

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2847238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMPULSE RADIO, INC.	12/28/2012
RECEIVING PARTY DATA	
Name:	IMPULSE RADIO LLC
Street Address:	1890 PALMER AVENUE
City:	LARCHMONT
State/Country:	NEW YORK
Postal Code:	10538
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7908172
Patent Number:	8255276
Patent Number:	8255277
Patent Number:	8396100
Application Number:	13862036
Application Number:	13048428
Application Number:	13795229
CORRESPONDENCE DATA	
Fax Number:	(919)238-2301
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	919-238-2300
Email:	wmeeks@wt-ip.com
Correspondent Name:	WITHROW & TERRANOVA PLLC.
Address Line 1:	100 REGENCY FOREST DR
Address Line 2:	SUITE 160
Address Line 4:	CARY, NORTH CAROLINA 27518
ATTORNEY DOCKET NUMBER:	1235-000
NAME OF SUBMITTER:	WHITNEY MEEKS
SIGNATURE:	/Whitney Meeks/
DATE SIGNED:	05/08/2014

PATENT

Total Attachments: 3

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ASSIGNMENT

WHEREAS, on or about October 1, 2002, Impulse Radio, Inc., a Delaware corporation ("IR"), as borrower, issued a secured promissory note to the Cedar Street Group, LLC ("CSG"), as lender (such note the "Note"), in the amount of US\$200,000, maturing September 30, 2003;

WHEREAS, pursuant to Section 7 of the Note, IR granted to CSG a first priority security interest, to the extent permitted by law, in all of Borrower's right, title and interest in and to all tangible and intangible assets of the IR, including without limitation, accounts receivable, furniture, fixtures, equipment, machinery, computer hardware and software and infrastructure and other tangible and intangible personal property then-owned by or subsequently acquired by IR in the ordinary course of business (the "Security Interest");

WHEREAS, IR has never made any payments of accrued interest or principal under the Note, and according to its terms the Note is in default as of the date hereof;

WHEREAS, CSG has previously reserved its rights under the Security Interest by notice to IR, and since October 1, 2003 has continued to protect IR assets subject to the Security Interest by financing activities related to the defense and prosecution of certain intellectual property owned by IR, including, without limitation patent applications, patents issued, patents pending, and any intellectual property related to the foregoing, owned directly or indirectly by IR as a result of assignment by inventors affiliated with the company (such intellectual property collectively the "Patents");

WHEREAS, IR has previously represented to CSG that IR owns its assets, including without limitation, the Patents, free and clear of all liens, encumbrances or other charges (collectively, "Liens");

WHEREAS, CSG desires to exercise its rights under the Security Interest by directing the assignment of all tangible and intangible IR assets to a CSG affiliate, effective as of 11:59pm on December 31, 2012 (the "Assignment Time"), and IR has agreed to such assignment.

NOWHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the parties hereby agree as follows:

1. Assignment. Effective as of the Assignment Time, IR does hereby transfer, dispose of and assign, fully and without reservation, all of its right, title and interest to all assets owned by IR, tangible and intangible, including without limitation, all right, title and interest in the Patents, to Impulse Radio LLC, a Delaware limited liability company ("IRLLC"), or another affiliate of CSG hereafter designated by CSG.
2. No Liabilities. Neither CSG nor IRLLC nor any other affiliate of CSG does hereby assume any liabilities or obligations of IR.


3. Note Terminated. At the Assignment Time, simultaneous with the assignment and transfer of assets described herein, the Note shall be terminated and all obligations of IR to CSG shall be satisfied, fulfilled and extinguished; *provided* that such assignment and transfer shall be consummated.
4. Indemnification. IR does hereby agree to indemnify and hold harmless CSG, IRLLC, together with their respective affiliated entities, members, officers, and employees, for a failure to consummate the assignment and transfer transaction described herein owing to any Liens against IR assets.
5. Further Assurances. Each of IR and CSG, for itself and for IRLLC, do hereby covenant and agree to undertake all additional tasks required to give effect to the transactions described herein, including without limitation, securing the signature or other cooperation of persons listed as inventors on the Patents if required by the United States Patent and Trademark Office, or by any other party with valid reason to request such signature or cooperation.
6. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed wholly within that state without regard to any conflicts of law provisions that might indicate the applicability of the laws of any other state.

[Signature page follows]

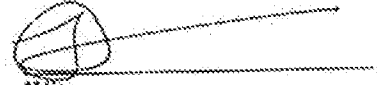
IN WITNESS WHEREOF, the undersigned have herunto set their hands effective as of December 28, 2012.

IMPULSE RADIO, INC.

By:



David Cortis
Chief Executive Officer



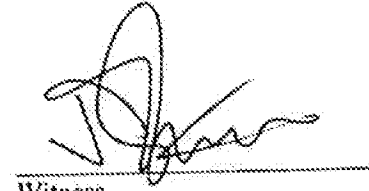
Witness
Name: FRANCIS R. TANNER,

CEDAR STREET GROUP, LLC

By:



Mark McEnroe
Managing Director



Witness
Name: Jason DeStaven