

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Capstar Investment Partners, LP	06/27/2001
RECEIVING PARTY DATA	
Name:	ClickRadio, Inc.
Street Address:	251 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13891330
CORRESPONDENCE DATA	
Fax Number:	9192339907
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9192331942
Email:	cheryl.ramey@scenelabs.com
Correspondent Name:	Cheryl Ramey
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Address Line 2:	Suite 303
Address Line 4:	Raleigh, NORTH CAROLINA 27607
ATTORNEY DOCKET NUMBER:	CT-RAD-005C2/US
NAME OF SUBMITTER:	Jeanine Young
Signature:	/Jeanine Young/
Date:	05/20/2013
Total Attachments: 4 source=CT-RAD-005C2US-Assignment.to.Clickradio_Redacted#page1.tif source=CT-RAD-005C2US-Assignment.to.Clickradio_Redacted#page2.tif source=CT-RAD-005C2US-Assignment.to.Clickradio_Redacted#page3.tif source=CT-RAD-005C2US-Assignment.to.Clickradio_Redacted#page4.tif	

OP \$40.00 13891330

ASSIGNMENT AND BILL OF SALE

Effective Date: June 27, 2001

1. FOR GOOD AND SUFFICIENT CONSIDERATION, the receipt of which is hereby acknowledged, CAPSTAR INVESTMENT PARTNERS, LP, a Texas limited partnership, having a place of business at 600 Congress Avenue, Suite 1400, Austin, TX 78701 ("Seller"), by these presents does hereby grant, bargain, sell, transfer, assign, convey and deliver to CLICKRADIO, INC., a Delaware corporation, having a place of business at 251 Park Avenue South, New York, NY 10010, and its successors and assigns (individually and collectively, "Buyer"), effective as of the Effective Date written above, all of Seller's right, title and interest (of every kind and description) in and to each and all of the following assets (individually and collectively, the "Assets") of Seller, wherever situated, as they exist on the date hereof:

(a) The United States Patent Applications identified below (copies of which Applications are respectively attached hereto as Exhibits A through F):

<u>Inventor(s)</u>	<u>Title</u>	<u>Date Filed</u>	<u>Serial No.</u>
DeBonet and Viola	A Personal Broadcast Server System for Providing a Customized Broadcast		09/656,765
[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]

(b) All patent applications that have been filed (or prepared for filing) in a jurisdiction outside the United States which are based upon any of the aforesaid U.S. Patent Applications (including, but not limited to, filings with the European Patent Office, under the Paris International Convention or under the Patent Cooperation Treaty); a complete list of which foreign patent applications is attached hereto as Exhibit G.

(c) All tangible and computer-based files, records and documents (of every kind and description) evidencing the assignments and transfers: (i) from the respective inventors of the aforesaid U.S. and foreign patent applications (individually and collectively, the "Applications") to DeBonet Technologies ("DBT") of said inventors' respective rights, title and interest in and to the Applications; and (ii) from DBT to Seller of DBT's rights, title and interest in and to the Applications.

(d) All tangible and computer-based files, records and documents (of every kind and description) relating to the Applications which are in the possession or control of (i) DBT, (ii) Seller, (iii) the law firm of Graves, Dougherty, Hearon & Moody or (iv) any other domestic or foreign law firm that has rendered services in connection with the preparation or filing of any of the aforesaid U.S. or foreign patent applications.

TO HAVE AND TO HOLD the Assets unto Buyer and its successors and assigns, to and for its and their use forever.

2. Seller hereby constitutes and appoints Buyer and its successors and assigns as Seller's true and lawful attorney, with full power of substitution, in Seller's name and stead, by, on behalf of and for the benefit of Buyer and its successors and assigns: (i) to demand and receive any and all of the Assets and to give receipts and release for and in respect of the same; (ii) from time to time to institute and prosecute in Seller's name or otherwise, at the expense and for the benefit of Buyer and its successors and assigns, any and all proceedings (at law, in equity or otherwise) which Buyer or its successors or assigns may deem proper for the collection or reduction to possession of any of the Assets or the enforcement of any claim or right of any kind hereby sold, conveyed, transferred, assigned and delivered (or intended so to be); and (iii) to do all acts and the things in relation to the Assets which Buyer or its successors or assigns shall deem desirable; Buyer and Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Buyer and Seller in any manner or for any reason whatsoever.

3. Seller, for itself and its successors and assigns, agrees that, at any time and from time to time forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and/or deliver (or cause to be done, executed, acknowledged and delivered), as the case may be, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer and its successors and assigns title in and to the Assets. Without limiting the generality of the foregoing, Seller will use its reasonable best efforts to provide Buyer such assistance as Buyer may reasonably request in connection with matters relating to the prosecution of the Applications before the various patent offices in which the Applications are pending, including by obtaining the inventors' (i) review and execution of documents required by these patent offices and (ii) cooperation and assistance in connection with any judicial or administrative proceeding relating to the Applications or to patents issuing on any of the Applications.

4. Seller represents, warrants and covenants that: (i) Seller has full power and authority to enter into and perform this Assignment and Bill of Sale and to consummate the transactions contemplated hereby; (ii) this Assignment and Bill of Sale constitutes Seller's valid and legally binding obligation, enforceable in accordance with its terms; (iii) Seller has good and marketable title to the Assets, free of all liens, claims and encumbrances of any kind; (iv) Seller will warrant and defend the sale of the Assets against any and every person or persons making claim against any or all of them; and (v) Seller will take all steps reasonably necessary to put Seller and its successors and assigns in actual possession and operating control of the Assets.

5. The parties expressly agree that this Assignment and Bill of Sale shall not in any way mean or imply that Buyer is (i) purchasing DBT as a going concern or (ii) accepting any liabilities or obligations of DBT, Seller or any of their respective affiliates. Seller shall indemnify and hold harmless Buyer from and against all such liabilities or obligations. Without limiting the generality of the foregoing, Seller represents, warrants and covenants that all fees and disbursements of all legal counsel who have, at any time before the date hereof, rendered services in connection with the Applications have been paid in full or will hereafter be paid in full by Seller.

6. Any individual, partnership, corporation or other entity may rely without further inquiry upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification, affidavit or jurat by any notary public of any state relating to the authorization, execution and delivery of this Assignment and Bill of Sale or to the authenticity of any copy hereof, conformed or otherwise.

7. (a) **EXCEPT AS OTHERWISE PROVIDED HEREIN, THE ASSETS ASSIGNED UNDER THIS AGREEMENT ARE ASSIGNED "AS IS" WITH ALL FAULTS, LATENT AND PATENT, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED. BY WAY OF EXAMPLE (BUT NOT OF LIMITATION), SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE ASSETS WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.**

(b) **SELLER AND ITS AFFILIATES SHALL NOT BE HELD TO ANY LIABILITY WITH RESPECT TO ANY PATENT INFRINGEMENT OR OTHER CLAIM MADE BY BUYER OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF, THE ASSETS.**

(c) Neither party hereto will under any circumstance (whether as a result of breach of contract, breach of warranty, delay, negligence, tort or otherwise) be liable to the other party or to any third party for any consequential, incidental, special, punitive or exemplary damages and/or loss of profits or revenues of the other party or any third party arising out of this Assignment and Bill of Sale.

8. This Assignment and Bill of Sale shall be binding upon Seller, Buyer and their respective successors and assigns. This Assignment and Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its principles of conflicts of law.

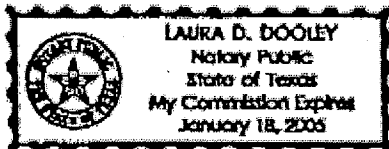
IN WITNESS WHEREOF, this Bill of Sale and General Assignment has been duly executed and delivered by Seller.

CAPSTAR INVESTMENT PARTNERS, LP
By Capstar Partners, LLC, its general partner

By: *Lew Little, Jr.*
Lew Little, Jr.
President

STATE OF TEXAS }
COUNTY OF TRAVIS } ss.

On this 27th day of June, 2001, personally appeared Lew Little, Jr. to me known and known to me to be the representative of the Seller named above and, for the purposes hereof, an authorized representative of the Seller named above, and acknowledged that he/she executed the foregoing Assignment and Bill of Sale on behalf of said Seller and pursuant to authority duly received.



Laura D. Dooley
Notary Public

ACCEPTED AS OF THE
EFFECTIVE DATE BY:

CLICKRADIO, INC.

By: *Lawrence J. Studnicki III*
Lawrence J. Studnicki III
SVP/General Counsel