

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2806144

| | | |
|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | TELECOMMUNICATION SYSTEMS, INC. | 03/14/2014 |
| RECEIVING PARTY DATA | | |
| Name: | PATENT MONETIZATION ASSOCIATES, L.P. | |
| Street Address: | 506 BALD EAGLE DRIVE | |
| City: | JUPITER | |
| State/Country: | FLORIDA | |
| Postal Code: | 33477 | |
| PROPERTY NUMBERS Total: 4 | | |
| Property Type | Number | |
| Application Number: | 13591657 | |
| Patent Number: | 6891811 | |
| Patent Number: | 7355990 | |
| Patent Number: | 8260329 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Email: | bollman@mdslaw.com | |
| Correspondent Name: | MANELLI SELTER PLLC | |
| Address Line 1: | 2000 M STREET, NW, SUITE 700 | |
| Address Line 2: | ATTN: WILLIAM H. BOLLMAN | |
| Address Line 4: | WASHINGTON, DISTRICT OF COLUMBIA 20036 | |
| ATTORNEY DOCKET NUMBER: | 40045 | |
| NAME OF SUBMITTER: | WILLIAM H. BOLLMAN | |
| SIGNATURE: | /William H. Bollman/ | |
| DATE SIGNED: | 04/09/2014 | |
| Total Attachments: 8 | | |
| source=Assignment-TCS--Patent Monetization Associates LP#page1.tif | | |
| source=Assignment-TCS--Patent Monetization Associates LP#page2.tif | | |
| source=Assignment-TCS--Patent Monetization Associates LP#page3.tif | | |

source=Assignment-TCS--Patent Monetization Associates LP#page4.tif
source=Assignment-TCS--Patent Monetization Associates LP#page5.tif
source=Assignment-TCS--Patent Monetization Associates LP#page6.tif
source=Assignment-TCS--Patent Monetization Associates LP#page7.tif
source=Assignment-TCS--Patent Monetization Associates LP#page8.tif

Exhibit 2.1

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this 11 day of March, 2014 (the "Effective Date"), by TeleCommunication Systems, Inc., a Maryland Corporation, having an address at 275 West Street, Annapolis, MD 21401 USA ("Assignor") and Patent Monetization Associates, L.P., a Delaware limited liability partnership, having a principal place of business at 506 Bald Eagle Drive, Jupiter, Florida 33477 ("Assignee").

RECITALS

A. Assignor is the owner of (select as appropriate):

- ☒ the United States Patents set forth on Exhibit A hereto (the "US Patents");
- ☐ the non-United States patents set forth on Exhibit B hereto (the "Foreign Patents");
- ☒ the United States patent applications set forth on Exhibit C hereto (the "US Patent Applications");
- ☐ the United States provisional patent applications set forth on Exhibit D hereto (the "US Provisional Patent Applications"); and/or
- ☐ the foreign patent applications set forth on Exhibit E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated February 21, 2014, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises, and the covenants and agreements in this Agreement, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, renewals or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such

applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

Assignor: TeleCommunication Systems, Inc.

By: [Signature]
Name: BRUCE A. WILSON
Title: SVP

Assignee: Patent Monitoring Associates, L.P.

By: [Signature]
Name: ROBERT W. WARDLUND
Title: MANAGING PARTNER

EXHIBIT A

TO ASSIGNMENT AGREEMENT

| Title | Patent Number | Issue Date |
|---|----------------------|-------------------|
| SHORT MESSAGING SERVICE CENTER MOBILE-ORIGINATED TO HTTP INTERNET COMMUNICATIONS | 6891811 | 5/10/2005 |
| MOBILE-ORIGINATED TO HTTP INTERNET COMMUNICATIONS | 7355990 | 4/8/2008 |
| MOBILE-ORIGINATED TO HTTP COMMUNICATIONS | 8260329 | 9/4/2012 |

EXHIBIT B

TO ASSIGNMENT AGREEMENT

| Title | Patent Number | Issue Date |
|--------------|----------------------|-------------------|
| NONE | | |

EXHIBIT C

TO ASSIGNMENT AGREEMENT

| Title | Application Number | Filing Date |
|---|---------------------------|--------------------|
| Mobile-Originated to HTTP Communications | 13/591,657 | 8/22/2012 |

EXHIBIT D

TO ASSIGNMENT AGREEMENT

| <u>Title</u> | <u>Application Number</u> | <u>Filing Date</u> | <u>Inventor(s)</u> |
|--------------|---------------------------|--------------------|--------------------|
|--------------|---------------------------|--------------------|--------------------|

NONE

EXHIBIT E

TO ASSIGNMENT AGREEMENT

| Title | Application Number | Filing Date |
|--------------|---------------------------|--------------------|
| NONE | | |