

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3085255

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NORTEL NETWORKS LIMITED	11/20/2012
RECEIVING PARTY DATA		
Name:	ROCKSTAR BIDCO, LP	
Street Address:	LEGACY TOWN CENTER 1	
Internal Address:	7160 NORTH DALLAS PARKWAY, SUITE 250	
City:	PLANO	
State/Country:	TEXAS	
Postal Code:	75024	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	12114252
	Patent Number:	5330931
	Patent Number:	5452178
CORRESPONDENCE DATA		
Fax Number:	(613)576-1028	
<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:	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:	10/29/2014	
Total Attachments: 6		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of November 20, 2012 (the "Effective Date" by and between Nortel Networks Limited, a corporation organized under the laws of Canada ("Assignor"), and Rockstar Bidco, LP, a limited partnership organized under the laws of Delaware ("Assignee").

WITNESSETH:

WHEREAS Assignor and Assignee and certain other parties have entered into an Asset Sale Agreement, dated June 30, 2011 and as amended by the Amendment Agreement dated July 29, 2011 (hereinafter the "ASA"), pursuant to which, as soon as practicable after written request by the Assignee, the Assignor shall transfer all of its interest in the patents, patent applications and provisional patent applications identified and set forth on Schedule A attached hereto (such patents, patent applications and provisional patent applications, the "Assigned Patents") to a person of the Assignee's choosing;

WHEREAS, Assignee has requested such a transfer and, pursuant to the ASA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its worldwide 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 Assignment and in the ASA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the ASA and subject to Section 5 below, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest throughout the world in and to the Assigned Patents, any inventions and improvements claimed or disclosed therein, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor in the United States and its territorial possessions, and in and to any and all reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions thereof, and all other applications relating thereto which shall be filed by the Assignee or its assignees in the United States and its territorial possessions, 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, together with (A) the right, if any, to register or apply in all countries and regions in the Assignee's name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; (B) the right, if any, to 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 relating to 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, if any, 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 thereto.

2. Cooperation. At Assignee's cost, Assignor shall use reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to those Assigned Patents assigned to it hereunder.

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. The Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, 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.

4. Disclaimer. There are no warranties, representations or conditions, express or implied, statutory or otherwise between the Parties under this Assignment. ASSIGNEE ACKNOWLEDGES THAT, EXCEPT AS PROVIDED OTHERWISE IN THE ASA (INCLUDING WITH RESPECT TO THE STATEMENTS SET FORTH IN ANNEX I THERETO), 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. Scope of Assignment. The parties hereto agree that the Assigned Patents are jointly owned by Assignor and third parties. Accordingly, as provided in the ASA, the assignment pursuant to Section 1 hereto is solely to the extent permitted by and subject to applicable Law, and to any Contracts governing Assignor's joint ownership of the Assigned Patents, and subject to any Liens existing on the Assigned Patents not discharged by the U.S. Sale Order or Canadian Approval and Vesting Order, the undertakings specified in Sections 5.20 and 5.21 of the ASA, and any licenses granted thereunder prior to the date hereof.

6. Certain Definitions. Terms used in this Assignment, which are not defined herein, shall have the meaning ascribed to such terms in the ASA.

7. Governing Law. This Assignment shall be governed by the governing law and venue provisions of Section 10.6 of the ASA.

8. General Provisions. This Assignment is intended to effect the assignment of the Assigned Patents to Assignee as described in the ASA. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the ASA, the ASA shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Patents. 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, along with its Schedule and the ASA and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. 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.

[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.

NORTEL NETWORKS LIMITED

By

Name:

ALLAN BIFIELD

Title:

AUTHORIZED REPRESENTATIVE

ROCKSTAR BIDCO, LP

By Rockstar Bidco GP, LLC, *its General Partner*

By

Name:

Title:

PATENT

REEL: 034057 FRAME: 0529


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

NORTEL NETWORKS LIMITED

By _____
Name:
Title:

ROCKSTAR BIDCO, LP

By Rockstar Bidco GP, LLC, *its General Partner*

By 
Name: Kasim Alfatimi
Title: Manager

Schedule A

LIST OF ASSIGNED PATENTS

12/114 252	-	METHOD AND APPARATUS FOR TIME AND FREQUENCY TRANSFER IN COMMUNICATION NETWORKS	--	2-May-08
08/125 264	5 330 931	METHOD OF MAKING A CAPACITOR FOR AN INTEGRATED	23-Sept-93	19-July-94
08/224 499	5 452 178	STRUCTURE AND METHOD OF MAKING A CAPACITOR FOR AN INTEGRATED CIRCUIT	7-Apr-94	19-Sept-95