

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2686176

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NORTEL NETWORKS LIMITED	07/29/2011
RECEIVING PARTY DATA	
Name:	ROCKSTAR BIDCO LP
Street Address:	1285 AVENUE OF THE AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14131131
CORRESPONDENCE DATA	
Fax Number:	
Phone:	9727312288
Email:	dallaspatents@dfw.conleyrose.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CONLEY ROSE, P.C.
Address Line 1:	5601 GRANITE PARKWAY
Address Line 2:	SUITE 500
Address Line 4:	PLANO, TEXAS 75024
ATTORNEY DOCKET NUMBER:	4135-02101
NAME OF SUBMITTER:	RODNEY B. CARROLL
Signature:	/Rodney B. Carroll/
Date:	01/15/2014

**Total Attachments: 23**

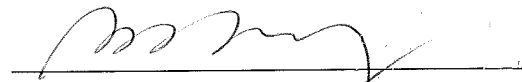
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page1.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page2.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page3.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page4.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page5.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page6.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page7.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page8.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page9.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page10.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page11.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page12.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page13.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page14.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page15.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page16.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page17.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page18.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page19.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page20.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page21.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page22.tif  
source=ExecutedAssignment\_NortelNetwork\_to\_RockstarBIDCO#page23.tif

**CANADA** )  
 )  
**PROVINCE OF ONTARIO** )  
 )  
 )  
 )  
**TO WIT:** )

I, **MICHAEL DUNLEAVY**, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in the City of Ottawa, in the said Province DO HEREBY CERTIFY that the paper writing hereto annexed, the first page of which is stamped with an impression of my seal, is a true and correct photostatic copy of a document purporting to be the original Patent Assignment entered into between Nortel and Rockstar Bidco, LP, the said photostatic copy having been compared by me with the said original document, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

**DATED** at Ottawa, this 8th day of January, 2014.

Michael W. Dunleavy



A Notary Public in and for the  
Province of Ontario

**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT ("**Assignment**") dated as of July 29, 2011 (the "**Effective Date**") by and between (i) Nortel Networks Corporation, a corporation organized under the laws of Canada ("**NNC**"); (ii) Nortel Networks Limited, a corporation organized under the laws of Canada ("**NNL**"); (iii) Nortel Networks Inc., a corporation organized under the laws of Delaware ("**NNI**," and, together with NNC and NNL, the "**NA Sellers**"); (iv) the entities listed in Exhibit A to the ASA (as defined below) (the "**EMEA Sellers**"), which, in the case of Nortel Networks UK Limited (in administration) ("**NNUK**"), Nortel Networks France S.A.S. (in administration) and Nortel GmbH (in administration) are acting by Alan Robert Bloom, Stephen John Harris, Alan Michael Hudson and Christopher John Wilkinson Hill of Ernst & Young LLP (the "**UK Joint Administrators**") and in the case of Nortel Networks (Ireland) Limited (in administration) ("**NN Ireland**") is acting by David Hughes of Ernst & Young Chartered Accountants and Alan Robert Bloom (the "**Irish Joint Administrators**") (the UK Joint Administrators and the Irish Joint Administrators being collectively, the "**Joint Administrators**"), and in the case of Nortel Networks S.A. (in administration and *liquidation judiciaire*) ("**NNSA**") is acting by the UK Joint Administrators and Maître Cosme Rogeau, 26 avenue Hoche, 78000 VERSAILLES appointed as *mandataire liquidateur* by the French Court (as defined below) (the "**French Liquidator**"), the Joint Administrators act as agents of the EMEA Sellers without any personal liability and the French Liquidator acts as agent of NNSA without any personal liability; (v) the entities listed in Exhibit B to the ASA (the "**Other Sellers**") and, together with the NA Sellers and the EMEA Sellers, the "**Assignors**"; and (vi) Rockstar Bidco, LP, a limited partnership organized under the laws of Delaware ("**Assignee**").

WITNESSETH:

WHEREAS Assignors and Assignee and certain other parties have entered into an Asset Sale Agreement, dated June 30, 2011 (hereinafter the "**ASA**"), pursuant to which Assignors have agreed to sell, and Assignee has agreed to purchase, certain Assets (as defined in the ASA) of Assignors, including, without limitation, the patents, patent applications and provisional patent applications identified and set forth on Schedule A attached hereto (such patents, patent applications and provisional patent applications, the "**Assigned Patents**"); and

WHEREAS, pursuant to the ASA, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all of their worldwide right, title and interest in and to the Assigned Patents.

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

1. Assignment. Pursuant to and subject to the terms and conditions of the ASA, Assignors hereby assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest throughout the world in and to the Assigned Patents, any inventions and improvements claimed or disclosed therein, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor in the United

States, its territorial possessions and all foreign countries, and in and to any and all reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions thereof, and all other applications relating thereto which shall be filed by the Assignee or its assignees in the United States, its territorial possessions and all foreign countries, 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 Assignors if this Assignment had not been made, together with (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 prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications relating to the Assigned Patents; (C) the right, if any, to claim priority based on the filing dates of any of the Assigned Patents 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 Assignors in all matters related thereto.

2. Cooperation. At Assignee's cost, Assignors shall use reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to those Assigned Patents assigned to it hereunder, including, without limitation, entering into individual patent assignment agreements (in one or more languages) for the purposes of evidencing and recording Assignee's rights in the Assigned Patents.

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. The Assignors hereby authorize 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 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.

4. Disclaimer. There are no warranties, representations or conditions, express or implied, statutory or otherwise between the Parties under this Assignment. ASSIGNEE ACKNOWLEDGES THAT, EXCEPT AS PROVIDED OTHERWISE IN THE ASA (INCLUDING WITH RESPECT TO THE STATEMENTS SET FORTH IN ANNEX I THERETO), 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 ASSIGNORS, OR ANY OF THEIR RESPECTIVE 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 governing law and venue provisions of Section 10.6 of the ASA.

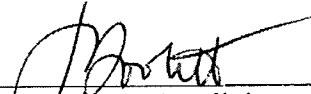
6. Joint Administrators and French Liquidator. The parties hereto agree that the Joint Administrators and the French Liquidator have negotiated and are entering into this Agreement as agents for the Assignors to which they are appointed and that none of the Joint Administrators nor the French Liquidator or their firms, partners, employees, advisers, representatives or agents shall incur any personal liability whatsoever whether on their own part or in respect of any failure on the part of any Nortel group company to observe, perform or comply with any of its obligations under this Agreement or under or in relation to any associated arrangements or negotiations whether such liability would arise under paragraph 99(4) of schedule B1 to the Insolvency Act or under applicable French laws or otherwise howsoever.

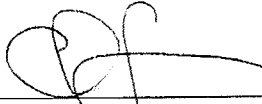
7. General Provisions. This Assignment is intended to effect the assignment of the Assigned Patents to Assignee as described in the ASA. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the ASA, the ASA shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Patents. 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, along with its Schedule and the ASA and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. 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]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

**NORTEL NETWORKS LIMITED**

By   
Name: John M. Doolittle  
Title: Senior Vice-President, Corporate Services and Chief Financial Officer

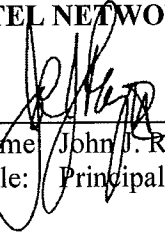
By   
Name: Clarke E. Glaspell  
Title: Controller

**ROCKSTAR BIDCO, LP**

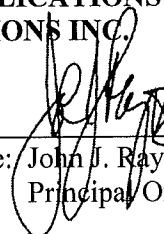
By Rockstar Bidco GP, LLC, *its General Partner*

By \_\_\_\_\_  
Name:  
Title:

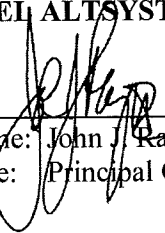
**NORTEL NETWORKS INC.**

By:   
Name: John J. Ray III  
Title: Principal Officer

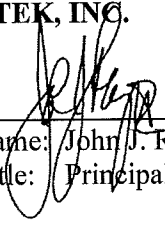
**NN APPLICATIONS MANAGEMENT SOLUTIONS INC.**

By:   
Name: John J. Ray III  
Title: Principal Officer

**NORTEL ALTSYSTEMS, INC.**

By:   
Name: John J. Ray III  
Title: Principal Officer

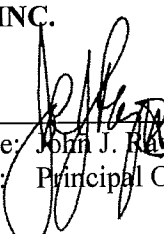
**CORTEK, INC.**

By:   
Name: John J. Ray III  
Title: Principal Officer

**QTERA CORPORATION**

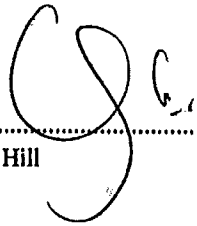
By:   
Name: John J. Ray III  
Title: Principal Officer

**XROS, INC.**


By:   
Name: John J. Ray III  
Title: Principal Officer



**SIGNED** for and on behalf of Nortel Networks )  
**UK Limited** (in administration) by Christopher )  
Hill as Joint Administrator (acting as agent and )  
without personal liability) in the presence of: )

  
.....  
Christopher Hill

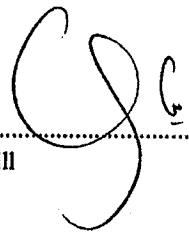
Witness signature

..... )  
Name:  )  
Address: **JAN CORDELL** )  
**1 More London Place** )  
**London** )  
**SE1 2AF** )


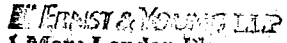
[Signature Page to IP Assignment (Global)]

**SIGNED** for and on behalf of Nortel Networks )  
S.A. (in administration and liquidation )  
*judiciaire*) by Christopher Hill as Joint )  
Administrator (acting as agent and without )  
personal liability) in the presence of:

.....  
Christopher Hill



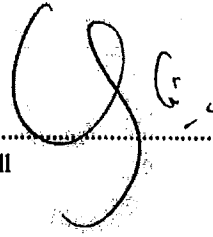
Witness signature

.....  )  
Name: JAN CORDELL )  
Address:  )  
1 More London Place  
London  
SE1 2AF

[Signature Page to IP Assignment (Global)]

SIGNED for and on behalf of Nortel GmbH )  
(in administration) by Christopher Hill as Joint )  
Administrator (acting as agent and without )  
personal liability) in the presence of: )

.....  
Christopher Hill



Witness signature

..... )  
Name: JAN CORDELL )  
Address: ERMIST & YOUNG LLP )  
1 More London Place )  
London )  
SE1 2AF )

[Signature Page to IP Assignment (Global)]

SIGNED for and on behalf of Nortel Networks )  
France S.A.S. (in administration) by Kerry )  
~~Trigg acting as authorised representative of~~ )  
Christopher Hill as Joint Administrator (acting )  
as agent and without personal liability) in the  
presence of:

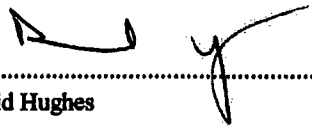
.....  
Kerry Trigg  
Christopher Hill

Witness signature


..... )  
Name: JAN CORDELL )  
Address: )  
EY FERNST & YOUNG LLP )  
1 More London Place )  
London )  
SE1 2AF )

[Signature Page to IP Assignment (Global)]

SIGNED for and on behalf of Nortel Networks )  
(Ireland) Limited (in administration) by David )  
Hughes as Joint Administrator (acting as agent )  
and without personal liability) in the presence )  
of: )

  
.....  
David Hughes

Witness signature


  
..... )  
Name: NICHOLAS J. CONROY )  
Address: )  
% FRANK & YOUNG.  
HARLOW STREET  
DUBLIN 2.

[Signature Page to IP Assignment (Global)]

SIGNED for and on behalf of NORTEL  
NETWORKS S.A. (IN  
ADMINISTRATION AND  
LIQUIDATION JUDICIAIRE)  
by MAÎTRE COSME ROGEAU as  
*Mandataire Liquidateur* (acting as agent and  
without personal liability) in the presence  
of:

)  
)  
)  
)  
  
MAÎTRE COSME ROGEAU

Witness signature

  
Name: Tribunal LEBRAY  
Address: 26 rue Hoche  
78000 Versailles

[Signature Page to IP Assignment (Global)]

**ROCKSTAR BIDCO, LP**

By Rockstar Bidco GP, LLC, *its General Partner*

By K. AMEL  
Name:  
Title:

[Signature Page to IP Assignment (Global)]

PROVINCE OF ONTARIO )  
 )  
 )  
 )  
 )  
 TO WIT: )

I, **Anna Ventresca**, of the City of Hamilton, in the Province of Ontario, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, do certify that before me, personally appeared John M. Doolittle and Clarke E. Glaspell, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individuals who executed the foregoing instrument on behalf of Nortel Networks Limited as the Senior Vice-President, Corporate Services and Chief Financial Officer and Controller of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed my Notarial Seal at the City of Toronto, in the Province of Ontario, Canada, this 9<sup>th</sup> day of August, 2011.




---

A Notary Public in and for the  
Province of Ontario

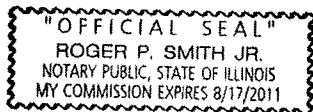


STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss.:

On this 3rd day of August 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared John J. Ray III, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Nortel Networks Inc. as the Principal Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)



STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss.:

On this 3rd day of August 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared John J. Ray III, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of NN Applications Management Solutions Inc. as the Principal Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

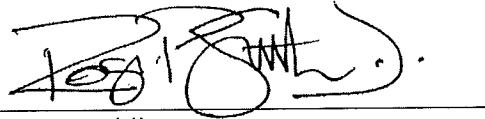
  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)



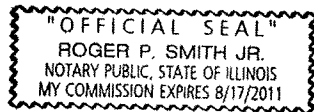
STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss.:

On this 3rd day of August 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared John J. Ray III, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Nortel Altsystems, Inc. as the Principal Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



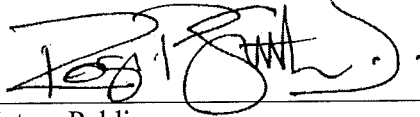
Notary Public

(Affix Seal Below)



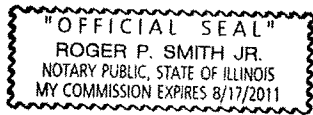
STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss.:

On this 3rd day of August 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared John J. Ray III, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Coretek, Inc. as the Principal Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.




\_\_\_\_\_  
Notary Public

(Affix Seal Below)

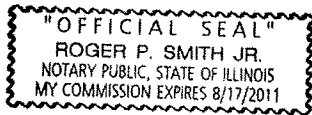


STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss.:

On this 3rd day of August 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared John J. Ray III, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Qtera Corporation as the Principal Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.


  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)

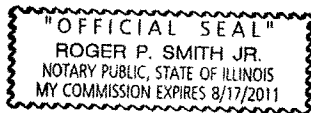


STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss.:

On this 3rd day of August 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared John J. Ray III, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Xros, Inc. as the Principal Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)



**Schedule A**  
**LIST OF ASSIGNED PATENTS**  
**[See attached]**





