

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEC Corporation	02/14/2013
RECEIVING PARTY DATA	
Name:	Dr. Ingemar J. Cox
Street Address:	7 The Gallery, 38 Ludgate Hill
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 7DE
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8010988
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Total Attachments: 9 source=QuitClaimAgreement#page1.tif source=QuitClaimAgreement#page2.tif source=QuitClaimAgreement#page3.tif source=QuitClaimAgreement#page4.tif source=QuitClaimAgreement#page5.tif source=QuitClaimAgreement#page6.tif source=QuitClaimAgreement#page7.tif source=QuitClaimAgreement#page8.tif source=QuitClaimAgreement#page9.tif	

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## QUIT CLAIM AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Dr. Ingemar J. Cox, an individual residing at 7 The Gallery, 38 Ludgate Hill, London UK EC4M 7DE ("Dr. Cox"), and NEC Corporation, a Japanese corporation having its place of business at 7-1 Shiba 5-chome, Minato-ku, Tokyo 108-8001 Japan ("NEC"), acting on behalf of itself and NEC Affiliates (hereinafter defined), and is effective as of February 14, 2013 ("Effective Date"). Dr. Cox and NEC may be referred to, singularly, as a "Party", and collectively, as the "Parties."

WHEREAS, Dr. Cox is the sole inventor on certain patents (the "Subject Patents," as defined below); and

WHEREAS, Dr. Cox was previously retained as a consultant and otherwise employed by NEC Research Institute, Inc., now NEC Laboratories Americas, Inc.; and

WHEREAS, Dr. Cox and NEC desire to clear title over the Subject Patents.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and obligations herein, and for other good and valuable consideration, which is hereby acknowledged as being received, the Parties hereby agree as follows:

### Article I: Definitions

As used herein, the terms below have the following meanings. Any such terms, unless the context otherwise requires, may be used in the singular or the plural or the present or past tense, depending on the reference.

1.1 "After Acquired Affiliate" shall mean any Person who before the Effective Date is not an NEC Affiliate, but who, after the Effective Date is directly, or indirectly through one or more intermediaries, is controlled by NEC and only so long as it remains an After Acquired Affiliate of NEC.

1.2 "Acquisition Date" shall mean, for each After Acquired Affiliate, the date upon which that Person became an After Acquired Affiliate (e.g., the date on which the Person was created or the date in which the Person was acquired by NEC).

1.3 "NEC Affiliates" shall mean any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, NEC as of the Effective Date and only for so long as it remains an affiliate of NEC.

1.4 "NEC Entity" shall mean NEC, an NEC Affiliate and/or an After Acquired Affiliate.

1.5 "NEC Branded product" shall mean any product sold under a trademark (an identifier to show that a product was manufactured or sold by or for an NEC Entity) owned by an NEC Entity.

1.6 "Person" shall mean any natural person, corporation, company, partnership (general or limited) limited liability company, business trust, governmental authority, firm, association, trust or other entity.

1.7 "Subject Patents" shall mean the United States Patents and patent applications identified in Exhibit 1 attached hereto, as well as:

- (i) any and all patents and patent applications that share a common claim of priority, in whole or part, of such patents and patent applications identified in Exhibit 1 including, but not limited to, any predecessors (e.g., parents, grandparents etc.), divisions, continuations, continuations-in-part, reexaminations, renewals, extensions, and reissues, as well as all United States and foreign corresponding patents resulting therefrom; and
- (ii) any other patents and patent applications whose claim to priority is based, in whole or in part, upon any of patents or patent applications identified in (i) above, as well as all United States and foreign corresponding patents resulting therefrom,

collectively (the "Subject Patents").

1.8 "NEC products" shall mean any NEC Branded products manufactured or sold by or for an NEC Entity, which practice one or more claims of the Subject Patent at the time such product is manufactured or sold by an NEC Entity.

#### **Article II: Acknowledgment of Ownership**

2.1 NEC, on behalf of itself, its predecessors-in-interest, and NEC Affiliates (including, but not limited to, NEC Laboratories Americas, Inc.), hereby acknowledges that:

- a. They will not, hereafter, make any claim to any right title and interest in the Subject Patents; and
- b. They have no claim of ownership through joint inventorship by any of their employees, consultants, or otherwise in the Subject Patents, and do not and will not challenge Dr. Ingemar J. Cox's claim that he is the sole inventor and owner of all right title and interest in the Subject Patents.

#### **Article III: Mutual Releases**

3.1 Except for the obligations to be performed under this Agreement, Dr. Cox, on behalf of himself and his respective successors and assigns, hereby irrevocably releases and forever discharges NEC, NEC Affiliates and their respective vendors, contractors, partners, customers, purchasers, distributors, resellers and users, including their respective officers, directors, shareholders, employees, agents, successors and assigns, but only with respect to NEC products, from all claims, demands, obligations, liabilities, damages, costs, fees, expenses, actions, causes of action, or suits at law or in equity, of whatever kind or nature, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, relating in any way to the Subject Patents, but only with respect to NEC products which practice one or more claims of the Subject Patents, arising on or before the Effective Date.

3.2 Except for the obligations to be performed under this Agreement, NEC, on behalf of itself, its predecessors-in-interest, and NEC Affiliates, and their respective officers, directors,

employees, agents, servants, divisions, subsidiaries, receivers, sureties, insurers, attorneys, successors, predecessors, assigns, heirs, executors, and administrators, hereby releases and discharges Dr. Cox, and his agents, servants, receivers, sureties, insurers, attorneys, successors, predecessors, assigns, heirs, executors, and administrators, from any and all claims, demands, damages, actions and causes of action of any kind, known or unknown, certain or speculative, at law or in equity, which was or could have been asserted against Dr. Cox relating in any way to the Subject Patents prior to the Effective Date, including but not limited to the transfer and/or failure to transfer one or more of the Subject Patents.

#### **Article IV: Quit Claim Assignment**

4.1 Notwithstanding the foregoing, to the extent that NEC and/or any NEC Affiliates have any rights to the Subject Patents, NEC, on behalf of itself and any and all NEC Affiliates, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby quitclaims, sells, assigns, transfers and conveys to Dr. Cox, his heirs, successors, legal representatives and assigns, and Dr. Cox hereby accepts: (1) any right, title, and interest NEC and/or any NEC Affiliates may have to the Subject Patents, and (2) any claims for damages and all remedies arising out of any violation of the rights assigned hereby that NEC and/or any NEC Affiliates may have that may have accrued prior to Effective Date of this Agreement, or may accrue thereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Subject Patents before or after issuance.

#### **Article V: Covenant Not To Sue**

5.1 Dr. Cox agrees for himself, and any successors and assigns of the Subject Patents, in whole or in part, that they all will not, at any time or in any capacity, assert any claim or commence or prosecute any action, suit or process, against NEC, NEC Affiliates, and their respective vendors, contractors, partners, customers, purchasers, distributors, resellers and users, but only with respect to NEC products which infringe, directly or indirectly, one or more claims of the Subject Patents. This covenant shall not apply to any third party products, and shall not apply to the combination of NEC products and third party products if the NEC product itself does not directly or indirectly infringe one or more claims of the Subject Patents. To the extent that the NEC Products are modified by a third party after their sale by NEC and/or NEC

Affiliates, and the reason such products infringe one or more of the claims of the Subject Patents is due to such modification, then this covenant shall also not apply.

5.2 Dr. Cox agrees for himself, and any successors and assigns of the Subject Patents, in whole or in part, that they all will not, at any time or in any capacity, assert any claim or commence or prosecute any action, suit or process, against an After Acquired Affiliate, and their respective vendors, contractors, partners, customers, purchasers, distributors, resellers and users, but only with respect to NEC products made used and/or sold after the Acquisition Date by that After Acquired Affiliate while it is so affiliated with NEC, which products practice one or more claims of the Subject Patents. This covenant shall not apply to any third party products, and shall not apply to the combination of NEC products and third party products if the NEC product itself does not directly or indirectly infringe one or more claims of the Subject Patents. To the extent that the NEC products are modified by a third party after their sale by NEC and/or NEC Affiliates, and the reason such products infringe one or more of the claims of the Subject Patents is due to such modification, then this covenant shall also not apply. This Covenant shall not apply to any infringing product line (i.e., any product which directly or indirectly infringes one or more claims of the Subject Patents) sold by the After Acquired Affiliate before the Acquisition Date nor to any product line which is an extension or successor to such product line.

#### Article VI: Other Provisions

6.1 If any of the provisions of this Agreement shall contravene the laws of any country or other jurisdiction, it is agreed that such invalidity or illegality shall not invalidate this Agreement, but instead this Agreement shall be construed as if it did not contain the provisions claimed or held to be invalid or illegal in the particular jurisdiction concerned, insofar as such construction does not materially affect the substance of this Agreement, and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. In the event, however, that such claimed invalidity or illegality shall substantially alter the relationship between the Parties hereto materially affecting adversely the interest of either Party in such jurisdiction, then the Parties hereto shall negotiate an alternative provision not conflicting with such laws so as to maintain, to the degree reasonably possible, the business and economic benefits and liabilities as initially set forth herein. If such invalidity or illegality is such that it is not possible to reasonably restore the

business and economic benefits and liabilities of the Parties, then the Party whose interests are adversely affected shall have the right to terminate only that portion of this Agreement that is materially impacted by such invalidity or illegality.

6.2 The terms of this Agreement shall be binding upon the direct or indirect successors or assigns of the Parties.

6.3 In the event of a transfer or assignment of one or more patents or patent applications of the Subject Patents by Dr. Cox, the assignees or transferees of any of the Subject Patents shall recognize this Agreement as a condition of the transfer and the assignment or transfer of any of the Subject Patents shall be made subject to this Agreement. Dr. Cox shall arrange for the recordation of this Agreement with the U.S. Patent and Trademark Office.

6.4 This Agreement sets forth the entire agreement and understanding between the Parties and supersedes and cancels all previous negotiations and commitments, whether oral or in writing, with respect to the subject matter described herein, and no Party shall be bound by any term, clause, provision, or condition except as expressly provided in this Agreement.

6.5 The rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with laws of the State of New York, without reference to conflicts of laws principles.

6.6 This Agreement is, and any amendment hereof, shall be written in English. Notwithstanding that this Agreement, or any amendment hereof, may be translated into a different language, the English language version of this Agreement and any such amendment shall govern.

6.7 This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have executed this Agreement as of the Effective Date.

NEC Corporation, on its behalf and on behalf of NEC Affiliates, and their predecessors-in-interest.

Signature: 


Date: February 14, 2013

Printed Name: Yoshinobu Matsumoto

Title: General manager

Technologies and Intellectual Property Licensing Division

**Dr. Ingemar J. Cox**

Signature: 

Date: February 14, 2013

Printed Name: Dr. Ingemar J. Cox



## **Exhibit 1**

### **The Patents**

<b><u>Patent No.</u></b>	<b><u>Title</u></b>	<b><u>Issue Date</u></b>
US Patent #7,058,223	IDENTIFYING WORKS FOR INITIATING A WORK-BASED ACTION, SUCH AS AN ACTION ON THE INTERNET	June 6, 2006
US Patent #8,010,988	USING FEATURES EXTRACTED FROM AN AUDIO AND/OR VIDEO WORK TO OBTAIN INFORMATION ABOUT THE WORK	August 30, 2011
US Patent #8,020,187	IDENTIFYING WORKS, USING A SUB LINEAR TIME SEARCH OR A NON EXHAUSTIVE SEARCH, FOR INITIATING A WORK-BASED ACTION, SUCH AS AN ACTION ON THE INTERNET	September 13, 2011
US Patent #8,205,237	IDENTIFYING WORKS, USING A SUB-LINEAR TIME SEARCH, SUCH AS AN APPROXIMATE NEAREST NEIGHBOR SEARCH, FOR INITIATING A WORK-BASED ACTION, SUCH AS AN ACTION ON THE INTERNET	June 19, 2012

**Patent App. No.**

US Pat. App. No.  
13/338,079

**Title**

METHOD FOR USING  
EXTRACTED FEATURES FROM  
AN ELECTRONIC WORK

**Publication No. & Date**

N/A

**Provisional App. No.**

US Provisional App. No.  
60/232,618

**Title**

IDENTIFYING AND LINKING  
TELEVISION AUDIO, PRINT  
AND OTHER MEDIA TO THE  
INTERNET

**Filing Date**

September 14, 2000