

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MUSICNOW LLC	10/31/2005
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MN ACQUISITION LLC	
<b>Street Address:</b>	550 WEST WASHINGTON BOULEVARD	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60661	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14312294
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	801-203-3546	
<b>Email:</b>	tkusitor@kjpip.com	
<b>Correspondent Name:</b>	GREGORY E. JOLLEY	
<b>Address Line 1:</b>	1010 N 500 E	
<b>Address Line 2:</b>	SUITE 210	
<b>Address Line 4:</b>	NORTH SALT LAKE, UTAH 84054	
<b>ATTORNEY DOCKET NUMBER:</b>	19487.196.1.1.1.1 (5)	
<b>NAME OF SUBMITTER:</b>	GREGORY E. JOLLEY	
<b>SIGNATURE:</b>	/GREGORY E. JOLLEY/	
<b>DATE SIGNED:</b>	06/27/2014	
<b>Total Attachments: 5</b>		
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**EXECUTION COPY**

**PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT, dated as of October 31, 2005 (this "Assignment"), is made by MusicNow LLC (f/k/a Mayland LLC), a Virginia limited liability company, with offices located at 550 West Washington Boulevard, Chicago, Illinois 60661 ("Assignor"), in favor of MN Acquisition LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having an office at 550 West Washington Boulevard, Chicago, Illinois 60661 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Amended and Restated Asset Purchase Agreement (the "Agreement"), dated as of October 17, 2005, by and among America Online, Inc., a Delaware corporation, Circuit City Stores, Inc., a Virginia corporation, Assignee and Assignor; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee the entire right, title and interest in and to all patents and patent applications owned by Assignor, including, without limitation, the issued patents, patent applications, and abandoned patent applications identified on Schedule I attached hereto, including all inventions and discoveries disclosed therein, certificates of invention and applications for certificates of invention, and any substitutions, reissues, divisions, renewals, extensions, provisionals, continuations, continuations-in-part, continued prosecution applications, and foreign counterparts thereof, and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction (collectively, the "Patent Rights");

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, transfers, assigns and delivers to Assignee its entire right, title and interest for the United States, its territories and all foreign countries in and to the Patent Rights, and hereby grants to Assignee the right to apply in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed in any and all countries, including, without limitation, all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof.
2. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
3. Assignor hereby represents, warrants and covenants that Assignor is the owner of all right, title and interest in and to the Patent Rights and hereby agrees to reasonably cooperate with Assignee to enable Assignee to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and interest conveyed herein.

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Such cooperation by Assignor shall include production of pertinent facts and documents, execution of petitions, oaths, specifications, declarations or other papers, and other assistance to the extent reasonably necessary or desirable (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting any reexamination request relating to the Patent Rights; (c) for filing and prosecuting applications for reissuance of any of the Patent Rights; (d) for interference or other priority proceedings involving the Patent Rights; or (e) for legal proceedings involving the Patent Rights for infringement actions and court actions; provided, however, that the expenses reasonably incurred by Assignor in providing such cooperation at Assignee's request shall be paid for by Assignee.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

5. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the Commonwealth of Virginia, without giving effect to the principles of conflicts of laws thereof.

6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

MUSICNOW LLC

By: Michael E. Foss  
Name: Michael E. Foss  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Virginia )  
City/County of Henrico )

On this 31 day of October, 2005, before me personally appeared Michael Foss, to me known to be the Vice President of MusicNow LLC, a Virginia limited liability company, on whose behalf he/she executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

My commission expires: April 30, 2009

Judith D. Hall  
Notary Public



[SIGNATURE PAGE TO PATENT ASSIGNMENT]

# SCHEDULE I

Inventor	Patent Number	Filing Date	Patent Number
Spurgat, et al.	U.S. Patent Application No. 60/247,492	November 10, 2000	
Spurgat, et al.	International Patent Application No. PCT/US01/44 146	November 6, 2001	
Spurgat, et al.	U.S. Patent Application No. 10/416,321	May 6, 2003	
Spurgat, et al.	European Patent Application No. 01999066.2	November 6, 2001	
Spurgat, et al.	U.S. Patent Application No. 60/247,318	November 10, 2000	
Spurgat, et al.	U.S. Patent Application No. 09/833,173	April 11, 2001	
Bi, et al.	U.S. Patent Application No. 60/246,923	November 10, 2000	
Bi, et al.	U.S. Patent Application No. 09/994,011	November 6, 2001	
Gladwin, et al.	U.S. Patent Application No. 60/151,714	August 31, 1999	
Gladwin, et al.	U.S. Patent Application No. 09/649,981	August 29, 2000	6,879,865
Gladwin, et al.	International Patent Application No. PCT/US00/23842	August 30, 2000	
Gladwin, et al.	U.S. Patent Application No. 09/709,772	November 10, 2000	
Spurgat, et al.	U.S. Patent Application No. 09/858,415	May 16, 2001	
Spurgat, et al.	U.S. Patent Application No. 09/859,057	May 16, 2001	

Inventor(s)	Patent Number	Filing Date	Patent Number
Spurgat, et al.	U.S. Patent Application No. 09/858,810	May 16, 2001	
Spurgat, et al.	U.S. Patent Application No. 60/247,311	November 10, 2000	
Spurgat, et al.	International Patent Application No. PCT/US01/44141	November 6, 2001	
Spurgat, et al.	U.S. Patent Application No. 10/416,292	May 6, 2003	
Spurgat, et al.	United Kingdom Patent Application No. 0310898.2	November 6, 2001	2384669
Kliegman, et al.	29/132,454	November 10, 2000	D446,143
Kliegman, et al.	29/132,576	November 10, 2000	D445,705
Graceffa, et al.	29/132,541	November 10, 2000	D463,379
Graceffa	29/132,456	November 10, 2000	D468,296