

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3103585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT ASSIGNMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES M. FORMAN, CHAPTER 7 TRUSTEE FOR	01/13/2014
WORLDGATE SERVICE, INC.	01/13/2014
RECEIVING PARTY DATA	
Name:	WGI INVESTOR LLC
Street Address:	1000 PROGRESS PLACE
City:	CONCORD
State/Country:	NORTH CAROLINA
Postal Code:	28025
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8089502
Patent Number:	8063928
Patent Number:	7239338
Patent Number:	D512698
CORRESPONDENCE DATA	
Fax Number:	(704)409-5637
<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:	704-331-2407
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Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	3015 CARRINGTON MILL BLVD., SUITE 400
Address Line 2:	P.O. BOX 13706
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ATTORNEY DOCKET NUMBER:	039543-000000
NAME OF SUBMITTER:	HENRY B. WARD, III
SIGNATURE:	/hbw/
DATE SIGNED:	11/11/2014
Total Attachments: 5	
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the Patent and Trademark Office:

Attorney Dkt. No.: 039543-000000

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Charles M. Forman
Chapter 7 Trustee for WorldGate Communications, Inc.,
Worldgate Service, Inc., WorldGate Finance, Inc., Ojo
Video Phones LLC and Ojo Service LLC

Additional name(s) of conveying party(ies) attached? Yes ☐ No ☒

2. Name and address of receiving party(ies):

WGI Investor LLC
1000 Progress Place
Concord, NC 28025

Additional name(s) & address(es) attached? Yes ☐ No ☐

3. Nature of conveyance/ Execution Date(s):

Execution Date(s) January 13, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Patent Assignment Agreement

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s) 8,089,502; 8,063,928; 7,239,338; and D512,698

Additional numbers attached? Yes ☐ No ☐

5. Name and address of party to whom correspondence concerning document should be mailed:

MOORE & VAN ALLEN PLLC
3015 Carrington Mill Boulevard, Suite 400
Post Office Box 13706
Research Triangle Park, NC 27709

6. Total number of applications and patents involved:
4

7. Total fee (37 CFR 1.21(h) & 3.41)

- ☐ Payment by EFT
☒ Authorization to charge Deposit Account for any deficiency or credit any overpayment
☒ None required (if filed electronically after 12/31/2013)
☐ None required (government interest not affecting title)

8. Deposit account number: 13-4365

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9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

/hbw/

Date: November 11, 2014

Name of Person Signing Henry B. Ward, III

Reg. No. 42,212

Total number of pages including cover sheet, attachments, and documents: 5

Electronically filed via the EFS-Web Electronic Filing System of the United States Patent and Trademark Office on November 11, 2014.

 PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") is executed and delivered as of December 17, 2014 by and between WGI Investor, LLC ("Assignee"), and Charles M. Forman, the chapter 7 trustee (the "Assignor") for WorldGate Communications, Inc., WorldGate Service, Inc., WorldGate Finance, Inc., Ojo Video Phones LLC and Ojo Service LLC (collectively, the "Debtors").

WHEREAS, the Office of the United States Trustee has appointed the Trustee to serve as the chapter 7 trustee for the estates of the Debtors;

WHEREAS, on May 21, 2012, the Court entered an Order directing the joint administration of the Debtors' estates;

WHEREAS, the Debtors, individually and collectively, are the owners of all right, title and interest in and to the patents listed in Schedule A and any and all related inventions, ideas, discoveries, developments, whether or not any of the foregoing are patentable, and any and all related issued patents and pending or abandoned patent applications, including without limitation any and all related divisionals, continuations, continuations in part, reissues, continuing patent applications, reexaminations, and extensions thereof, any other application or counterparts that claims or could claim priority therefrom, utility models, certificates of invention, certificates of registration and like rights, and all foreign counterparts and patents that issue from any of the items listed in the foregoing ("Properties");

WHEREAS, on October 18, 2013, the Court entered an Order approving the sale of the Properties to the Assignee; and

WHEREAS, Assignee is desirous of obtaining the entire right, title and interest in and to the Properties,

NOW, THEREFORE, for good and sufficient consideration paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the Properties, including all rights to recover damages for any and all past, current or future infringement, and the right to file applications and make claims of priority to the Properties under the patent laws of the United States, the International Convention for the Protection of Industrial Property, and any other international agreement or convention or the domestic laws of any country in which such application is filed. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States (including any Official empowered or authorized by international agreement or convention to issue patents pursuant to such agreement or convention), whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said Properties to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

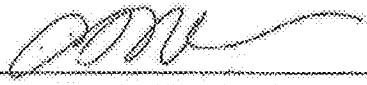
AND ASSIGNOR HEREBY further covenants and agrees that it will, as needed, communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said Properties, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything commercially reasonable to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Properties in all countries.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers or managers, as of the date first written above.

ASSIGNOR:

Charles M. Forman, solely in his capacity as chapter 7 trustee for WorldGate Communications, Inc., WorldGate Service, Inc., WorldGate Finance, Inc., Ojo Video Phones LLC and Ojo Service LLC

By: 

ASSIGNEE:

WGI Investor, LLC

By: 

Name: Robert S. [illegible]

Title: Manager of President, LLC, Manager
d VCI Investor, LLC

SCHEDULE A

Patent and Patent Application

Patent Title	Jurisdiction	Patent / Patent Application Number
Adaptive Video Telephone System	US	8,089,502
Videophone System and Method	US	8,063,928
Videophone System and Method	US	7,239,338
Video Phone	US	D512,698