

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2751963

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VELTI INC.	01/03/2014
RECEIVING PARTY DATA	
Name:	GSO MMBU ACQUISITION LLC
Street Address:	200 BELLEVUE PARKWAY
Internal Address:	SUITE 210
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19809
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7992165
Patent Number:	7962933
Application Number:	11697585
Application Number:	11697619
Application Number:	11966925
Application Number:	12116961
Application Number:	12562023
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	JASMINE KAUFMAN	
Signature:	/jk/	
Date:	03/04/2014	
<b>Total Attachments: 4</b> source=Patent Assignment (Velti Inc )#page1.tif source=Patent Assignment (Velti Inc )#page2.tif source=Patent Assignment (Velti Inc )#page3.tif source=Patent Assignment (Velti Inc )#page4.tif		

## **PATENT ASSIGNMENT**

This PATENT ASSIGNMENT (the "Assignment") is effective as of January 3, 2014 (the "Effective Date"), by and between Velti Inc., a Delaware corporation (the "Assignor"), and GSO MMBU Acquisition LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee and the other parties thereto have entered into that certain Amended and Restated Asset Purchase Agreement, dated as of January 3, 2014 (the "Purchase Agreement"), pursuant to which Assignee has acquired all of Assignor's right, title and interest in and to the Assigned Patents (as hereinafter defined);

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, including that set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

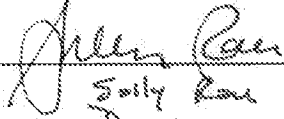
1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the patents and patent applications set forth on Schedule A hereto, together with (i) the right to file for continuations, continuations-in-part, divisionals, reexaminations and reissues thereof and foreign counterparts thereto, and all patents issuing therefrom; and (ii) the right to bring an action at law or in equity for any infringement or other unauthorized use of the foregoing prior to the Effective Date and to collect all damages and proceeds therefrom (the foregoing, collectively, "Assigned Patents"). Assignee shall hold all right, title and interest in and to the Assigned Patents as fully and exclusively as same would have been held and enjoyed by Assignor had the above assignment not been made.

2. At Assignee's request and expense, Assignor will take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to and rights in the Assigned Patents in Assignee. Assignor hereby authorizes Assignee to request the relevant registrars, registries and government entities and offices to record this Assignment and take all other necessary and desirable actions to further the intents and purposes of the Assignment.

3. This Assignment shall be governed by and construed in accordance with the Federal Bankruptcy Code, to the extent applicable, and where state law is implicated, the laws of the state of Delaware shall govern, without giving effect to the choice of law principles thereof (except for any laws of that state which would render such choice of laws ineffective), including all matters of construction, performance or validity. The United States Bankruptcy Court for the District of Delaware will have jurisdiction over any and all disputes or claims between and among Assignor and Assignee arising out of this Assignment. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[signature page follows]*

VELTI INC.,  
as Assignor

By:   
Name: J. Kelly Kane  
Title: Director

**GSO MMBU ACQUISITION LLC,**  
as Assignee

By: 

Name: Marisa Beeney

Title: Authorized Signatory

## **SCHEDULE A**

### **United States Patents and Patent Applications**

<b>Title</b>	<b>Type</b>	<b>App. or Pat. No.</b>
Insertion of Digital Media	Patent	7,992,165
Mid-Roll Insertion of Digital Media	Patent	7,962,933
Collaborative System for Managing Ads Transmitted to Access Devices	Application	11/697,585
Dynamic Ad Insertion System	Application	11/697,619
Targeting Contextual Advertisements to Mobile Device Users	Application	11/966,925
Transparent Insertion of Multimedia Content in Real-Time Streaming Sessions	Application	12/116,961
Mobile Ad Routing	Application	12/562,023