#### 06/11/2014 502847132

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2893729

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
ROCKSTAR CONSORTIUM US LP	06/11/2014

#### **RECEIVING PARTY DATA**

Name:	BOCKSTAR TECHNOLOGIES LLC		
Street Address:	2711 CENTERVILLE ROAD, SUITE 400		
Internal Address:	℅ CORPORATION SERVICE COMPANY		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19808		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	13933305	

#### CORRESPONDENCE DATA

Fax Number: (613)576-1028

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.

Phone: 613-576-1005

Email: akosabek@ip-rockstar.com

Correspondent Name: AMIE KOSABEK Address Line 1: 515 LEGGET DRIVE

Address Line 2: SUITE 300

Address Line 4: KANATA, CANADA K2K 3G4

NAME OF SUBMITTER:	AMIE KOSABEK	
SIGNATURE:	/AMIE KOSABEK/	
DATE SIGNED:	06/11/2014	

#### **Total Attachments: 5**

source=BockStar assignment 11 june 2014#page1.tif source=BockStar assignment 11 june 2014#page2.tif source=BockStar assignment 11 june 2014#page3.tif source=BockStar assignment 11 june 2014#page4.tif source=BockStar assignment 11 june 2014#page5.tif

> PATENT **REEL: 033077 FRAME: 0336**

502847132

#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of June 11, 2014 (the "Effective Date") by and between:

- (i) Rockstar Consortium US LP, a limited partnership organized under the laws of Delaware ("Assignor"), the address of which is Legacy Town Center 1, 7160 North Dallas Parkway, Suite No. 250, Plano, TX 75024, USA; and
- (ii) BockStar Technologies LLC, a limited liability company organized under the laws of Delaware ("Assignee"), the address of which is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

### WITNESSETH:

WHEREAS, Assignor agreed to transfer certain assets of Assignor, including, without limitation, the patents, patent applications and/or provisional patent applications identified and set forth below; and

WHEREAS, Assignor now wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Patents (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. <u>Assignment.</u> Assignor hereby assigns to Assignee, and Assignee hereby accepts and acquires from Assignor, all of Assignor's right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in and to (i) all of the patents, patent applications and/or provisional patent applications set forth on <u>Schedule A</u> attached hereto (collectively, the "<u>Assigned Patents</u>"), (ii) any and all letters patent, certificates of invention, design registrations and utility models which may be granted on the Assigned Patents; and (iii) all causes of action, enforcement rights, infringement claims and other rights (including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement) based upon, arising out of or relating to any of the Assigned Patents. This assignment is limited to the Assigned Patents listed on <u>Schedule A</u> and does not extend to any divisionals, continuations, continuations-inpart, substitutes, extensions, renewals, reissues, reexaminations, or foreign counterparts of the Assigned Patents that are pending as of the Effective Date unless specifically listed on <u>Schedule A</u>.

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 Assignor if this Assignment had not been made. The assignment pursuant to this Section 1 includes, without limitation (A) the right, if any, to register or apply in all countries and regions in the Assignee's name for patents, utility

1

models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; (B) the right to apply for, prosecute, maintain and defend the Assigned Patents (including the right to continue any such action underway and to revive any such action previously abandoned) before any public or private agency, office or registrar including by filing after the Effective Date reissues, reexaminations, divisionals, continuations, continuations-in-part, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patents; (C) the right, if any, to 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) the right to 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 Assignor in all matters related to the Assigned Patents.

- 2. <u>Authorization</u>. 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) to do the following: (a) to 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 entire interest therein; and (b) to record Assignee as the assignee and owner 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 Assignment.
- 3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned Patents and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents.
- 4. <u>Disclaimer</u>. There are no warranties, representations or conditions, express or implied, statutory or otherwise between the Parties under this Assignment. ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED PATENTS ARE CONVEYED WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING WITHOUT LIMITATION BY ASSIGNOR, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, ACCOUNTANTS, FINANCIAL, LEGAL OR OTHER REPRESENTATIVES OR ANY AFFILIATE OF SUCH PERSON.
- 5. Governing Law. This Agreement shall be construed in accordance with the substantive laws of the State of Delaware, excluding the conflict of law principles thereof. Each of the parties hereto hereby irrevocably agrees that any legal suit, action or proceeding arising out of or based upon this Assignment shall be brought exclusively in the state or federal courts located in the District of Deleware and waives, any objection such party may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of any such court in any such suit, action or proceeding.

6. <u>General Provisions</u>. This Assignment 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 Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment 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 Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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

	ROCKSTAR CONSORTIUM US LP
	By Rockstar Consortium LLC, its General Partner  By Name: John P. Veschi Title: CEO
PROVINCE OF ONTARIO )	
TO WIT:	
province and county, personally appeared me (or proved to me on the basis of satisfa foregoing instrument on behalf of Rockstan such company (such company being the	e General Partner of Rockstar Consortium US LP), ty, and acknowledged to me that the execution and

Notary Public (Affix Seal Below)

## **BOCKSTAR TECHNOLOGIES LLC**

	By Name: David Smith Title: President
PROVINCE OF ONTARIO	)
TO WIT:	)
province and county, personally ap me (or proved to me on the basis of foregoing instrument on behalf of I such company (such company be	14, before me, the undersigned, a notary public in and for said opeared
	Notary Public (Affix Seal Below)

# **SCHEDULE A**

App Full				
Disclosure	Application	Patent		
Number	Number	Number	Country	Patent Title
				ELASTIC TRAFFIC MARKING FOR MULTI-
				PRIORITY PACKET STREAMS IN A
17024MDUS05C	13/933,305		US	COMMUNICATIONS NETWORK

PATENT REEL: 033077 FRAME: 0341

RECORDED: 06/11/2014