	65 Enterprise, Aliso Viejo, CA 92656	
•		

Whereas, I, the above-identified Inventor, have invented certain new and useful improvements in: SYSTEM AND METHOD FOR SHARING PLAYLISTS

(hereinafter referred to as "Invention") for which I am making application for Letters Patent in the United States of America;

And, whereas I desire to assign a 100% undivided interest in said Invention, said application disclosing the Invention and any Letters Patent which may be granted therefor to the above-identified Assignee, and whereas said Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, that for the sum of One dollars

(\$ 1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged;

I hereby assign, sell and transfer a 100% undivided interest in said invention, said application, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said Invention, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And I hereby authorize and request the Director of the United States Patent and Trademark Office to issue said United States Letters Patent to said Assignee, as assignee of the whole right, title and interest thereto;

And I further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to me in order to perfect title in said Invention, modifications, and improvements in said Invention, applications and Letters Patent of the United States and countries foreign thereto;

PATENT AS02B/REVO

[Page 1 of 2]

REEL: 016275 FRAME: 0093

Assignment of Rights in Invention (Sole inventor; single assignee; without witness	Docket No. MUS1.PAU.04	
Inventor	Resider	nce of Inventor
Martin Weel	28614 Modjeska Canyon I	Road, Silverado, CA 92676
Assignee		Place of Business of Assignee
MusicStream, LLC	65 Enterprise, Aliso Viejo	o, CA 92656
And I further agree to sign and properly execute such for filing divisions, continuations and continuations-in-part of reissues of any Letters Patent which may be granted for my afo and prepare at its own expense. Frecuted this 15th day of June , in	eaid application for Datent. &	anator, for obtaining any ressure or
Executed this 15th day of June , in at		
		ignature of Inventor)

[Page 2 of 2]

PATENT AS02C/REV01

REEL: 076272 FRAME: 0094

REEL: 028614 FRAME: 0631



State of California Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of _______ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAM 1 3 2006

BRUCE McPHERSON Secretary of State

Sec/State Form CE-107 (REV 03/31/05)

OSP 05 94200





AGREEMENT OF MERGER

ENDORSED - FILED in the office of the Secretary of State of the State of California

DEC 1 6 2005

This Agreement of Merger is entered into as of the dates indicated below, by and between Elario, Inc., a California corporation (the "Surviving Corporation") and MusicStream, LLC, a California Limited Liability Company (the "Disappearing Company"). The Surviving Corporation and the Disappearing Company are sometimes referred to as the "Constituent Entities."

The Constituent Entities agree as follows:

- 1. <u>Disappearing Company.</u> Disappearing Company is a duly organized, existing and in good standing under the laws of the State of California and a wholly owned subsidiary of Surviving Corporation with Surviving Corporation being the sole member.
- 2. <u>Surviving Corporation.</u> Surviving Corporation is duly organized, existing and in good standing under the laws of the State of California. It has 20,000,000 shares of authorized common stock of which 2,473,466 shares are issued and outstanding. It also has 5,000,000 shares of preferred stock authorized of which none (-0-) are issued or outstanding.
- 3. Adoption of Reorganization by Boards. The Board of Directors of the Surviving Corporation and the Managing Member of the Disappearing Company deem it in the best interests of the Surviving Corporation and its shareholders, and the Disappearing Company and its member, that the Disappearing Company be merged with Surviving Corporation in accordance with California Corporations Code Section 1100 et seq. The Board and Managing Member hereby adopt on behalf of the Constituent Entities the plan of reorganization set forth in this Agreement of Merger.
- 4. Merger. Disappearing Company shall be merged with Surviving Corporation, which shall survive the merger. Disappearing Company's separate existence shall cease on the effective date of the merger. Without any other transfer or documentation, on the effective date of the merger, Surviving Corporation shall:
 - A. Succeed to all of Disappearing Company's rights and property; and
 - B. Be subject to all Disappearing Company's liabilities and obligations.

Notwithstanding the above, after the effective date, the Surviving Corporation's proper officers and directors may perform any acts necessary or desirable to vest or confirm Surviving Corporation's possession of and title to any property or rights of Disappearing Company, or otherwise carry out this Agreement's purposes. The above authorization shall include execution and delivery of deeds, assurances, assignments or other instruments.



- 6. <u>Cancellation of Disappearing Company's Member Interests.</u> By virtue of the merger and without any action by any shareholder or member, upon the effective date 100% of the member interests in the Disappearing Company shall be canceled without any further consideration. The shares of Surviving Corporation outstanding immediately prior to the merger shall not be changed by reason of the merger.
- 7. Changes in Articles of Incorporation and Bylaws. Surviving Corporation's Articles of Incorporation as amended and in effect on the effective date shall continue to be the Articles of Incorporation without change as a result of the merger. Surviving Corporation's Bylaws as amended and in effect on the effective date shall continue to be the Bylaws without change as a result of the merger.
- 8. Officers and Directors. Surviving Corporation's officers and directors shall continue and remain as such after the effective date for the full unexpired terms of their respective offices, or until their successors have been duly elected or appointed or qualified.
- 9. <u>Effective Date.</u> Provided this agreement is not abandoned, the effective date of the merger shall be as prescribed by law and shall be preceded by the filing of this Agreement of Merger, with officers' certificate of Surviving Corporation and Certificate of Merger of Disappearing Company attached, in the office of the Secretary of State in accordance with the California Corporations Code Section 1103.
- 10. <u>Abandonment of Merger.</u> Any time prior to the effective date, this merger may be abandoned without further obligation or liability by action of the board of directors of either Surviving Corporation or the Managing Member of Disappearing Company, notwithstanding approval of the merger by their shareholders or members.
- 11. <u>Counterparts.</u> This Agreement of Merger may be executed in any number of counterparts, each of which shall constitute an original instrument.
- 12. <u>Execution</u>. The parties have executed this Agreement of Merger by their respective duly authorized officers/manager, as of the dates indicated below.

"Surviving Corporation"

Elario, Inc., a California corporation

Dated: Sept 2005

Martin D. Weel, President

Dated: Sept 30/65

By: Kap Wash Sacrature

"Disappearing Company"
MusicStream, LLC, a California
Limited Liability Company

Dated: <u>Sept 20-05</u>

Martin D. Weel, Manager

CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

Martin D. Weel and Ken Weel certify that:

- 1. That they are the President and Secretary, respectively, of Elario, Inc., a California corporation.
- 2. The Agreement of Merger in the form attached was duly approved by the board of directors.
- 3. The corporation has only one class of shares and the total outstanding shares is 2,473,466. The principal terms of the Agreement of Merger were approved by the vote all the outstanding shares which equaled or exceeded the vote required. The percentage vote required is more than 66%,

I further declare under penalty of perjury under the laws of the state of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: A4 9 / 2005

Martin D. Weel, President

Dated: 14 9 / 2005

Ken Weel, Secretary



State of California Secretary of State

LIMITED LIABILITY COMPANY **CERTIFICATE OF MERGER**

(Corporations Code Section 17552)

Filing Fee - Please see instructions.

3	IMPORTANT - Read ins	structions before con	ions. ipleting this form.	
	Name of surviving entity: ELARIO, INC.	2. Type of entity: CORPORATION	3. Secretary of State File N 2348196	This Space For Filing Use Only lumber: 4. Jurisdiction: CALIF.
<u> </u>	Name of disappearing entity: MUsicStream, LLC	6. Type of entity: LLC	7. Secretary of State File N 200409210109	
1	Future effective date, if any:	Month	Day	Year
10.			n 1113, enter the outstanding in	nterests of each class entitled to vote
j	Surviving En	nuty	Disa	appearing Entity
	Each class entitled to vote	Percentage of vote requi	Each class entitled to vo	le Percentage of vote required
	mmon 2,473,466	66%	100% of the Me	mbership 80%
		, ou.		interests or shares of each class that
	CTION 12 IS ONLY APPLICABLE IF T M 12 AND PROCEED TO ITEM 15.			
	Requisite changes to the information from the merger. Attach additional	pagaan naqaaan y.		
SEC	CTIONS 13 AND 14 ARE APPLICAL SINESS ENTITY, COMPLETE ITEMS	BLE IF THE SURVIVING	G ENTITY IS A FOREIGN LIM	ITED LIABILITY COMPANY OR OTHER
13.	Principal business address of the s	urviving foreign limited i	lability company or other history	es orline
	Address:	•	The state of the s	ioo onaty.
	City:	Stat		Zip Code:
14.	Other information required to be st entity is organized. Attach additions	ated in the Certificate of pages if necessary.	of Merger by the laws under wh	nich each constituent other business
15.	Number of pages attached, if any:	None		
16.	I certify that the statements contain person who is executing this instrum	ned in this document a ment, which execution is	my act and deed.	knowledge. I declare that I am the
	Signature of Authorized Person for the	Surviving Entity Date	Type or Print Name ar	Weel, President nd Title of Person Signing
	x Kupy		<u>Ken Weel,</u>	Secretary
	Signature of Authorized Person for the	Surviving Entity Date	Type or Print Name ar	nd Title of Person Signing
	x INFL		Martin D	Weel, Managerice Or
	Signature of Authorized Person for the	Disappearing Entity Date	Type or Print Name ar	d Title of Person Signing O
	Signature of Authorized Person for the	Disappearing Entity Date	Type or Print Name at	nd Title of Person Signific C
	SEC/STATE (REV. 03/2005)		FORM	A LLC-9 - FILING FEE: SEE WAS PLANTED
			Appro	eved by Secretary of State



PATENT

REEL: 028614 FRAME: 0637

WHEREAS, Elario, Inc., a California corporation located at 65 Enteprise, Aliso Viejo, CA 92656 (hereinafter "ASSIGNOR"), is the owner of record of the entire and full right, title, and interest to certain new and useful improvements in the following United States Patents and Patent Applications for Letters Patents in the United States (hereinafter the "Patents"):

Patent/App No.	Pub. No.	Filing Date	Status	Title
10/840,104	20050251565	5/5/04	Published	Hybrid Set-Top Box for Digital Entertainment Network
10/840,109	20050251566	5/5/04	Published	Playlist Downloading For Digital Entertainment Network
10/840,108	20050251576	5/5/04	Published	Device discovery for digital entertainment network
10/840,110	20050251807	5/5/04	Published	System and Method for Sharing Playlists

WHEREAS, Concert Technology Corporation, a Delaware corporation (hereinafter "ASSIGNEE"), having offices at 7011 Fayetteville Road, Suite 210, Durham, NC 27713, has purchased ASSIGNOR'S entire and full right, title, and interest in and to the inventions disclosed in the Patents;

NOW, THEREFORE, in consideration of sums paid by ASSIGNEE to ASSIGNOR, and for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents, does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire and full right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patent resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement. ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Patents before or after issuance.

IN TEST	TIMONY WHERE F, I hereunto set my hand and seal this day of _	MAY.	2007.
	Mot all 5/11/07		
State of	California		

Confidential - 5

WITNESS my hand and official seal.

Count of Orange

Signature (Seal)

LISA KITADANI HOFFMAN
Commission # 1628695
Notary Public - California
Orange County
My Comm. Expires Jan 8, 2010

PATENT ASSIGNMENT

WHEREAS, Concert Technology Corporation, a Delaware corporation (hereinafter "ASSIGNOR"), having offices at 7011 Fayetteville Road, Suite 210, Durham, NC 27713, is the owner of record of the entire and full right, title, and interest to certain new and useful improvements in the following United States Patents and/or Patent Applications for Letters Patent in the United States (hereinafter the "Patents"):

Patent/App No.	Pub. No.	Filing Date	Title
10/840,104	20050251565		Hybrid Set-Top Box for Digital Entertainment Network
10/840,109	20050251566	5/5/04	Playlist Downloading For Digital Entertainment Network
10/840,108	20050251576	5/5/04	Device discovery for digital entertainment network
10/840,110	20050251807		System and Method for Sharing Playlists

WHEREAS, ConPact, Inc., a Delaware corporation (hereinafter "ASSIGNEE"), having offices at 7011 Fayetteville Road, Suite 210, Durham, NC 27713, has purchased ASSIGNOR'S entire and full right, title, and interest in and to the inventions disclosed in the Patents:

NOW, THEREFORE, in consideration of sums paid by ASSIGNEE to ASSIGNOR, and for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents, does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire and full right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patent resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement. ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Patents before or after issuance.

IN TESTIMOI	NY WHEREOF, I hereunto set my hand and seal this 20 day of 50 / 2007.
By: _€	ne the
Title: CEO,	Concert Technology Corporation
Date: 7/	20/2007
State of North County of	Carolina URHAM
within instrument and	20 , 2007, before me appeared, personally, Hugh Svendsen, personally known e on the basis of satisfactory evidence) to be the person whose name is subscribed to the acknowledged to me that he executed the same in his authorized capacity(ies), and that in the instrument the person, or the entity upon behalf of which the person(s) acted
excepted the manualle	My Commission Expires 9-13-2009.
	M Ca.

WITNESS my hand and official seal.

ignature <u>Philippi</u> (Seal)

Confidential - 1

ASSIGNMENT

This Assignment made by ConPact, Inc. ("ConPact"), hereinafter referred to as assignor, a Delaware corporation with a principal place of business at 20 Depot Street, Suite 2A, City of Peterborough, State of New Hampshire, 03458;

WITNESSETH: That,

WHEREAS, the patent application(s) and patent(s) (hereinafter "the patents"), which are listed in attached Exhibit A, are hereby assigned to the assignor; and

WHEREAS, Dryden Enterprises, LLC ("Dryden"), a limited liability company duly organizes and existing under the laws of the State of Delaware and having a limited liability place of business at 1000 North West Street, Suite 1200, City of Wilmington, State of Delaware, 19801, hereinafter referred to as assignee, has acquired the entire right, title and interest in and to the patents;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assignor hereby sells, assigns, transfers, and sets over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the patents, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of the patents, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which the patents may be granted as fully and entirely as the same would have been held and enjoyed by assignor had this assignment and sale not been made.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents assignor is the sole and lawful owner of the entire right, title and interest in and to the patents and that the same are unencumbered, and that assignor has good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that assignor will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to assignee, its successors or assigns, but at its expense.

Said sale, conveyance, assignment, and transfer includes, without limitation, the rights to enforce, assert, and sue for past, present, and future infringement of the patents, and the rights to recover and collect for past, present, and future damages related to the patents.

IN WITNESS WHEREOF, the parties cause this document to be signed on their behalves:

For ConPact, Inc.:

G/19 2010

Hugh Svendsen

Chief Operating Officer

For Dryden Enterprises, LLC:

Date | 2010

Hugh Svendsen

Member

Exhibit A

Concert Ref.				T
No.	Title	Serial No.	Filing Date	Patent No.
A030	Hybrid Set-Top Box for Digital Entertainment Network	10/840,104	5/5/04	· decire ito.
A032	Playlist Downloading For Digital Entertainment Network	10/840,109	5/5/04	
A031	Device Discovery For Digital Entertainment Network	10/840,108	5/5/04	
A033	System and Method for Sharing Playlists	10/840,110	5/5/04	
A033DIV2	System and Method for Sharing Playlists	12/114,286	5/2/08	
A033DIV1	System and Method for Sharing Playlists	12/114,273	5/2/08	
A031DIV	Device Discovery For Digital Entertainment Network	12/019,015	1/24/08	

PATENT REEL: 028614 FRAME: 0643

RECORDED: 07/23/2012