

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/23/2010
CONVEYING PARTY DATA	
Name	Execution Date
Suomen Biisi Oy	12/20/2005
RECEIVING PARTY DATA	
Name:	Lauri Valjakka
Street Address:	Koulukatu 38 as. 26
City:	Lappeenranta
State/Country:	FINLAND
Postal Code:	53100
Name:	Pekka Pakarinen
Street Address:	Koulukatu 38 as. 26
City:	Lappeenranta
State/Country:	FINLAND
Postal Code:	53100
Name:	Juha Setala
Street Address:	Fredrikinkatu 75 A 3
City:	Helsinki
State/Country:	FINLAND
Postal Code:	00100
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10208685
CORRESPONDENCE DATA	
Fax Number:	6466664316

OP \$40.00 10208685

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: posti@seppolaine.fi
Correspondent Name: Seppo Laine Oy
Address Line 1: Itamerenkatu 3B
Address Line 4: Helsinki, FINLAND 00180

ATTORNEY DOCKET NUMBER:	SCIH1US
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NAME OF SUBMITTER:	Joshua P. Wert
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Total Attachments: 8

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : 10/208,685 Confirmation No. : 5482
Applicant : Lauri Valjakka
Filed : 07/30/2002
TC/AU : 2451
Examiner : Dhairya Patel

Attorney Docket No. : SCIH 1 US

Assignments
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

NUNC PRO TUNC ASSIGNMENT FILED

Sir:

In regards to the present application, a Nunc Pro Tunc assignment, hereafter ('the assignment'), signed December 20, 2005 is herein submitted. A copy of the original assignment carried out in Finnish is submitted, followed by a certified translation thereof into English. The assignment was signed on December 20, 2005 between Mr. Lauri Valjakka, Mr. Juha Setälä and Mr. Pekka Pakarinen and the company Suomen Biisi Oy.

Provision 8 c) of the assignment, *'the rights [to US 10/208,685]... assigned with this agreement to the company [Suomen Biisi Oy], are reassigned to the inventor [Mr. Lauri Valjakka], Pekka Pakarinen and Juha Setälä, if:... c) If the company [Suomen Biisi Oy] does not continue the patent application'* went in to effect on at least June 23, 2010 when the application was abandoned for failure to reply to an office action within the statutory time limit. As such, on at least June 23, 2010 the ownership of the application was reassigned from Suomen Biisi Oy to Mr. Lauri Valjakka, Mr. Juha Setälä and Mr. Pekka Pakarinen by provision 8 c) of the present assignment.

Attached is a copy of the abandonment mailed July 9, 2010 indicating that the application was abandoned on June 23, 2010 for failure to respond to the office action of December 23, 2010.

Respectfully submitted,

/ Joshua P. Wert Reg. No. 65880/

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2013-01-07

SOPIMUS e-3™DMS KEKSINÖN HYÖDYNTÄMISESTÄ

A. OSAPUOLET

1. Lauri Valjakka (201154-215E), Keksijä, oikeuksien luovuttaja

Osoite: Päivänkakkarakantie 3A 2

02270 Espoo

Puhelin: 050-4670090

2. Suomen Biisi Oy, Yhtiö, jolle oikeudet siirretään

Y-tunnus: 1060920-7

Osoite: Bulevardi 13

PL 294

00120 Helsinki

Puhelin: 09-47834400

Fax: 09-47834410

B. EHDOT

1. Tässä sopimuksessa DMS:llä tarkoitetaan digitaalisen median jakeluun kehitettyä ohjelmistoa ja siihen liittyvää innovaatiota, jolle on vireillä seuraavat patenttihakemukset:

Case No	Application No	Status	Publication No	Priority Date	Filing Date	Country
P28837B	US10/208685	PENDING	US2003-0093491	02-08-2001	30-07-2002	USA
P28837C	EP02751234.2	PENDING	EP1421755A	02-08-2001	31-07-2002	Europe
P28837D	RU2004105546	PENDING		02-08-2001	31-07-2002	Russia
P28837E	HUP0401180	PENDING		02-08-2001	31-07-2002	Hungary
P28837F	CN02813610.9	PENDING		02-08-2001	31-07-2002	China
P28837G	Not yet filed	NEW CA-PCT		02-08-2001	31-07-2002	Canada

2. Lauri Valjakka on DMS:n keksijä ja omistaja ja luovuttaa täällä sopimuksella itsellään olevat oikeudet tämän sopimuksen ehtojen mukaisesti Yhtiölle ja keksinnön immateriaalioikeudet jaetusti Pekka Pakariselle ja Juha Setälälle siten, että omistus jakautuu tämän sopimuksen allekirjoituksen jälkeen seuraavasti: Lauri Valjakka 33,33%, Pekka Pakarinen 33,33% ja Juha Setälä 33,33%.

3. DMTS:n kaupalliset sovellutukset ja lähdekoodit luovutetaan siinä kurssissa kuin se luovutushetkellä on ja Yhtiö tuntee tuotteen eikä voi vedota sen virheisiin.
4. Yhtiöllä on yksinomainen oikeus hyödyntää DMTS oikeuksia kaupallisesti.
5. Yhtiöllä on oikeus muuttaa ja kehittää ohjelmaa kaikin tavoin.
6. Yhtiöllä ei ole oikeutta edelleen luovuttaa näitä oikeuksia muuten kuin osana yhtiön normaalia liiketoimintaa. Tällöinkin Yhtiö vastaa siitä, että lisenssinseija sitoutuu noudattamaan tämän sopimuksen ehtojen mukaisia lisenssiehtoja.
7. Keksijä ja Yhtiö sitoutuvat olemaan kilpailematta toistensa kanssa tämän sopimuksen voimassaoloaikana lukuunottamatta kohdassa 6 mainittuja tilanteita.
8. Tämän sopimuksen yksinomaisuus ehto purkautuu Keksijälle, Pekka Pakarille sekä Juha Setälälle siirtyvät takaisin DMTS:n Yhtiölle lähtä sopimuksella siirtyneet hyödyntämisoikeudet mikäli:
 - a. Yhtiö ei jatka keksinnön kaupallista hyödyntämistä.
 - b. Yhtiö lopettaa liiketoimintansa tai ajautuu konkurssiin.
 - c. Mikäli yhtiö ei jatka patenttihakemusta
 - d. Mikäli Lauri Valjakan osuus Patentti-IPR-osakkuudesta laskee alle 33,33% omistussuuden, mikä prosenttiosuus on Lauri Valjakan tässä sopimuksessa tarkoitetun ohjelmiston IPR-omistuksen dilutaatio suoja lopulliseen IPR-luovutukseen asti. Lopullisella IPR-luovutuksella tarkoitetaan kaikkien tässä sopimuksessa mainittujen tahojen lupumista IPR-omistuksesta lopullisella kaupalla jollekin kolmannelle taholle erikseen sovitettavien kauppaehtojen mukaisesti.
 - e. Yhtiön osakkaat eivät tee sovittua osakekauppaa Lauri Valjakan 33,33% osakkuudesta, osakassopimusta ja työsopimusta Lauri Valjakan kanssa.

Helsingissä 20.12.2005

Keksijä:


Lauri Valjaka

Suomen Bilsi Oy


Juha Setälä


Pekka Pakarinen

AGREEMENT ON THE UTILIZATION OF THE e-3™ DMTS INVENTION

A. PARTIES

1. Lauri Valjakka (291154-215E), the Inventor, assignor of rights

Address: Päivänkakkarakantie 3 A 2
02270 Espoo
Telephone: 050-4670090

2. Suomen Biisi Oy, the Company to whom the rights will be assigned

Business ID: 1060920-7
Address: Bulevardi 13
PL 294
00120 Helsinki
Telephone: 09-47834400
Fax: 09-47834410

B. TERMS AND CONDITIONS

1. In this Agreement, DMTS refers to software developed for the distribution of digital media, for which the following patent applications are pending:

Case No	Application No	Status	Publication No	Priority Date	Filing Date	Country
P28837B	US10/208685	PENDING	US2003-0093491	02-08-2001	30-07-2002	USA
P28837C	EPO2751234.2	PENDING	EP1421759A	02-08-2001	31-07-2002	Europe
P28837D	RU2004106546	PENDING		02-08-2001	31-07-2002	Russia
P28837E	HUP0401180	PENDING		02-08-2001	31-07-2002	Hungary
P28837F	CN02918610.9	PENDING		02-08-2001	31-07-2002	China
P28837G	Not yet filed	NEW CA-PCT		02-08-2001	31-07-2002	Canada

2. Lauri Valjakka is the Inventor and owner of DMTS and transfers with this Agreement his rights to the Company according to the terms and conditions of this Agreement, and the intellectual property rights to the invention to Pekka Pakarinen and Juha Setälä so that upon the signing of this Agreement, the ownership is divided as follows: Lauri Valjakka 33.33%, Pekka Pakarinen 33.33% and Juha Setälä 33.33%.
3. The commercial applications and source codes of DMTS are assigned in their present condition at the time of the assignment, and the Company is familiar with the product and cannot claim that the product is defective.



4. The Company has an exclusive right to utilize the DMTS rights commercially.
5. The Company has the right to alter and develop the program in any way they wish.
6. The Company is not entitled to reassign these rights other than as part of the company's ordinary business activities. Even in that case, the Company is in charge of ensuring that the licensee undertakes to comply with the licensing clauses given in this Agreement.
7. The Inventor and the Company shall not compete with each other during the term of this Agreement, apart from the situations given in paragraph 6.
8. The exclusive nature of this Agreement is terminated and the rights of utilization of DMTS, assigned with this Agreement to the Company, are reassigned to the Inventor, Pekka Pakarinen and Juha Setälä, if:
 - a) The company ceases to utilize the invention commercially.
 - b) The company goes out of business or is declared bankrupt.
 - c) If the company does not continue the patent application.
 - d) If Lauri Valjakka's share of the Patent IPR holding falls below 33.33%, which percentage is the dilution protection of Lauri Valjakka's software IPR ownership referred to in this agreement until the final IPR assignment. The final IPR assignment refers to the renunciation by all the parties referred to in this agreement of their IPR ownership by a final sale to a third party according to separately agreed terms of sale.
 - e) The stockholders of the company do not conclude the agreed stock transaction with Lauri Valjakka for a 33.33% share, a stockholder agreement and an employment contract with Lauri Valjakka.

Helsinki, December 20, 2005

The Inventor: Suomen Biisi Oy

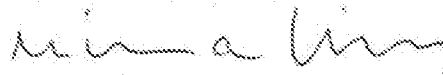
[signed]
Lauri Valjakka

[signed]
Juha Setälä

[signed]
Pekka Pakarinen

I hereby certify the above to be a true and correct translation of the attached Finnish document.

Lappeenranta, Finland, September 24, 2012


Minna Viskari
Authorized Translator
(Act 1231/2007)





UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/208,685

07/30/2002

Lauri Valjakka

177145 (8830-114)

5482

23973

7590

07/09/2010

DRINKER BIDDLE & REATH
ATTN: INTELLECTUAL PROPERTY GROUP
ONE LOGAN SQUARE, SUITE 2000
PHILADELPHIA, PA 19103-6996

EXAMINER

PATEL, DHAIRYA A

ART UNIT

PAPER NUMBER

2451

NOTIFICATION DATE

DELIVERY MODE

07/09/2010

ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

DBRIPDocket@dbr.com
penelope.mongelluzzo@dbr.com

Notice of Abandonment	Application No.	Applicant(s)	
	10/208,685	VALJAKKA ET AL.	
	Examiner	Art Unit	
	Dhairya A. Patel	2451	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address--

This application is abandoned in view of:

1. ☒ Applicant's failure to timely file a proper reply to the Office letter mailed on 23 December 2009.
 - (a) ☐ A reply was received on _____ (with a Certificate of Mailing or Transmission dated _____), which is after the expiration of the period for reply (including a total extension of time of _____ month(s)) which expired on _____.
 - (b) ☐ A proposed reply was received on _____, but it does not constitute a proper reply under 37 CFR 1.113 (a) to the final rejection.
(A proper reply under 37 CFR 1.113 to a final rejection consists only of: (1) a timely filed amendment which places the application in condition for allowance; (2) a timely filed Notice of Appeal (with appeal fee); or (3) a timely filed Request for Continued Examination (RCE) in compliance with 37 CFR 1.114).
 - (c) ☐ A reply was received on _____ but it does not constitute a proper reply, or a bona fide attempt at a proper reply, to the non-final rejection. See 37 CFR 1.85(a) and 1.111. (See explanation in box 7 below).
 - (d) ☒ No reply has been received.
2. ☐ Applicant's failure to timely pay the required issue fee and publication fee, if applicable, within the statutory period of three months from the mailing date of the Notice of Allowance (PTOL-85).
 - (a) ☐ The issue fee and publication fee, if applicable, was received on _____ (with a Certificate of Mailing or Transmission dated _____), which is after the expiration of the statutory period for payment of the issue fee (and publication fee) set in the Notice of Allowance (PTOL-85).
 - (b) ☐ The submitted fee of \$_____ is insufficient. A balance of \$_____ is due.
The issue fee required by 37 CFR 1.18 is \$_____. The publication fee, if required by 37 CFR 1.18(d), is \$_____.
 - (c) ☐ The issue fee and publication fee, if applicable, has not been received.
3. ☐ Applicant's failure to timely file corrected drawings as required by, and within the three-month period set in, the Notice of Allowability (PTO-37).
 - (a) ☐ Proposed corrected drawings were received on _____ (with a Certificate of Mailing or Transmission dated _____), which is after the expiration of the period for reply.
 - (b) ☐ No corrected drawings have been received.
4. ☐ The letter of express abandonment which is signed by the attorney or agent of record, the assignee of the entire interest, or all of the applicants.
5. ☐ The letter of express abandonment which is signed by an attorney or agent (acting in a representative capacity under 37 CFR 1.34(a)) upon the filing of a continuing application.
6. ☐ The decision by the Board of Patent Appeals and Interference rendered on _____ and because the period for seeking court review of the decision has expired and there are no allowed claims.
7. ☒ The reason(s) below:

A call was made to applicant's representative Michael Berman (Reg. # 51,464) on 7/1/2010 regards status of the application. Mr. Berman confirmed no response was filed in response to non-final rejection mailed on 12/23/2009. Therefore, case is abandoned.

/John Follansbee/
Supervisory Patent Examiner, Art Unit 2451

Petitions to revive under 37 CFR 1.137(a) or (b), or requests to withdraw the holding of abandonment under 37 CFR 1.181, should be promptly filed to minimize any negative effects on patent term.