

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rockstar Bidco, LP	05/09/2012
RECEIVING PARTY DATA	
Name:	ROCKSTAR CONSORTIUM US LP
Street Address:	Legacy Town Center 1
Internal Address:	7160 North Dallas Parkway, Suite No: 250
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13726894
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	22493-163CON (16889ROUS03)
NAME OF SUBMITTER:	Alan M. Weisberg
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

OP \$40.00 13726894

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of May 9, 2012 (the "Effective Date") by and between:

- (i) Rockstar Bidco, LP, a limited partnership organized under the laws of Delaware ("Assignor"), the address of which is Rockstar Bidco, LP, c/o Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 USA, ATTN: Marilyn Sobel; and
- (ii) Rockstar Consortium US LP, a limited partnership organized under the laws of Delaware ("Assignee"), the address of which is 2201 Lakeside Blvd, Suite 1N-110, Richardson, TX 75082, USA.

WITNESSETH:

WHEREAS, Assignor agreed to transfer certain assets of Assignor, including, without limitation, the patents, patent applications and provisional patent applications identified and set forth below; and

WHEREAS, Assignor now wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Patents (as defined below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts and acquires from Assignor, all of Assignor's right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in and to the following (collectively, the "Assigned Patent Assets"):

- (i) All of the patents, patent applications and provisional patent applications set forth on Schedule A attached hereto (collectively, the "Assigned Patents");
- (ii) all divisionals, continuations, continuations in part, substitutes, extensions, renewals, reissues, reexaminations, other applications and related cases (in each instance, whether pending, issued, abandoned or filed in the future) that have been or shall be filed anywhere in the world and that are based upon any of the Assigned Patents (all of the foregoing, collectively, "Related Cases");
- (iii) any inventions and improvements claimed or disclosed in any of the Assigned Patents or Related Cases, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor; and

- (iv) all causes of action, enforcement rights, infringement claims and other rights (including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement) based upon, arising out of or relating to any of the Assigned Patents or Related Cases.

Pursuant to the foregoing assignment, each of the Assigned Patent Assets shall hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. The assignment pursuant to this Section 1 includes, without limitation (A) the right, if any, to register or apply in all countries and regions in the Assignee's name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; (B) the right to apply for, prosecute, maintain and defend the Assigned Patent Assets (including the right to continue any such action underway and to revive any such action previously abandoned) before any public or private agency, office or registrar including by filing reissues, reexaminations, divisionals, continuations, continuations-in-part, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patent Assets; (C) the right, if any, to claim priority based on the filing dates of any of the Assigned Patents or Related Cases under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Patent Assets.

2. Authorization. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) to do the following: (a) to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents and Related Cases in the name of Assignee, as the assignee to the entire interest therein; and (b) to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned Patents and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents.

4. Disclaimer. There are no warranties, representations or conditions, express or implied, statutory or otherwise between the Parties under this Assignment. ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED PATENTS ARE CONVEYED WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING WITHOUT LIMITATION BY ASSIGNOR, OR ANY OF

ITS OFFICERS, DIRECTORS, EMPLOYEES, ACCOUNTANTS, FINANCIAL, LEGAL OR OTHER REPRESENTATIVES OR ANY AFFILIATE OF SUCH PERSON.

5. Governing Law. This Assignment shall be governed by the laws of the State of Delaware. Each of the parties hereto hereby irrevocably agrees that any legal suit, action or proceeding arising out of or based upon this Assignment shall be brought exclusively in the state or federal courts located in the Southern District of New York and waives, any objection such party may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of any such court in any such suit, action or proceeding.

6. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

ROCKSTAR CONSORTIUM US LP

By John P. Veschi
Name: JOHN P. VESCHI
Title: CEO

[Signature Page to Patent Assignment]

