

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2726194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BT MOORGATE ONE LIMITED	01/28/2013
RECEIVING PARTY DATA	
Name:	BT MOORGATE LLC
Street Address:	81 NEWGATE STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC1A 7AJ
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6229862
Patent Number:	5822569
CORRESPONDENCE DATA	
Fax Number:	(613)688-4894
Phone:	613-222-9758
Email:	patents@copyprotectionllc.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	GRAHAME PLAUNT
Address Line 1:	303 TERRY FOX DRIVE
Address Line 4:	KANATA, CANADA K2K3J1
ATTORNEY DOCKET NUMBER:	ASSIGNMENT 3
NAME OF SUBMITTER:	GRAHAME PLAUNT
Signature:	//Grahame Plaunt//
Date:	02/13/2014

Total Attachments: 12

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IN CONFIDENCE

DATED

15th JANUARY

2013



- (1) British Telecommunications public limited company
- (2) BT Moorgate One Limited

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

BT Group Legal
Intellectual Property Department
British Telecommunications plc
PPC5A BT Centre
81 Newgate Street
London
EC1A 7AJ
Tel: 020- 7356 6119
Fax: 020- 7600 6891
Ref: L78031

IN CONFIDENCE

PARTIES

- (1) **British Telecommunications public limited company**, (registration No 1800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ, England (the "Assignor"); and
- (2) **BT Moorgate One Limited**, (registration No 8098650) whose registered office is at 81 Newgate Street, London EC1A 7AJ, England (the "Assignee").

RECITALS

- (A) The Assignor is the legal, beneficial and sole owner of the patents and the patent applications particulars of which are set out in Schedule 1 (collectively the "Patents and Patent Applications").
- (B) The parties have agreed that all of Assignor's rights in the Patents and Patent Applications shall be assigned to the Assignee.

DEFINITIONS

In this Assignment (including the recitals and the schedules) the following expressions shall have the meanings set out below:

Assignment	this Assignment of Patents and Patent Applications Agreement, including its schedules, and any amendment of it effected in writing executed by the parties;
BT Group	any subsidiary or holding company of the Assignor or any subsidiary of any such holding company (other than the Assignor) from time to time, within the meaning of Section 474(1), 1162 and 1159 of the Companies Act 2006;
Effective Date	the date of execution of this Assignment set out on the front page;
Encumbrance(s)	any claim, charge, challenge, petition, mortgage, security, lien, option, equity, power of sale, hypothecation or other third party rights, retention of title, right of pre-emption, right of first refusal, licences granted under the Patents and Patent Applications, undertakings given in respect of the future grant of such licences or security interest of any kind;
Patents and Patent Applications	has the meaning as set forth in Recital A above.

IN CONFIDENCE

1. CONSIDERATION

The Consideration for the Assignment set forth in Clause 2 is the payment of GBP£311,900 (the "Price") (three hundred and eleven thousand and nine hundred pounds only) made up of:

- 1.1 GBP£139,420 for the Patents and Patent Applications identified as A24346; and
- 1.2 GBP£172,480 for the Patents and Patent Applications identified as A24640.

2. ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

- 2.1 In consideration of the payment by Assignee to Assignor of the Price set forth in Clause 1, the Assignor hereby assigns and transfers (such assignment and transfer to be effective on 25-JAN-2015) to the Assignee,

2.1.1 all of Assignors rights, title and interest in and to the Patents and the Patent Applications for the Assignee's absolute benefit; and

2.1.2 the absolute entitlement to any patent(s) granted pursuant to any of the application(s) comprised in the Patents and Patent Applications, for the full term of such patent(s); and

2.1.3 the right to bring proceedings for any past, present and future infringements of the rights assigned by this Assignment, and receive and/or collect all damages there from without any accounting to the Assignor

save that such assignment is limited as specifically set out in Clause 2.3.

- 2.2 Each party shall undertake, at the request, cost and expense of the other party, to do any act (including executing any document, swearing any oath or making any declaration) that may be requested in writing by the other and that may be necessary to give full effect to the provisions of Clauses 2.1 and 2.3, including but not limited to executing the Assignment form set out in Schedule 3.

- 2.3 Certain licences, agreements, contracts and covenants not to sue exist as pre-existing Encumbrances on the Patents and Patent Applications that are more fully set out in Schedule 2. For the avoidance of doubt the licences, agreements, contracts and covenants not to sue with Nokia, Huawei, Intel Corporation, Samsung Electronics Co. Ltd, mmO₂ and all other third parties referred to in Schedule 2 are not assigned hereunder.

3. REPRESENTATIONS & WARRANTIES

The Assignor makes the following representations and warranties to the Assignee:

- 3.1 Except for the rights of third parties as set out in Schedule 2, Assignor is the legal, beneficial and sole owner of its rights, title, and interest in and to Patents and Patent Applications;

IN CONFIDENCE

- 3.2 Except for the rights of third parties as set out in Schedule 2, all Patents and Patent Applications are free and clear of restrictions on or conditions to transfer or assignment, and free and clear of any Encumbrances of any kind whatsoever or any licence or authority in favour of another.
- 3.3 The particulars of the Patents and Patent Applications given in the Schedules attached hereto are accurate as of the Effective Date.
- 3.4 There are and have been no disputes, claims, challenges, actions or written assertions disputing or challenging ownership of the Patents and Patent Applications or inventorship of the subject matter disclosed or claimed in the Patents and Patent Applications, known to the Assignor;

Assignee agrees and acknowledges that no claim may be made against Assignor in respect of these representations and warranties or otherwise in relation to any matter of fact which has been disclosed in writing to Assignee or which is in the public domain.

DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS CLAUSE 3, ASSIGNOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PATENTS AND PATENT APPLICATIONS OR THIS ASSIGNMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

4. FURTHER ASSURANCE AND DELIVERY UP

- 4.1 The Assignor undertakes at the reasonable request and sole and entire expense of the Assignor to do all such reasonable acts and execute all such documents as may reasonably be required to perfect the legal and beneficial title of the Assignee in and to all of the Patents and Patent Applications.
- 4.2 The Assignor shall make available to the Assignee at the reasonable request of the Assignee all files and records, original and copy text, materials and documents in any and all media and copy media (in whatever form) carrying or containing any know-how in the Assignor's possession attaching to the Patents and Patent Applications or any part thereof. The Assignor shall have the right to retain and use copies of such files and information as reasonably required in accordance with this Assignment.

5. CONSTRUCTION/LAW

- 5.1 The construction, validity and performance of this Assignment shall be governed in all respects by the laws of England and the exclusive jurisdiction of the courts of England and Wales.
- 5.2 The headings to Clauses are for the purpose of information and identification only and shall not be construed as forming part of this Assignment or affect its interpretation.

6. SEVERABILITY AND COUNTERPARTS

- 6.1 Nothing in this Assignment is to be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provisions of this Assignment and any applicable statute, law or ordinance, or of the Treaty of Rome, and its valid regulations, the latter shall prevail. If any part, term or provision of this Assignment is found by any court of competent jurisdiction to be illegal, void, invalid or unenforceable, they shall be curtailed and limited only to the extent necessary to bring them within the legal requirements, and the validity or enforceability of the remainder of this Assignment shall not be affected and the parties shall seek to agree to legal, valid and enforceable provisions having as nearly as possible the effect of the un-curtailed and unlimited part, term or provision.
- 6.2 This Assignment may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either party may enter into this Assignment by executing any such counterpart.

7. WAIVER & ENTIRE AGREEMENT

- 7.1 No waiver of any term of this Assignment shall be effective unless made in writing and signed by the party that could enforce such term. The waiver shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- 7.2 This Assignment supersedes and cancels all previous agreements and arrangements, whether oral or written, express or implied between the parties in respect of or in connection with matters referred in this Assignment. Each party confirms to the other that it has not entered into this Assignment on the basis of any representations or warranties made or given by the other party or its servants or agents.
- 7.3 This Assignment may not be modified or amended except by a subsequent instrument in writing duly executed by both parties.

8. CONFIDENTIALITY

The terms and conditions of the Assignment shall remain confidential, and each party shall use no less care to protect the confidentiality of this Assignment and its terms and conditions, than the care with which such party uses to protect its own confidential information, which in any event shall be no less than reasonable care. Notwithstanding anything to the contrary set forth herein or elsewhere, the Assignee may record with the relevant national and regional patent offices, the redacted version of this Assignment as set forth in Schedule 3.

9. COVENANTS OF THE ASSIGNOR AND THE ASSIGNEE

IN CONFIDENCE

The Assignor covenants and agrees with the Assignee, and the Assignee covenants and agrees with the Assignor, to co operate, including, without limitation, during times of audit by taxing authorities and in preparation of tax returns, to avoid payment of duplicate or inappropriate taxes, and each party shall furnish, at the reasonable request of the other, proof of payment of any such taxes or any other documentation that is a prerequisite to avoiding payment of a duplicate or inappropriate tax.

10. MISCELLANEOUS

10.1 This Assignment shall not create any agency or similar relationship between the parties. Neither party shall have authority to waive any applicable privilege or doctrine on behalf of the other party; nor shall any waiver of an applicable privilege of doctrine by the conduct of either party be construed to apply to the other party.

10.2 Liability of Assignor. The maximum aggregate liability of Assignor for all claims under this Assignment will not exceed the Price.

10.3 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, section or clause in this Assignment shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Assignment is being performed, the remainder of this Assignment shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Assignment.

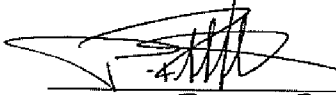
10.4 Waiver. Failure by either party to enforce any term of this Assignment shall not be deemed a waiver of future enforcement of that or any other term in this Assignment or any other agreement that may be in place between the parties.

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IN CONFIDENCE

Executed by the parties on the date written on the front page of this Assignment.

SIGNED BY



NAME: PETER RATCLIFFE

TITLE: CHIEF COUNSEL IPR

An authorised representative of **British Telecommunications plc**

SIGNED BY



NAME: LOUISE BLACKWELL

TITLE: DIRECTOR

An authorised representative of **BT Moorgate One Limited**

IN CONFIDENCE

SCHEDULE 1 TO THE ASSIGNMENT BETWEEN BRITISH TELECOMMUNICATIONS public limited company (the "Assignor") and BT MOORGATE ONE Limited (the "Assignee")

**PATENTS AND PATENT APPLICATIONS
ASSIGNED PATENT**

1. United States Patent number: 6229862

Inventors: C Gittins

BT Ref: A24346

Country	Application No	Application Date	Grant No	Grant Date	Status
EP	92924333.5	02-Jul-1992	592615	24-Nov-99	Live Granted
US	182035/08	14-Jan-1994	6229862	08-May-01	Live Granted

2. United States Patent number: 5822569

Inventors: S. HODSON

BT Ref: A24640

Country	Application No	Application Date	Grant No	Grant Date	Status
EP	95909869.0	28-Feb-1998	748549	26-Aug-98	Live Granted
GB	95909869.0	28-Feb-1998	748549	26-Aug-98	Live Granted
US	856505/08	15-May-1997	5822569	13-Oct-98	Live Granted

IN CONFIDENCE

SCHEDULE 2 TO THE ASSIGNMENT BETWEEN BRITISH TELECOMMUNICATIONS public limited company (the "Assignor") and BT MOORGATE ONE Limited (the "Assignee")

LICENCES AGREEMENTS CONTRACTS & UNDERTAKINGS

Specific Encumbrances

Portfolio Encumbrances

IPD Ref	Other Party	Description
W50007	Intel Corporation	A paid up licence granted on 24 th December 2003 effective for the lifetime of the patents was granted to Intel Corp & its Group Companies to operate under the patents to make or have made Intel products.
W50008	Samsung Electronics Co., Ltd	A 10-year paid up licence granted on 24 th March 2004 to Samsung & Group Companies to operate under the patents to make or have made and use telecommunications goods and services.
W50010	Nokia Corporation And Nokia Siemens Networks (NSN)	A 20 year patent portfolio licence executed in January 2006. The Licence benefits the Nokia Group including NSN the new Nokia – Siemens entity, with an option for NSN to continue to benefit in the event is splits from the Nokia Group. The Licence applies to make or have made Licensed Products and/or Licensed Services.
W50011	Huawei Technologies Co., Ltd.	A 10-year limited named patent licence, coupled with a reciprocal patent portfolio Covenant Not to Sue agreement, effective as of 23 rd May 2011. The scope of the named patent only licence is to make and have made Huawei Licensed Products and Huawei Licensed Services. There is no right to grant sub-licences however the agreement binds and benefits the Huawei Group, which includes new Affiliates other than certain large acquisitions.
W50012	Siemens Aktiengesellschaft	Effective as from 29 th September 2006 a perpetual Release and Waiver Agreement was executed with Siemens and its then Group companies. The release and waiver applied to all patent infringement up-to the 29th September 2006 (date of execution) and waiver in respect of all future patent infringement up to the date of the Siemens – Nokia new entity NSN being created (31st December 2006) ***See Nokia Licence below. There was no licence grant.
Q80296	O ₂ Ltd	A perpetual royalty free licence, granted upon O ₂ 's (mmO2's) demerger from the BT Group in November 2001, under BT's IPR that was used in O ₂ business prior to such demerger. The licence is limited to use only as at the date of demerger, with permission to increase the use (as volumes increase), but not alter it.
L77333/BB	Conexant Systems Inc	A paid-up modem product licence in-so-far as the Licensed Product implements the CCITT V.42bis Standard, Lifetime of the named BT Patent.
L77596/MM	LG Electronics Inc	A paid up licence granted on 25 th March 2003 effective for a period of 8 years to operate under the patents to make or have made telecommunications goods and services. This Agreement has now EXPIRED.
L77884/AA	Cisco Inc	A paid up licence granted to Cisco Inc & Group companies effective for the lifetime of the Patents to make or have made Cisco products.
L77935	Agere Systems Inc.	A paid-up modem product licence in-so-far as the Licensed Product implements the CCITT V.42bis Standard, Lifetime of the named BT Patent.
L77945	Juniper Networks Inc.	A 5-year patent portfolio licence executed in March 2008. The scope of the licence is to make or have made Licensed Products and/or Licensed Services. The licence benefits the Juniper Group.
L77972	Alcatel Lucent	A 5-year covenant not to sue agreement effective as of 2 nd March 2009. Throughout the term neither the BT Group nor the Alcatel Lucent Group will bring a claim of patent infringement against the other. There is also a Release for all past infringement that will attach to all granted patents, to the extent the infringement arose before the effective date of the settlement and would have been caught by the covenant not to sue had it been in-force.
L77925/GG	Cable One	A 5-year covenant not to sue agreement effective as of 29 th November 2012. Throughout the term neither BT nor the Cable One will bring a claim of patent

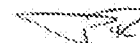
IN CONFIDENCE

		<p>infringement against the other concerning their "current businesses". There is also a Release that runs alongside the CNS and applies retrospectively.</p> <p>The agreement contains limitations on 10% growth per annum, and limitations on companies acquiring Cable One so as to benefit from either the CNS or the Release.</p> <p>The intention of the parties is that this CNS and Release attaches to any patents sold. (i.e. treat this as a licence).</p>
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IN CONFIDENCE

SCHEDULE 3 TO THE ASSIGNMENT BETWEEN BRITISH TELECOMMUNICATIONS public limited company (the "Assignor") and BT MOORGATE ONE Limited (the "Assignee")

DATED 25th JAN 2013



PARTIES

- (1) **British Telecommunications public limited company**, (registration No 1800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ, England (the "Assignor"); and
- (2) **BT Moorgate One Limited**, (registration No 8098650) whose registered office is at 81 Newgate Street, London EC1A 7AJ, England (the "Assignee").

RECITALS

- (A) The Assignor is the legal, beneficial and sole owner of all world wide rights in the patents and the patent applications particulars of which are set out in the Schedule, and all patents, utility models and petty patents world wide, and all applications world wide claiming priority thereto or therefrom, any and all continuations, continuations-in-part, or divisionals thereof, and any and all reissues, or re-examinations thereof, which may be granted therefor or thereon (collectively the "Patents and Patent Applications").
- (B) The parties have agreed that all rights in the Patents and Patent Applications shall be assigned to the Assignee.

Accordingly, the Assignor has assigned and transferred (such assignment and transfer effective on 25th JAN 2013) to the Assignee:

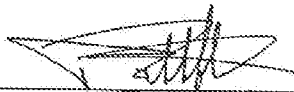
(a) all of its rights, title and interest in and to the Patents and the Patent Applications for the Assignee's absolute benefit; and

(b) the right to bring proceedings for any past, present and future infringements of the rights assigned and transferred, and to receive and/or collect all damages therefrom without any accounting to the Assignor.

The construction, validity and performance of this Assignment shall be governed in all respects by the laws of state of England and the exclusive jurisdiction of the courts of England and Wales.

Executed by the parties

SIGNED BY



NAME: PETER RATCLIFFE

TITLE: CHIEF COUNSEL IPR

An authorised representative of **British Telecommunications public limited company**

SIGNED BY



NAME: LOUISE BACKWELL

TITLE: DIRECTOR

An authorised representative of **BT Moorgate One Limited**

PATENT

REEL: 032212 FRAME: 0780

IN CONFIDENCE
SCHEDULE

PATENTS AND PATENT APPLICATIONS
ASSIGNED PATENT

1. United States Patent number: 6229862
Inventors: C Gittins
BT Ref: A24346

Country	Application No	Application Date	Grant No	Grant Date	Status
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Inventors: S. HODSON
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EP	95909869.0	28-Feb-1998	748549	26-Aug-98	Live Granted
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