## 502705489 03/04/2014

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2752095

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PART	Y DATA					
N			lame Execution Date		]	
AIR2WEB, INC.				01/03/2014		
RECEIVING PARTY DATA						
Name:	lame: GSO MMBU ACQUISITION LLC				]	
Street Address:	200 BELLEV	200 BELLEVUE PARKWAY				
Internal Address:	SUITE 210	SUITE 210				
City:	WILMINGTO	WILMINGTON				
State/Country:	DELAWARE					
Postal Code:	19809					
Property Type		40.475	Number			
Application Number: 1347		13475	5530			
CORRESPONDENCE DATA						
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Email: ksolomon@stblaw.com						
Correspondence will be sent via US Mail when the email attempt is unsuccessful.						
Correspondent Name: JASMINE KAUFMAN, ESQ.  Address Line 1: SIMPSON THACHER & BARTLETT LLP						
Address Line 2: 425 LEXINGTON AVENUE						
Address Line 4: NEW YORK, NEW YORK 10017						
ATTORNEY DOCKET NUMBER:			037155/0181			
NAME OF SUBMITTER:		JASMINE KAUFMAN				
Signature:		/jk/				
Date:			II .			

502705489 REEL: 032346 FRAME: 0857

### Total Attachments: 4

source=Patent Assignment (Air2Web Inc )#page1.tif source=Patent Assignment (Air2Web Inc )#page2.tif source=Patent Assignment (Air2Web Inc )#page3.tif source=Patent Assignment (Air2Web Inc )#page4.tif

> PATENT REEL: 032346 FRAME: 0858

#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "<u>Assignment</u>") is effective as of January 3, 2014 (the "<u>Effective Date</u>"), by and between Air2Web, Inc., a Delware corporation (the "<u>Assignor</u>"), and GSO MMBU Acquisition LLC, a Delware limited liability company ("<u>Assignee</u>").

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 "<u>Purchase Agreement</u>"), 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]

PATENT REEL: 032346 FRAME: 0859

AIR2WEB, INC.,

as Assignor

Name:

Title:

GSO MMBU ACQUISITION LLC,

as Assignee

By:

Name: Marisa Beeney

Title: Authorized Signatory

REEL: 032346 FRAME: 0861

## **SCHEDULE A**

# <u>United States Patents and Patent Applications</u>

Title	Туре	App. or Pat. No.
Systems and Methods for Performing Live Chat Functionality via a Mobile Device	Application	13/475,530

037155-0181-14564-Active.15298302.1

RECORDED: 03/04/2014

PATENT REEL: 032346 FRAME: 0862