

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2871432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TELEFONAKTIEBOLAGET L M ERICSSON (PUBL)	03/14/2014
RECEIVING PARTY DATA	
Name:	CLUSTER LLC
Street Address:	C/O NATIONAL CORPORATE RESEARCH, LTD.
Internal Address:	615 SOUTH DUPONT HIGHWAY
City:	DOVER
State/Country:	DELAWARE
Postal Code:	19901
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13555549
Application Number:	13126034
Application Number:	13147461
Application Number:	14180718
Application Number:	13256047
CORRESPONDENCE DATA	
Fax Number:	(412)741-9292
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	412-741-8400
Email:	uspto@ferencelaw.com
Correspondent Name:	FERENCE & ASSOCIATES LLC
Address Line 1:	409 BROAD STREET
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15143
ATTORNEY DOCKET NUMBER:	710.001 UP
NAME OF SUBMITTER:	JAN HAYES
SIGNATURE:	/Jan Hayes/
DATE SIGNED:	05/27/2014
Total Attachments: 8	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") dated as of March 14, 2014 (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 ("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 throughout the world (under any and all laws and in any and all jurisdictions) in and to all of the patents, patent applications and provisional 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 reissues, reexaminations, divisions, continuations, continuations-in-part, 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.

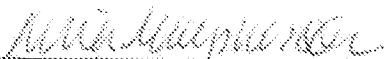
5. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic 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.

[Remainder of this page intentionally left blank]

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

Assignor:

TELEFONAKTIEBOLAGET L M ERICSSON
(PUBL)

By 

Name: Nina Macpherson

Title: Senior Vice President & General Counsel

By 

Name: Christina Petersson

Title: Vice President, Head of IPR

Assignee:

CLUSTER LLC

By: Aktiebolaget Aulis, its Manager

By _____
Name: *Peter Jahren*
Title: *Vice President*

By _____
Name: _____
Title: *Roland Hagman*
Vice President

{Signature Page to Patent Assignment Agreement -- LME to E Sub}

Exhibit 1

AFFIDAVIT

(See attached.)

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

Schedule A

LIST OF ASSIGNED PATENTS

Ref No.	Country	Status	App No.	App Date	Patent No.	Patent Date
P27568 FAM	EP	FILED	09823905.6	2009-10-26		
P27568 FAM	JP	FILED	2014-039201	2009-10-26		
P27568 FAM	JP	FILED(ALL)	2011-534447	2009-10-26		
P27568 FAM	US	FILED(ALL)	13/555549	2009-10-26		
P27568 FAM	US	GRANTED	13/126034	2009-10-26	8254982	2012-08-28
P28222 FAM	BR	FILED	PI 0924369-0	2009-12-07		
P28222 FAM	CN	FILED	200980156354.2	2009-12-07		
P28222 FAM	EP	FILED	09795832.6	2009-12-07		
P28222 FAM	HK	FILED	12106329.5	2009-12-07		
P28222 FAM	IN	FILED	3541/KOLNP/2011	2009-12-07		
P28222 FAM	JP	GRANTED	2011-547859	2009-12-07	5432290	2013-12-13
P28222 FAM	MX	GRANTED	MX/A/2011/007877	2009-12-07	304758	2012-10-31
P28222 FAM	PH	FILED(EXA)	1-2011-501418	2009-12-07		
P28222 FAM	US	FILED(ALL)	13/147461	2009-12-07		
P28222 FAM	US	FILED	14/180718	2014-02-14		
P28412 FAM	AT	GRANTED	09788581.8	2009-06-25	2406996	2013-12-25
P28412 FAM	DE	GRANTED	09788581.8	2009-06-25	602009021037.8	2013-12-25
P28412 FAM	EP	GRANTED	09788581.8	2009-06-25	2406996	2013-12-25
P28412 FAM	GB	GRANTED	09788581.8	2009-06-25	2406996	2013-12-25
P28412 FAM	IT	GRANTED	09788581.8	2009-06-25	2406996	2013-12-25
P28412 FAM	NL	GRANTED	09788581.8	2009-06-25	2406996	2013-12-25
P28412 FAM	NO	GRANTED	09788581.8	2009-06-25	2406996	2013-12-25
P28412 FAM	US	FILED	13/256047	2009-06-25		