

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3070988

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ADB BROADBAND S.P.A.	01/01/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ADVANCED DIGITAL BROADCAST S.A.
<b>Street Address:</b>	AVENUE DE TOURNAY 7
<b>City:</b>	PREGNY-CHAMBESY
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	1292
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7588472
Patent Number:	7530101
Patent Number:	8509724
Patent Number:	8711040
Patent Number:	8345789
Application Number:	12809530
Application Number:	61220728
<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>	+48684515128
<b>Email:</b>	J.Dobryniowski@adbglobal.com
<b>Correspondent Name:</b>	JACEK DOBRYNIEWSKI
<b>Address Line 1:</b>	TRASA POLNOCNA 16
<b>Address Line 4:</b>	ZIELONA GORA, POLAND 65-119
<b>NAME OF SUBMITTER:</b>	JACEK DOBRYNIEWSKI
<b>SIGNATURE:</b>	/Jacek Dobryniowski/
<b>DATE SIGNED:</b>	10/19/2014
<b>Total Attachments: 9</b>	
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PATENT

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**PATENT, KNOW-HOW AND SOFTWARE ASSIGNMENT  
AND KNOW-HOW LICENSE AGREEMENT**

This Agreement is made effective as of January 1<sup>st</sup>, 2011 (the "Effective Date") by and between

**ADB Broadband S.p.A.**, an Italian company with its registered office at Viale Sarca 222, 20126 Milan, Italy, (hereinafter "ASSIGNOR")

and

**Advanced Digital Broadcast S.A.**, a Swiss company with registered office at Avenue de Tournay 7, 1292 Pregny-Chambesey, Switzerland (hereinafter "ASSIGNEE")

**RECITALS**

- A. ASSIGNOR is the owner of certain patents, know-how and software more fully described in the attached Exhibits and is the licensee of certain know-how better defined here below "Licensed Know-How";
- B. ASSIGNOR has agreed to assign and transfer to ASSIGNEE the proprietary patents, know-how and software and to grant to ASSIGNEE a license to the Licensed Know-How;
- C. ASSIGNEE has also agreed to grant to ASSIGNOR a license to the patents, know-how and software.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Definitions**

The capitalized terms used in this Agreement shall have the meanings specified in other parts of this Agreement or below:

- 1.1 "ADB Group" shall mean the group of companies controlled by Advanced Digital Broadcast Holdings S.A..
- 1.2 "Affiliate" of any company shall mean any other company which, directly or indirectly, controls, is controlled by, or is under common control with that company, and for these purposes "control" shall mean the beneficial ownership by one company of at least fifty per cent (50%) of the nominal value of shares in the issued share capital or equity interest of the other company which carry a right to attend and vote at general meetings of the other company.
- 1.3 "Assigned Patents" shall mean, as the case may be, the Patents and Industrial Design Rights owned by ASSIGNOR and ASSIGNOR's undivided interest in the Patents and Industrial Design Rights jointly owned by ASSIGNOR and Telecom Italia S.p.A., both as listed in Exhibit 1 hereto.
- 1.4 "Assigned Know-How": shall have the meaning set forth under Exhibit 3 hereto.
- 1.5 "Assigned Software" shall mean the software owned or co-owned by ASSIGNOR directly associated with the Products, including - but not limited to - the software listed in Exhibit 2 hereto.
- 1.6 "Industrial Design Right" shall mean an industrial design right or an application for an industrial design right with an effective filing date or priority date on or prior to the Effective Date, including, without limitation, foreign counterparts to the same, whether or not pending on the Effective Date, and any rights granted there from.
- 1.7 "Licensed Know-How" shall mean all software, technical information, know-how, data, manufacturing techniques, engineering data, drawings, raw material specifications,



components and assembly data owned or co-owned or controlled by Pirelli & C. S.p.A. - an Italian corporation with its registered office at Viale Piero ed Alberto Pirelli n. 25, 20126 Milan -, licensed to ASSIGNOR as per the Patent, Know-how and Software Assignment and Know-how License Agreement executed on the 10<sup>th</sup> of November 2010 and in possession of the same ASSIGNOR on the 29<sup>th</sup> of November 2010, other than the Assigned Know-How and the Assigned Software.

- 1.8 "Patent" shall mean a patent or patent application with an effective filing date or priority date on or prior to the Effective Date, including, without limitation, foreign counterparts to the same, whether or not pending on the Effective Date, and any patents granted there from; and corresponding divisional, reissue, reexamination, continuation or continuation-in-part applications, whether or not pending on the Effective Date, and any patents granted there from.
- 1.9 "Products" shall mean [REDACTED]  
[REDACTED]  
[REDACTED] on or prior to the Effective Date.

## 2. Software, Know-How and Patent Assignment

- 2.1 As of the Effective Date, ASSIGNOR hereby assigns, transfers and conveys all of its right, title and interest in and to the Assigned Software, the Assigned Know-How and the Assigned Patents to ASSIGNEE, including:
- (a) the benefit of all priority dates, as far as the Assigned Patents are concerned;
  - (b) the right to seek and obtain registrations in other countries, as far as the Assigned Patents are concerned;
  - (c) the right to sue for and obtain injunctive relief, damages, and all other relief in respect of any infringement or misuse (whether past, present or future) of the Assigned Software, the Assigned Know-How and the Assigned Patents or of the rights conferred by publication of the application for the Assigned Patents.
- 2.2 Starting from the Effective Date, ASSIGNEE shall have the exclusive right, in its sole discretion, to prosecute and maintain the Assigned Patents in its own name, at its own cost and expense.
- 2.3 In the event that ASSIGNEE elects to record the assignment of the Assigned Patents under Article 2.1 of this Agreement, ASSIGNEE shall carry out all the activities for and bear any and all costs and expenses arising from and as a result of such recordation and the perfection of the vesting in the name of ASSIGNEE of the Assigned Patents.

## 3. Consideration

As consideration for the assignment by ASSIGNOR to ASSIGNEE of the Assigned Software, the Assigned Know-How and the Assigned Patents pursuant to Article 2, the parties agree that ASSIGNEE shall pay to ASSIGNOR, upon receipt of relevant invoice, an amount of [REDACTED]

## 4. Software, Know-How and Patent license to ASSIGNOR

As of the Effective Date, ASSIGNEE hereby grants to ASSIGNOR a non-exclusive, worldwide, royalty free license, with right to sublicense, to use the Assigned Software, the Assigned Know-How and the Assigned Patents to develop, make, have made, use, import, distribute, license, offer for sale and sell the Products and their evolutions.

**5. Know-How License to ASSIGNEE**

5.1 As of the Effective Date, ASSIGNOR grants to ASSIGNEE a non-exclusive, worldwide, royalty free license, with right to sublicense, to use the Licensed Know-How to develop, make, have made, use, import, distribute, license, offer for sale and sell the Products and their evolutions. The license under this Article 5.1 shall remain in force until [REDACTED] without breach of this Agreement by ASSIGNEE.

5.2 ASSIGNEE shall maintain secret and confidential the Licensed Know-How and shall use the Licensed Know-How only for the purpose of exercising the rights granted under Article 5.1. Notwithstanding the foregoing, ASSIGNEE may disclose the Licensed Know-How to its employees, representatives, subcontractors and sublicensees, subject to the provisions of article 5.4.

- 5.3 The obligations under Article 5.2 shall not apply to information which:
- a. on the Effective Date was already in the public domain;
  - b. after the Effective Date has become part of the public domain without breach of this Agreement by ASSIGNEE, its employees, representatives, subcontractors or sublicensees;
  - c. is disclosed to ASSIGNEE at any time by a third party having a right to disclose the same and who did not receive the same, directly or indirectly, from ASSIGNOR;
  - d. is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction, to the extent that such disclosure is required by law, regulation or court order, and notice is given by the other of any such requirement or request to permit ASSIGNOR to seek and appropriate protective order or exemption from such requirement or request.

5.4 ASSIGNEE shall adopt such reasonable measures as from time to time may be requested by ASSIGNOR to safeguard the Licensed Know-How from unauthorised disclosure and use. ASSIGNEE shall in particular [REDACTED]

[REDACTED]

Licensed Know-How.

**6. Termination of Licenses**

In the event either ASSIGNOR or ASSIGNEE ceases to belong to the ADB Group, the licenses under Articles 4 and 5 shall be immediately terminated unless agreed otherwise in writing between the parties hereto.

**7. Miscellaneous**

7.1 Amendment. This Agreement may be amended or supplemented only by a writing that refers specifically to this Agreement and is signed by duly authorized representatives of the parties hereto.

7.2 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the federal laws of Switzerland. All disputes arising in connection with this Agreement or related thereto shall exclusively be settled by the competent court in Geneva.

A handwritten signature in dark ink, appearing to be 'AB', is located in the lower right quadrant of the page.

- 7.3 Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by the party granting such waiver; but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 7.4 Entire Agreement. This Agreement, including all Exhibits hereto, all of which are incorporated by this reference, set forth the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and merge all prior discussions, agreements or understanding between the parties hereto relating to the subject matter hereof.
- 7.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason it will be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement will be deemed valid and enforceable to the fullest extent possible.
- 7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement, on the dates below indicated.

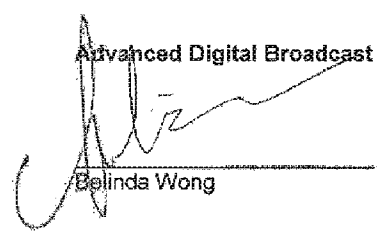
ADB Broadband S.p.A.



Alessandro Brenna

Marie-Noelle Vulliez

Advanced Digital Broadcast S.A.



Belinda Wong

**Exhibit 1  
ASSIGNED PATENTS**

CASE N° PC1013

N.	Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1	PAT	World Intellectual Property Organization	WO2004/055949	01-Jul-2004	02WO-EP14482	18-Dec-2002	18-Jul-2005
2	EPC	Germany	DE60213487.0	26-Jul-2006	02EP-793064.3	18-Dec-2002	18-Dec-2022
3	PCT	EPO	EP1573863	26-Jul-2006	02EP-793064.3	18-Dec-2002	18-Dec-2022
4	EPC	France	EP1573863	26-Jul-2006	02EP-793064.3	18-Dec-2002	18-Dec-2022
5	EPC	United Kingdom	EP1573863	26-Jul-2006	02EP-793064.3	18-Dec-2002	18-Dec-2022
6	EPC	Italy	EP1573863	26-Jul-2006	02EP-793064.3	18-Dec-2002	18-Dec-2022
7	PCT	USA	US7588472	15-Sep-2009	02US-10538875	18-Dec-2002	21-Apr-2024

CASE N° PC1018

N.	Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1	DMS	Italy	IT87158	15-Feb-2005	02IT-MIO/000849	17-Dec-2002	17-Dec-2022
2	DMS	Canada	CA103401	22-Dec-2005	03CA-103401	17-Jun-2003	22-Dec-2015
3	DDV	Canada	CA111381	22-Dec-2005	03CA-111381	31-May-2005	22-Dec-2015
4	DDV	Canada	CA111382	22-Dec-2005	03CA-111382	31-May-2003	22-Dec-2015
6	DMS	European Community	EM40969	03-Nov-2004	03EM-40969	17-Jun-2003	03-Nov-2029
6	DMS	Japan	JP1208810	23-Apr-2004	03JP-17122	17-Jun-2003	17-Jun-2023
7	DMS	Japan	JP1211668	28-May-2004	03JP-17123	17-Jun-2003	17-Jun-2023
8	DMS	Japan	JP1208811	23-Apr-2004	03JP-17124	17-Jun-2003	17-Jun-2023
9	DMS	Korea - South Repub.	KR348472	22-Mar-2004	03KR-30-0016939	17-Jun-2003	17-Jun-2023
10	DMS	Korea - South Repub.	KR356452	01-Jul-2004	03KR-30-0016940	17-Jun-2003	17-Jun-2023
11	DMS	USA	USD505589	19-Jul-2005	03US-29/183616	16-Jun-2003	16-Jun-2023
12	DDV	USA	USD504912	09-Jan-2007	04US-29/219177	15-Dec-2004	16-Jun-2023
13	DDV	USA	USD519504	25-Apr-2006	04US-29/219178	15-Dec-2004	25-Apr-2020

CASE N° PC1063

N.	Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1	DMS	European Community	EM102355	13-Nov-2003	03EM-102355	13-Nov-2003	13-Nov-2028
2	DMS	Brazil	BRD6401547-5	21-Dec-2004	04BR-6401547.5	12-May-2004	12-May-2029
3	DMS	Canada	CA106980	11-Dec-2006	04CA-106980	13-Jun-2004	11-Dec-2016
4	DMS	China	CN30053382.1	03-Aug-2005	04CN-30053382.1	12-May-2004	12-May-2014
6	DMS	Japan	JP1234583	10-Feb-2005	04JP-14161	13-May-2004	13-May-2024
6	DMS	Japan	JP1234715	10-Feb-2005	04JP-14162	13-May-2004	13-May-2024
7	DMS	Japan	JP1227453	26-Nov-2004	04JP-14163	13-May-2004	13-May-2024
8	DMS	Japan	JP1234716	10-Feb-2005	04JP-14164	13-May-2004	13-May-2024
9	DMS	Japan	JP1234717	10-Feb-2005	04JP-14165	13-May-2004	13-May-2024
10	DMS	Japan	JP1234718	10-Feb-2005	04JP-14166	13-May-2004	13-May-2024
11	DMS	Japan	JP1227454	26-Nov-2004	04JP-14167	13-May-2004	26-Nov-2019

12	DMS	Korea - South Repub.	KR348472-01	24-Jan-2005	04KR-30-0013850	12-May-2004	22-Mar-2019
13	DMS	Korea - South Repub.	KR348472-02	24-Jan-2005	04KR-30-0013851	12-May-2004	22-Mar-2019
14	DMS	Korea - South Repub.	KR348472-03	24-Jan-2005	04KR-30-0013852	12-May-2004	22-Mar-2019
15	DMS	Korea - South Repub.	KR348472-04	24-Jan-2005	04KR-30-0013853	12-May-2004	12-May-2024
16	DMS	Korea - South Repub.	KR348472-05	24-Jan-2005	04KR-30-0013854	12-May-2004	12-May-2024
17	DMS	Korea - South Repub.	KR348472-06	24-Jan-2005	04KR-30-0013855	12-May-2004	12-May-2024
18	DMS	Korea - South Repub.	KR348472-07	24-Jan-2005	04KR-30-0013856	12-May-2004	12-May-2024
19	DMS	USA	USD516561	07-Mar-2006	04US-29/205317	13-May-2004	07-Mar-2020

CASE N° PC1101

N.	Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1	PAT	World Intellectual Property Organization	WO06/039941	20-Apr-2006	04WO-EP011665	15-Oct-2004	15-May-2007
2	EPC	Germany	04DE60028526.9	04-Aug-2010	04EP-790504.7	15-Oct-2004	15-Oct-2024
3	PCT	EPO	-	04-Aug-2010	04EP-790504.7	15-Oct-2004	15-Oct-2024
4	EPC	France	-	04-Aug-2010	04EP-790504.7	15-Oct-2004	15-Oct-2024
5	EPC	United Kingdom	-	04-Aug-2010	04EP-790504.7	15-Oct-2004	15-Oct-2024
6	EPC	Italy	-	04-Aug-2010	04EP-790504.7	15-Oct-2004	15-Oct-2024
7	PCT	USA	09US-0204905	20-Apr-2006	04US-11/664967	15-Oct-2004	15-Oct-2024

CASE N° PC1130

N.	Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1	DMS	European Community	EM397435	10-Oct-2005	05EM-397435	08-Sep-2006	08-Sep-2030
2	DMS	European Community	EM484787	03-Jul-2006	06EM-484787	24-Feb-2006	24-Feb-2031
3	DMS	USA	D649223	21-Aug-2007	06US-29/255355	08-Mar-2006	21-Aug-2021
4	DMS	USA	-	-	06US-29/255354	08-Mar-2006	08-Mar-2026

CASE N° PC1148

N.	Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1	PAT	World Intellectual Property Organization	WO2008/043368	17-Apr-2008	06WO-EP009647	05-Oct-2006	05-May-2009
2	PCT	EPO	EP2111671	17-Apr-2008	06EP-806067.3	05-Oct-2006	05-Oct-2026
3	PCT	USA	US2009-0305652	17-Apr-2008	06US-12/311429	05-Oct-2006	05-Oct-2026

CASE N° PC1186

N.	Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1	PAT	World Intellectual Property Organization	WO2008/148404	11-Dec-2008	07WO-EP004932	04-Jun-2007	04-Jan-2010
2	PCT	China	CN101715617	11-Dec-2008	07CN-80053238.9	04-Jun-2007	04-Jun-2027
3	PCT	EPO	EP2162951	11-Dec-2008	07EP-725800.2	04-Jun-2007	04-Jun-2027
4	UTM	Italy	-	04-Dec-2008	07MI-U000242	10-Jul-2007	10-Jul-2017
5	PCT	USA	US10-0182206	11-Dec-2008	07US-12/451842	04-Jun-2007	04-Jun-2027

CASE N° PC1189



N. Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1 PAT	Italy	-	-	09IT-MIA091068	17-Jun-2009	17-Jun-2029
2 PRO	USA	-	-	09US-61/220728	26-Jun-2009	26-Jun-2010
3 PAT	World Intellectual Property Organization	-	-	10WO-IB001481	15-Jun-2010	17-Jan-2012

CASE N° TEL0837

N. Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1 PAT	World Intellectual Property Organization	WO04/075477	02-Sep-2004	03WO-EP01790	21-Feb-2003	21-Sep-2005
2 PCT	Brazil	-	-	05BR-0318118.9	21-Feb-2003	21-Feb-2018
3 PCT	Canada	-	-	05CA-2515411	21-Feb-2003	21-Feb-2023
4 PCT	China	-	-	05CN-03825998.6	21-Feb-2003	21-Feb-2023
5 PCT	EPO	EP1609288	02-Sep-2004	03EP-815946.3	21-Feb-2003	21-Feb-2023
6 PCT	Japan	JP4248499	23-Jan-2009	04JP-568388	21-Feb-2003	21-Feb-2023
7 PCT	Korea - South Repub.	-	-	05KR-7015510	21-Feb-2003	21-Feb-2023
8 PCT	USA	US7530101	05-May-2009	05US-10/546011	21-Feb-2003	21-Feb-2023

CASE N° TEL1125

N. Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1 PAT	World Intellectual Property Organization	-	-	06WO-EP011430	29-Nov-2006	29-Jun-2009
2 PCT	China	-	29-May-2008	06CN-80056883.1	29-Nov-2006	29-Nov-2026
3 PCT	EPO	-	29-May-2008	06EP-818890.3	29-Nov-2006	29-Nov-2026
4 PCT	USA	-	29-May-2008	09US-12/312846	29-Nov-2006	29-Nov-2026

CASE N° TEL1174

N. Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1 PAT	World Intellectual Property Organization	-	-	07WO-EP011140	19-Dec-2007	19-Jul-2010
2 PCT	China	-	19-Jun-2009	07CN-80102224.1	19-Dec-2007	19-Dec-2027
3 PCT	EPO	EP2232637	19-Jun-2009	07EP-859883.1	19-Dec-2007	19-Dec-2027
4 PCT	USA	-	19-Jun-2009	07US-12/809530	19-Dec-2007	19-Dec-2027

CASE N° TEL1177

N. Type	Country	Pub/Pat number	Pub/Grant	Application N°	Filing date	Exp. date
1 PAT	World Intellectual Property Organization	-	-	07WO-EP011141	19-Dec-2007	19-Jul-2010
2 PCT	China	-	19-Jun-2009	07CN-80102231.1	19-Dec-2007	19-Dec-2027
3 PCT	EPO	EP2235848	19-Jun-2009	07EP-856864.9	19-Dec-2007	19-Dec-2027
4 PCT	USA	-	19-Jun-2009	07US-12/809497	19-Dec-2007	19-Dec-2027

Total Cases: 12

Total Patents: 81

Exhibit 2  
ASSIGNED SOFTWARE

██████████  
██████████

(as described in the following documents)

*MS*

Exhibit 3  
ASSIGNED KNOW-HOW

"Assigned Know-How" shall mean all

[REDACTED]

a) HARDWARE DESIGN CAPABILITIES

[REDACTED]

b) SW DESIGN CAPABILITIES

[REDACTED]

AB