

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3024690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEDIO SYSTEMS, INC.	08/20/2014
RECEIVING PARTY DATA	
Name:	HERE GLOBAL B.V.
Street Address:	DE RUN 1115
City:	VELDHOVEN
State/Country:	NETHERLANDS
Postal Code:	5503 LB
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	13928299
PCT Number:	US2013047997
Application Number:	11561832
Application Number:	11675514
Application Number:	11373588
Application Number:	12428434
Application Number:	12367482
Application Number:	11777977
Application Number:	11372904
Application Number:	10694643
Application Number:	11373020
Application Number:	14087603
Application Number:	13646587
Application Number:	13928275
PCT Number:	US2013048006
Application Number:	13928272
CORRESPONDENCE DATA	
Fax Number:	(703)519-9958
<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:	7035199951
PATENT	

Email: DOCKET@DCPATENT.COM
Correspondent Name: DITTHAVONG & STEINER, P.C.
Address Line 1: 44 CANAL CENTER PLAZA SUITE 322
Address Line 4: ALEXANDRIA, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	P8143US00
NAME OF SUBMITTER:	KHOUANE DITTHAVONG
SIGNATURE:	/Khouane Ditthavong/
DATE SIGNED:	09/16/2014

Total Attachments: 12

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PATENT TITLE TRANSFER AGREEMENT

THIS PATENT TITLE TRANSFER AGREEMENT (this "Agreement") entered into as of July 1, 2014 ("Effective Date") by and between Medio Systems, Inc., a Delaware corporation having its principal place of business at 701 Pike Street, Seattle, Washington 98101, United States of America ("MEDIO"), and HERE GLOBAL B.V., a company organized under the laws of The Netherlands whose principal office is at De Run 1115, Veldhoven, 5503 LB, The Netherlands ("HGBV"). MEDIO and HGBV are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, on July 1, 2014, all of the outstanding shares of MEDIO were acquired by HERE North America, LLC, a Delaware limited liability company and indirect subsidiary of Nokia Corporation, a Finnish corporation ("Nokia"), pursuant to an Agreement and Plan of Merger among: HERE North America, LLC, a Delaware limited liability company; Missile Acquisition Corporation, a Delaware corporation; Medio Systems, Inc., a Delaware corporation; and Shareholder Representative Services LLC as the Securityholder Representative, dated as of June 10, 2014;

WHEREAS, MEDIO and HGBV are both indirect subsidiaries of Nokia and along with HERE North America, LLC are part of the HERE group of companies ("HERE Group");

WHEREAS, the intangibles (hereinafter defined) of the HERE Group are legally and beneficially owned by HGBV; and

WHEREAS, in order to efficiently manage and enforce the intangibles of the HERE Group, the Parties agree that MEDIO will retain its beneficial ownership in and transfer the legal title of the Patents (hereinafter defined) to HGBV.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Legal Title to Patents. MEDIO hereby transfers, assigns, conveys and delivers to HGBV all of MEDIO's legal right, title and interest in and to any and all of the Patents (other than the beneficial ownership of such Patents), together with all claims for damages by reason of past infringement thereof, with the right to sue for and collect the same for HGBV's own use and benefit. Notwithstanding the foregoing, the beneficial ownership of such Patents shall be retained by MEDIO and shall not be transferred, assigned, conveyed or delivered to HGBV hereunder.

2. Filing. MEDIO hereby consents to the recordation of an assignment by HGBV in the USPTO (hereinafter defined) or any other applicable governmental office or agency.

3. Definitions. In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the meanings specified in this Section 3.

a. "Intangibles" shall mean any and all technologies, procedures, processes, designs, inventions, discoveries, know-how, show-how and works authorship, including without limitation all:

- i. issued patents, utility models and the like, and applications therefore pending before any relevant authority worldwide, including any additions, continuations, divisions, reissues or extensions based thereon;
- ii. copyrights and other rights in works authorship;
- iii. trade secrets; and
- iv. confidential information and any other intellectual property rights constituting, embodied in or pertaining thereto.

b. "Patents" shall mean the patents and patent applications (and grants thereof) of MEDIO filed in the United States Patent & Trademark Office ("USPTO") (as well as unfilled patent applications or material thereof) listed in, but not limited to, Schedule A attached hereto together with any and all substitutions, extensions or supplementary protection certificate, reissues, reexaminations, renewals, divisions, continuations and continuations-in-part thereof, and any counterparts thereof issued or pending, as applicable, in any and all other jurisdictions worldwide.

4. Binding Effect. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements of the Parties, with respect to the subject matter hereof.

5. Further Assurances. Each of the Parties hereby covenants and agrees, at any time and from time to time forthwith, to execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably necessary or as required in order to effect the purposes of this Agreement.

6. Amendment and Modification. No provision of this Agreement may be amended, modified or supplemented except in writing signed by both Parties.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without giving effect to the principles of conflicts of law thereof.

8. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.


9. Counterparts/Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the

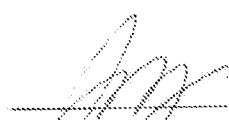
same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by electronic transmission in .PDF format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page intentionally Blank -- Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

MEDIO SYSTEMS, INC.

By: 
Name: Janet Lee
Title: Director
Date: 8/20/14

By: 
Name: James Murphy
Title: Director
Date: 8/20/14

HERE GLOBAL B.V.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

Patent Listing

Title	Ser./App. No.	Filing Date	Pat. No.	Notes
Method and System for Content Search with Mobile Computing Devices	EP 06737718.4	March 9, 2006		Plans to validate in Germany, Finland, France, and UK
Method and System for Content Search with Mobile Computing Devices	US 11/373,588	March 9, 2006	7,617,152 (granted Nov. 10, 2009)	
Method and System of Bidding for Advertisement Placement on Computing Devices	US 11/372,904	March 9, 2006		
Selecting Ads for a Web Page Based on Keywords Located on the Web Page	US 10/694,643	October 27, 2003		
Optimizer for Selecting Supplemental Content Based on Content Productivity of a Document	EP 07854674.4	November 15, 2007		
Optimizer for Selecting Supplemental Content Based on Content Productivity of a Document	US 11/561,832	November 20, 2006		
Method and System for Active Ranking of Browser Search Engine Results	EP 06737760.6	March 9, 2006		
Method and System for Active Ranking of Browser Search Engine Results	US 11/373,020	March 9, 2006	8,583,632 (granted Nov. 12, 2013)	
Extended Index Searching	EP 08729647.1	February 12, 2008		
Extended Index Searching	US 11/675,514	February 15, 2007	7,979,461 (granted July 12, 2011)	
Personalized Query Completion Suggestion	EP 08781518.9	July 8, 2008		
Personalized Query Completion Suggestion	US 11/777,977	July 13, 2007	8,027,964 (granted Sept. 27, 2011)	
Server-Controlled User Interface	US 12/428,434	April 22, 2009		
Operator Cloud for Mobile Internet Services	EP 05708710.0	February 6, 2009		
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Title	Ser./App. No.	Filing Date	Pat. No.	Notes
Personalized Ranking of Categorized Search Results	US 13/646,587	October 5, 2012		
Distributed, Real-Time Online Analytical Processing (OLAP)	PCT/US2013/048006	June 26, 2013		
Distributed, Real-Time Online Analytical Processing (OLAP)	US 13/928,299	June 26, 2013		
Offers System	PCT/US2013/047997	June 26, 2013		
Offers System	US 13/928,272	June 26, 2013		
Recommendations System	PCT/US2013/047998	June 26, 2013		
Recommendations System	US 13/928,275	June 26, 2013		
Mobile Application Download Tracking	Internal number 90563-833860	unfiled		
Graph-Based Recommendations Service Systems and Methods	US 14/087,603	November 22, 2013		

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ii. copyrights and other rights in works authorship;

iii. trade secrets; and

iv. confidential information and any other intellectual property rights constituting, embodied in or pertaining thereto.

b. "Patents" shall mean the patents and patent applications (and grants thereof) of MEDIO filed in the United States Patent & Trademark Office ("USPTO") (as well as unfilled patent applications or material thereof) listed in, but not limited to, Schedule A attached hereto together with any and all substitutions, extensions or supplementary protection certificate, reissues, reexaminations, renewals, divisions, continuations and continuations-in-part thereof, and any counterparts thereof issued or pending, as applicable, in any and all other jurisdictions worldwide.

4. Binding Effect. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements of the Parties, with respect to the subject matter hereof.

5. Further Assurances. Each of the Parties hereby covenants and agrees, at any time and from time to time forthwith, to execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably necessary or as required in order to effect the purposes of this Agreement.

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[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

here

HERE Global B.V.
De Run 1115, 5503 LB Veldhoven
Tel. +31(0)40 2981400 Fax +31 (0)40 2981410

By: _____

Name: F. M. van Haaren
Title: Managing Director
Date: 21 AUG 2014

By: _____

Name:
Title:
Date:

HERE Global B.V.

By: _____

Name: R.A.J. Houben
Title: Managing Director
Date: 21 AUG 2014

By: _____

Name:
Title:
Date:

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