

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT2811815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TELEFONAKTIEBOLAGET L M ERICSSON (PUBL)	12/19/2013

RECEIVING PARTY DATA

Name:	CLUSTER LLC
Street Address:	C/O NATIONAL CORPORATE RESEARCH, LTD., 615 SOUTH DUPONT HIGHWAY
City:	DOVER, KENT COUNTY
State/Country:	DELAWARE
Postal Code:	19901

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	6519236
Patent Number:	7961875
Patent Number:	8400927
Application Number:	12740053
Application Number:	14072004
Application Number:	13577791
Patent Number:	6091963
Patent Number:	6215339
Patent Number:	6184814
Patent Number:	6011815
Patent Number:	5880643
Patent Number:	6307402
Patent Number:	6198355
Patent Number:	6104238
Patent Number:	6259315
Patent Number:	6188275
Patent Number:	6166570
Patent Number:	6636605
Patent Number:	6727750
Patent Number:	6665351

PATENT

Property Type	Number
Patent Number:	6696890
Patent Number:	7321239
Patent Number:	6724247

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 619-795-1300

Email: sandiego@eip.com

Correspondent Name: EIP US LLP

Address Line 1: 2468 HISTORIC DECATUR ROAD SUITE 130

Address Line 4: SAN DIEGO, CALIFORNIA 92106

ATTORNEY DOCKET NUMBER:	434.RP2+
NAME OF SUBMITTER:	NICHOLAS R. TRANSIER
SIGNATURE:	/Nicholas R. Transier/
DATE SIGNED:	04/11/2014

Total Attachments: 10

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EXECUTION VERSION

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Agreement**”) dated as of 19 December, 2013 (the “**Effective Date**”) by and between:

- (i) Telefonaktiebolaget L M Ericsson (publ), a company duly established under the laws of Sweden with its corporate headquarters presently located at SE-164 83 Stockholm, Sweden (“**Assignor**”); and
- (ii) Cluster LLC, a Delaware limited liability company, with its registered office presently located at c/o National Corporate Research, Ltd., 615 South DuPont Highway, Dover, Kent County, Delaware 19901 (“**Assignee**”).

WITNESSETH:

WHEREAS, effective on or about October 7, 2003 Assignor moved its corporate headquarters from S-126 25, Stockholm, Sweden to its current location at SE-164 83, Stockholm, Sweden as evidenced by an Affidavit executed on February 11, 2013, attached hereto as Exhibit 1;

WHEREAS, Assignor agreed to transfer its rights in the Assigned Patents (as defined below) to Assignee; and

WHEREAS, Assignor now wishes to assign to Assignee its 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 Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys and transfers to Assignee its right, title, and interest in and to all of the patents and patent applications set forth on Schedule A attached hereto (collectively, the “**Assigned Patents**”), in each case, subject to all existing encumbrances. Pursuant to the foregoing assignment, each of the Assigned Patents shall hereafter be 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 the applicable Assignor if this Agreement had not been made. The foregoing assignment includes, without limitation, the rights of Assignor, if any, to (A) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors’ certificates for the Assigned Patents; (B) prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing divisions, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patents; (C) 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) 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 applicable Assignor in all matters related to the Assigned Patents.

2. Authorization. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including 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) (the “**Applicable IP Offices**”) to: (A) issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the Assignor’s interest therein; and (B) record Assignee as the assignee 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 Agreement.

3. Further Assurances. Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement, including, without limitation, by providing executed originals of short-form assignment agreements entered into by Assignor and Assignee on the Effective Date for filing or otherwise evidencing the assignments set forth in this Agreement with the Applicable IP Offices; provided, however, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.

4. Governing Law. This Agreement shall be governed by the laws of Sweden.

5. General Provisions. This Agreement 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 Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement 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 Agreement shall not waive any of its rights under such terms or provisions.

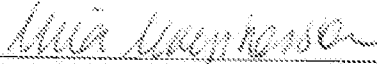
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PATENT ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date. (4)

Assignor:

**TELEFONAKTIEBOLAGET L M
ERICSSON (PUBL)**

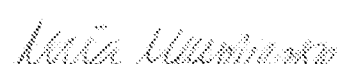
By 
Name: Nina Macpherson
Title: Senior Vice President and General
Counsel

By 
Name: Christina Petersson
Title: VP, Head of Legal Services

Assignee:

CLUSTER LLC

By: AB Aulis, *its manager*

By 
Name: Nina Macpherson
Title: Senior Vice President and General
Counsel

By 
Name: Richard Fleetwood
Title: V.P.

EXHIBIT 1

AFFIDAVIT

AFFIDAVIT

The undersigned hereby, on behalf of Telefonaktiebolaget LM Ericsson (publ) ("LME"), affirms as follows:

1. I am the VP, Head of IPR Legal Services of LME, a corporation organized and existing under the laws of Sweden with its principal offices at SE-164 83, Stockholm, Sweden.
2. On or about October 7, 2003, LME moved its corporate headquarters from S-126 25 Stockholm, Sweden to its current location at SE-164 83, Stockholm, Sweden.
3. The statements made in this Affidavit are true to the best of my knowledge, information and belief.

Signed this 11th day of February, 2013

TELEFONAKTIEBOLAGET LM ERICSSON (PUBL)

By: 

Name: Christina Petersson

Title: VP, Head of IPR Legal Services

Ericsson Ref	EIP Ref	Country	Status	App Number	Filing Date	Patent Number	Patent Date
P24349 AE1	E5133.001(T).A E	AE	FILED	1177/2009	2008-04-03		
P24890 AT1	E5142.500(T).A T(EPW)	AT	GRANTED	08844758.6	2008-10-27	AT 524046 T (EP 2206395 B1)	2011-09-07
P09311 AU1	E6256.001(T).A UW	AU	GRANTED	33303/99	1999-03-11	AU 760201 B2	2003-08-21
P11966 AU1	E6437.001(T).A UW	AU	GRANTED	13205-01	2000-10-26	AU 770576 B2	2004-06-10
P24890 BE1	E5142.500(T).BE (EPW)	BE	GRANTED	08844758.6	2008-10-27	EP 2206395 B1	2011-09-07
P24349 BR1	E5133.001(T).B R	BR	FILED	PI 0813769-2	2008-04-03		
P24349 CA1	E5133.001(T).C AW	CA	FILED	2692109	2008-04-03		
P24890 CA1	E5142.500(T).C AW	CA	FILED	2704189	2008-10-27		
P11966 CA1	E6437.001(T).C AW	CA	GRANTED	2386929	2000-10-26	CA 2386929 C	2011-10-18
P24890 CH1	E5142.500(T).C H(EPW)	CH	GRANTED	08844758.6	2008-10-27	EP 2206395 B1	2011-09-07
P10831 CN1	E5026.450(T).C NW	CN	GRANTED	99811094-9	1999-09-14	CN 1133284 C	2003-12-31
P20271 CN1	E5096.750(T).C NW#	CN	GRANTED	200580049806-9	2005-05-16	CN 101180828 B	2012-12-05
P24349 CN1	E5133.001(T).C NW	CN	FILED	200880021636.7	2008-04-03		
P24890 CN1	E5142.500(T).C NW	CN	FILED	200880113771.4	2008-10-27		
P31232 CN1	E5168(T).CNW	CN	FILED	201080064250.1	2010-06-28		
P07648 CN1	E6161.001(T).C NW	CN	GRANTED	98801940-X	1998-01-13	CN 1115789 C	2003-07-23
P08855 CN1	E6224.850(T).C NW	CN	GRANTED	98810788-0	1998-11-10	CN 1146101 C	2004-04-14
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P09311 DE1	E6256.001(T).D E(EPW)	DE	GRANTED	99914512.1	1999-03-11	DE 69942363 D1 (EP 1062725 B1)	2010-05-12
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P12398 DE1	E6466.650(T).D E(EP#)	DE	GRANTED	00101675-7	2000-02-02	DE 60024404 D1 (EP 1122921 B1)	2005-11-30
P14423 DE1	E6575.700(T).D E(EPW)	DE	GRANTED	60222673.2-08	2002-06-28	DE 60222673 D1 (EP 1417759 B1)	2007-09-26
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P22325 EP1	E5117.950(T).EP W#	EP	FILED	06769586.6	2006-07-26		
P24349 EP1	E5133.001(T).EP W	EP	FILED	08724329.1	2008-04-03		
P24890 EP1	E5142.500(T).EP W	EP	GRANTED	08844758.6	2008-10-27	EP 2206395 B1	2011-09-07
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P31232 HK1	E5168(T).HK(CN W)	HK	FILED	13104805.2	2010-06-28		
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P31232 RU1	E5168(T).RUW	RU	FILED	2012139962 (PCT/SE2010/050735)	2010-06-28		

Ericsson Ref	EIP Ref	Country	Status	App Number	Filing Date	Patent Number	Patent Date
P08855 RU1	E6224.850(T).R UW	RU	GRANTED	2000115567	1998-11-10	RU 2204194 C2	2003-05-10
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P11966 SE1	E6437.001(T).SE #	SE	GRANTED	9903917/4	1999-10-29	SE 519596 C2	2003-03-18
P24349 SG1	E5133.001(T).S GW	SG	GRANTED	200908333-8	2008-04-03	SG 157719	2012-09-14
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P22325 US1	E5117.950(T).U SW#	US	GRANTED	12/375116	2006-07-26	US 8400927 B2	2013-03-19
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P09307 US1	E6258.501(T).U S	US	GRANTED	09/274330	1999-03-23	US 6259315 B1	2001-07-10
P09308 US1	E6258.502(T).U S	US	GRANTED	09/274479	1999-03-23	US 6188275 B1	2001-02-13
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