## 502196443 01/16/2013

### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Matthew FATA	01/15/2013
Anthony VIRTUOSO	01/15/2013

### RECEIVING PARTY DATA

Name:	NOMURA HOLDINGS, INC.	
Street Address:	1-9-1 NIHONBASHI	
Internal Address:	сниоки	
City:	токуо	
State/Country:	JAPAN	
Postal Code:	103-8645	

# PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	13740881
PCT Number:	US1321436

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	449205-0056 & 449205-0057
NAME OF SUBMITTER:	lan G. DiBernardo

### Total Attachments: 3

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> PATENT REEL: 029636 FRAME: 0520

13740881

CH \$80.00

Docket No.: 449205-0056

## ASSIGNMENT

WHEREAS We, Matthew FATA and Anthony VIRTUOSO, (Assignors) have made or contributed to a certain new and useful invention, development, design and/or subject matter as set forth in a U.S. Application Serial No. 13/740,881 and International Application No. PCT/US13/21436, both entitled METHODS AND SYSTEMS FOR MONITORING MULTICAST AVAILABILITY and filed on January 14, 2013;

WHEREAS I hereby declare and provide the following statement: (1) the application was made or was authorized to be made on my behalf; (2) I believe I am the original inventor or an original joint inventor of a claimed invention in the application; and (3) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that any willful false statement made in such declaration or statement is punishable under section 1001 of title 18 by fine or imprisonment of not more than 5 years, or both.

AND WHEREAS, **NOMURA HOLDINGS**, **INC**. having an address of 1-9-1 NIHONBASHI, CHUO-KU, TOKYO, 103-8645 JAPAN, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefore (Assignee);

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, transfer and set jointly over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention development, design and/or subject matter as set forth in the above mentioned application(s) and/or patent(s), and any modifications and/or improvements relating thereto (hereinafter "invention"), and any additional patent applications and patents in the United States and foreign countries, and any provisional applications, including U.S. Provisional Patent Application No. 61/586,296, original applications, non-provisional applications, formal applications, continuation applications, continuations-in-part applications, continued prosecution applications, request for continued examination applications, divisional applications, reissue applications, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued or have already issued for said invention and any additional inventions, developments, designs and/or subject matter relating to said invention (hereinafter "related inventions"), and all proprietary, trade secret, intellectual property and/or confidential rights related to said invention and related inventions, and all rights to claim priority therefrom and/or thereto; and any copyright or designs associated with or in said invention and related inventions; and all rights of action and damages for any past, present or future infringement relating thereto, including all rights of actions and damages from publication of the patent applications and/or issuance of any patent relating thereto;

UPON SAID CONSIDERATIONS, Assignors hereby agree with the said Assignee that Assignors will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignors will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining said invention, related inventions, provisional applications, original applications, non-provisional applications, formal applications, continuation applications, continuation applications, applications, request for continued examination applications,

divisional applications, reissue applications, re-examinations, extensions thereof, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignors and Assignee;

The undersigned hereby grant(s) the firm of Stroock & Stroock & Lavan LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

AND Assignors request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention and related inventions to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention or related inventions covered thereby.

MATTHEW FATA

COUNTY OF New YORK ) SS:

On this / day of January, 2013, before me personally appeared Matthew FATA, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

My commission expires March 27, 2014

JILL KAREN FISHER Notary Public, State of New York No. 01F16142862 Qualified in New York County Commission Expires March 27, 20,

Docket No.: 449205-0056

ANPHONY VIRTUOSO

STATE OF NEW YORK )
COUNTY OF NEW YORK )
SS:

On this / day of January , 2013, before me personally appeared Anthony VIRTUOSO, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

My commission expires March 27, 2014

JILL KAREN FISHER Notary Public, State of New York No. 01FH6142862 Qualified in New York County Commission Expires March 27, 2014

**RECORDED: 01/16/2013**