

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2851258

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE NAME TO READ: GAMBAC ACQUISITION CORPORATION previously recorded on Reel 032845 Frame 0755. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNORS INTEREST.	
CONVEYING PARTY DATA		
	Name	Execution Date
	CYBERTAP, LLC	09/18/2013
RECEIVING PARTY DATA		
Name:	GAMBAC ACQUISITION CORPORATION	
Street Address:	NEW ORCHARD ROAD	
City:	ARMONK	
State/Country:	NEW YORK	
Postal Code:	10504	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	13845447	
Patent Number:	7653006	
Patent Number:	8406141	
CORRESPONDENCE DATA		
Fax Number:	(512)973-4257	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	5122866740	
Email:	shrodrig@us.ibm.com	
Correspondent Name:	JEFFREY S. LABAW	
Address Line 1:	11400 BURNET RD.	
Address Line 2:	IBM-INTELLECTUAL PROPERTY LAW	
Address Line 4:	AUSTIN, TEXAS 78758	
NAME OF SUBMITTER:	JEFFREY S. LABAW	
SIGNATURE:	/Jeffrey S. LaBaw/	
DATE SIGNED:	05/12/2014	
Total Attachments: 10		
source=Notice of Recordation Gamba#page1.tif		
source=Notice of Recordation Gamba#page2.tif		

source=Notice of Recordation Gamba#page3.tif
source=Notice of Recordation Gamba#page4.tif
source=Notice of Recordation Gamba#page5.tif
source=Notice of Recordation Gamba#page6.tif
source=Notice of Recordation Gamba#page7.tif
source=Notice of Recordation Gamba#page8.tif
source=Notice of Recordation Gamba#page9.tif
source=Notice of Recordation Gamba#page10.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Cybertap, LLC
48 Inverness Court East, Ste. 100
Englewood, Colorado 80112

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 09/18/2013

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Gamba Acquisition Corporation

Internal Address: _____

Street Address: New Orchard Road

City: Armonk

State: New York

Country: US Zip: 10504

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

13/845447

☐ This document is being filed together with a new application.

B. Patent No.(s)

7,653,006; 8,406,141

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: International Business Machines Corporation

Internal Address: _____

Street Address: 11501 Burnet Road

City: Austin

State: TX Zip: 78758

Phone Number: 512-286-8281

Fax Number: 512-973-4257

Email Address: shrodrig@us.ibm.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$120

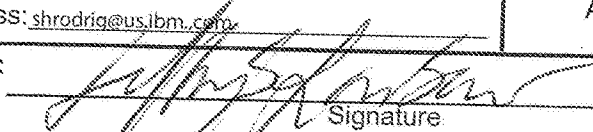
- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 090447

Authorized User Name Sylvia Rodriguez

9. Signature:


Signature

05/08/2014

Date

Jeffrey S. LaBaw
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT

PATENT ASSIGNMENT made this 18th day of September, 2013 (this "Assignment"), between CYBERTAP, LLC, a Delaware limited liability company ("Assignor"), and GAMBA ACQUISITION CORP., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in, to and under the registered patents and patent applications listed on Schedule A, and, in each case, all patents which may issue therefrom, and all divisionals, reissues, substitutions, continuations, re-examinations and extensions thereof which may be pending in or granted by any patent office or forum throughout the world (the "Patents") and whereas Assignor owns all inventions disclosed and claimed in the Patents (the "Inventions");

WHEREAS, Assignor has agreed in the Asset Purchase Agreement dated as of September 18, 2013 (the "Purchase Agreement"), among Assignor, Assignee, Parent, the Restricted Members and the Seller Members, to sell, assign, transfer, convey and deliver to Assignee all the right, title and interest in, to and under the Inventions and Patents;

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest in, to and under the Inventions and Patents; and

WHEREAS, terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Assignment. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee free and clear of all Liens, and Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, the entire right, title, and interest in, to and under the Patents and Inventions, together with all goodwill associated with the use of or symbolized by the Patents and Inventions, all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Patents and Inventions, all rights of priority resulting from the filing of the Patents, and all other rights, including common law rights, relating to the Patents and Inventions, to the extent such rights exist, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor also hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, any foreign rights to the Inventions and Patents, in all countries of the world, including the right to file applications, prosecute, and obtain patents under any treaty including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and of the European Patent Convention. Assignor agrees that this executed document is recordable evidence of such transfer and assignment and further agrees to perform, upon reasonable notice and at Assignee's expense, such lawful acts and to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such foreign patent rights.

Upon request from Assignee, Assignor hereby further agrees that Assignor will, at Assignee's expense, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, and substitute applications, make all lawful oaths, and provide reasonable assistance to aid Assignee, its successors, assigns and nominees to facilitate the prosecution and maintenance of the Patents in all countries of the world.

SECTION 2. No Modification of the Purchase Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement, and in the event of any conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

SECTION 3. Transfer. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and any other relevant authority to transfer all registrations and applications for the Patents to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue all patents related to any application for a patent included in the Patents to Assignee.

SECTION 4. Representations, Warranties and Indemnities. Neither Assignor nor Assignee makes any representations or warranties with respect to any of the Patents or Inventions except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of Assignor or Assignee under the indemnification provisions set forth in Article VIII of the Purchase Agreement.

SECTION 5. Severability. If any term or provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

SECTION 7. Consent to Jurisdiction. Each of Assignor and Assignee irrevocably and unconditionally submits to the exclusive jurisdiction of (a) any New York State court sitting in the County of New York or Westchester and (b) the United States District Court for the Southern District of New York, for the purposes of any Litigation arising out of this Assignment or any transaction contemplated hereby (and each agrees that no such Litigation relating to this Assignment shall be brought by it or any of its Affiliates except in such courts). Each of Assignor and Assignee further agrees that, to the fullest extent permitted by applicable Law, service of any process, summons, notice or document by U.S. registered mail to such Person's respective address set forth in Section 9.02 of the Purchase Agreement shall be effective service of process for any Litigation in New York with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of Assignor and Assignee irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any Litigation arising out of this Assignment or the transactions contemplated hereby in (a) any New York State court sitting in the County of New York or Westchester or (b) the United States District Court for the Southern District of New York, or that any such Litigation brought in any such court has been brought in an inconvenient forum.

SECTION 8. WAIVER OF JURY TRIAL. EACH OF ASSIGNOR AND ASSIGNEE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT. EACH OF ASSIGNOR AND ASSIGNEE (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8.

SECTION 9. No Third-Party Beneficiaries. This Assignment is not intended to confer upon any Person other than the parties hereto any rights or remedies.

SECTION 10. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise by either party hereto without the prior written consent of the other party hereto. Subject to the preceding sentence, this Assignment will be binding

upon, inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

SECTION 11. Amendments. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

SECTION 12. Notices. All notices hereunder shall be given as set forth in the Purchase Agreement.

SECTION 13. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

SECTION 14. Counterparts. This Assignment may be executed in one or more counterparts (including by telecopy), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

CYBERTAP, LLC

by:

Russell L. Couture
Name: Russell L. Couture
Title: CTO

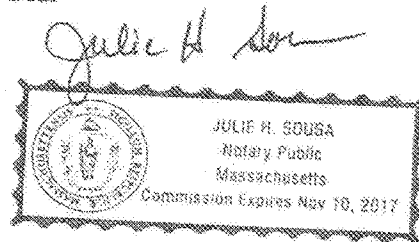
STATE OF MA)

: ss.:

COUNTY OF Hampden)

On the 18th day of September, 2013 before me personally came Russell Couture to me known, who, being by me duly sworn, did depose and say that [s]he resides in Worcester MA; that [s]he is CTO of Cybertap, LLC, the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation.

Notarial Seal



[[3426999]]

[Signature Page to Patent Assignment]

ASSIGNEE:

GAMBA ACQUISITION CORP.,

by: Richard Telljohann
Name: Richard Telljohann
Title: President

11/14/2011

[Signature Page to Patent Assignment]

ASSIGNED US PATENT AND PATENT APPLICATIONS

PATENTS

Patent Number	Issue Date	Filing Date	Application Number	Title	Country	Assignee
		03/18/2013	13/845447	Network Search Methods and Systems	US	Cybertap, LLC
7653006	01/26/2010	03/12/2008	12/046966	Network Traffic Capture and Replay with Transaction Integrity and Scaling	US	Cybertap, LLC
8406141	03/26/13	05/11/2010	12/778101	Network Search Methods and Systems	US	Cybertap, LLC

PATENT

RECORDED: 05/12/2014

REEL: 032874 FRAME: 0848