

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3162531

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PRN CORPORATION	08/03/2010
RECEIVING PARTY DATA		
Name:	THOMSON LICENSING SAS	
Street Address:	1-5 RUE JEANNE D'ARC	
City:	ISSY-LES-MOULINEAUX	
State/Country:	FRANCE	
Postal Code:	92130	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	6944632	
CORRESPONDENCE DATA		
Fax Number:	(609)734-6888	
<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:	6097346867	
Email:	USPTO@technicolor.com	
Correspondent Name:	ROBERT D. SHEDD	
Address Line 1:	2 INDEPENDENCE WAY	
Address Line 2:	SUITE 200	
Address Line 4:	PRINCETON, NEW JERSEY 08540-6620	
ATTORNEY DOCKET NUMBER:	PRN06009-US-DIV4	
NAME OF SUBMITTER:	PATRICIA VERLANGIERI	
SIGNATURE:	/Patricia Verlangieri, Reg. No. 42201/	
DATE SIGNED:	12/24/2014	
Total Attachments: 9		
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PATENT

REEL: 034585 FRAME: 0423

Patent Assignment Agreement

Between

PRN CORPORATION, an American corporation incorporated in the state of Delaware, and having an office at 600 Harrison Street, 4th Floor, San Francisco, Ca 94107 USA, duly represented by Mitchell Wortzman, acting in his capacity of Chief Financial Officer,

Hereinafter referred to as “PRN” or
“Assignor”,

And

THOMSON Licensing, S.A.S., a company duly organised and existing under the laws of France, having offices at 1 rue Jeanne d’Arc, 92130 Issy les Moulineaux, France, with a share capital of 42,000,000 euros, registered at the trade register of Nanterre under number 383 461 191, duly represented by Alfred de Lassence, acting in his capacity of Chairman,

Hereinafter referred to as “TL” or
“Assignee”,

Hereinafter called, separately or collectively, “Party(ies)”;

WHEREAS PRN is the owner of certain patents and/or patent applications (hereinafter referred to as the “Patents” or “PRN Patents”), as more fully set forth below hereafter and as attached in **Exhibit 1** to the present Patent Assignment Agreement (hereinafter referred to as the “Agreement”);

WHEREAS TL is interested in purchasing and acquiring, for fair and reasonable consideration, the PRN Patents;

WHEREAS PRN is, in turn, interested, for such fair and reasonable consideration, in selling and assigning, all rights, titles, and interests in and to the PRN Patents, subject to any and all existing licenses/cross licenses already granted by Assignor, (a list of which is set forth on **Exhibit II** hereto);

WHEREAS the Parties now wish to confirm the terms and conditions of the acquisition of the PRN Patents;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, PRN and TL agree as follows:

Article 1

1.1 Subject to the terms and conditions of this Agreement, Assignor hereby transfers and assigns all its rights, titles and interests throughout the world, in the PRN Patents which are listed on the Exhibit I to the present Agreement, to the full extent of its ownership or interest therein; including, without limitation, all and any national, regional and/or international Patents filed and/or issued worldwide, any division, renewal, continuation in whole or in part, all domestic and foreign patent applications and registrations therefore (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, re-examinations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing, all pending applications and to all foreign counterparts) including the right to claim the priority from the PRN Patents and applications as provided by the Paris Convention of 1883 and any and all other rights and interests arising out of, in connection with or in relation to the PRN Patents.

1.2 Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the PRN Patents.

1.3 Assignee hereby accepts such transfer and assignment of the foregoing Patents. In consequence, Assignee shall have all rights, titles and interests in and to the foregoing PRN Patents, including the right to exploit, use, assign, license (or act as licensor, in respect of existing license agreements) and dispose of the foregoing Patents.

Article 2

Assignee will have the right to institute, continue or defend, any suit or action dealing with the foregoing Patents.

To such effect, Assignee is subrogated to all Assignor's rights and actions, in substitution for those of Assignor, both with respect to claims and defenses.

Article 3

Assignor warrants that its rights with respect to the foregoing Patents have not been mortgaged, pledged, hypothecated or encumbered by any lien or security interest interfering with the assignment.

Article 4

4.1 The foregoing assignment is concluded for fair and valuable consideration paid, or to be paid, to or on behalf of Assignor and at an amount mutually agreed of US \$ 390,000 (three hundred and ninety thousand US Dollars). Such a consideration is hereby expressly acknowledged and confirmed by the Parties as representing a fair and reasonable valuation, under an arm's length transaction.

Upon request, Assignor shall promptly furnish to Assignee an appropriate invoice for the payment.

4.2 Assignor shall take all necessary and appropriate actions so that, to the full extent legally permissible, the payment as set forth in **Article 4.1** shall not be subject to double taxation or to withholding taxes pursuant to any existing United States/French tax conventions. In particular, Assignor reasonably promptly upon execution of the present Agreement, shall provide Assignee with duly completed relevant tax certificates as reasonably requested by Assignee.

Article 5

Subject to any and all existing licenses/cross licenses already granted by Assignor, Assignee grants back to Assignor a non-exclusive, non-transferable, worldwide, royalty-free license (without any right to sub-license) to reproduce, make, have made, use, import, offer for sale, and sell any products or services under the PRN Patents, as long as Assignor is directly or indirectly controlled by Technicolor SA, parent company of Assignee and Assignor, (for the purpose of this agreement "control" shall mean ownership of at least fifty (50%) of the voting rights of any such entity and shall be deemed to exist only for as long as such ownership exists). The above mentioned license will be automatically terminated against Assignor on the date such control ceases.

Article 6

6.1 Upon request of Assignee, Assignor agrees to execute, as "Assignor", separate "short form" Assignment Agreements, in each case substantially in the form set forth in **Exhibit III** respectively hereto, either in English or as translated into another language, and which may be submitted to the appropriate Patent Office(s) to confirm the patent assignments referenced therein. Assignor also further agrees to cooperate reasonably with Assignee otherwise to further confirm and perfect the foregoing patent rights.

6.2 Unless otherwise expressly agreed by the Parties, all costs and expenses relating to the actions as set forth in **Article 6.1**, above, and in particular relating to the recording of such Assignment Agreements with the Patent Office(s), shall be borne by Assignee.

Article 7

Any notices to be given by one Party to the other Party under this Agreement shall be given in writing, and either in person, or else by fax or by certified letter, return receipt requested, to the addresses as stated below (or to such other addresses as the Parties may from time to time notify to each other according to the foregoing procedures):

If to PRN:

PRN Corporation
600 Harrison Street, 4th Floor
San Francisco, Ca 94017
to the attention of its Sr. Vice President of Legal and Business Affairs
Fax number: 415-808-3535

If to TL:

THOMSON Licensing
1 rue Jeanne d'Arc 92443 Issy Les Moulineaux Cedex France

to the attention of its Executive Vice President Intellectual Property and Licensing
 Fax number: + 33 1 41 86 56 18

Notices, which are given by certified letter, return receipt requested, shall be deemed given on the date mailed.

Article 8

Following execution by the Parties, the present Patent Assignment Agreement shall come into force retroactively on **August 26th, 2005**.

This Agreement shall terminate upon the last to expire of the PRN Patents.

Article 9

The present Agreement shall be governed by the Laws of France.

In case of disagreement in the interpretation and/or the execution of the present Agreement, the "Tribunal de Grande Instance" of Paris, France, shall be exclusively competent.

IN WITNESS WHEREOF, each of the Parties hereto has caused the present Patent Assignment Agreement to be executed in three (3) original copies, one (1) for each part, by its duly authorized officer or representative, and one (1) for the appropriate patent office.

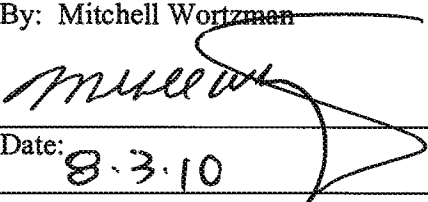
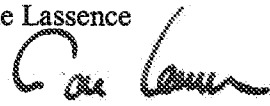
ASSIGNOR	ASSIGNEE
By: Mitchell Wortzman 	By: Alfred de Lassence 
Date: 8.3.10	Date: 27.05.2011

Exhibit I - List of Patents

PRN PATENT S								
Family Number	Cou ntry	Filing Type	Filing date	Filing Number	Publicatio n date	Publication Number	Grant date	Grant Numb er
PRN06001	US	NP	29 sept 1989	07/41501 5			28 janv 1992	50847 68
PRN06005	US	NP	08 août 1996	08/69469 4			29 sept 1998	58154 71
PRN06006	US	NP	20 déc 1996	08/77160 5			23 nov 1999	59908 79
PRN06008	CA	PCT	07 août 1998	2311808			01 nov 2005	23118 08
	WO	PCT	07 août 1998	US98/164 86				
	US	NP	07 août 1998	09/13089 9			02 avr 2002	63669 14
PRN06009	CA	PCT	07 août 1998	2311943			04 janv 2005	23119 43
	WO	PCT	07 août 1998	US1998/0 16476	18 févr 1999	WO1999/008 194		
	US	NP	07 août 1998	09/13090 0			22 avr 2003	65534 04
	EP	EPT	07 août 1998	98938449 .0	18 févr 1999	1002274		
	US	DIV	23 juin 2000	09/60255 9			25 nov 2003	66547 57
	US	DIV	09 avr 2003	10/41085 5			16 août 2005	69314 06
	US	DIV	21 avr 2003	10/42059 0	06 nov 2003	2003- 0208469-A1	27 juin 2006	70692 74
	US	DIV	21 avr 2003	10/42058 9			13 sept 2005	69446 32

Grant								
Family Number	Cou ntry	Filing Type	Filing date	Filing Number	Publicatio n date	Publication Number	Grant date	Numb er
PRN06010	CA	PCT	07 août 1998	2311924			26 avr 2005	2311924
	WO	PCT	07 août 1998	US1998/016484				
	US	NP	07 août 1998	09/130998			08 juil 2003	6591247
PRN06011	WO	PCT	07 août 1998	US1998/016474	18 févr 1999	WO1999/008193		
	CA	PCT	07 août 1998	2311920			03 mai 2005	2311920
	US	NP	07 août 1998	09/131286			25 mars 2003	6539417
	US	CNT	03 mars 2003	10/379141			04 avr 2006	7024453
PRN06012	US	NP	27 févr 2004	10/789425	01 sept 2005	2005-0190927		

Exhibit II

List of Existing Licenses and/or Cross Licenses relating to the PRN Patents

As of the execution of the Agreement: A License has been granted to Premier Retail Networks, Inc.

Exhibit III**Patent Assignment Agreement****Between**

PRN CORPORATION, an American corporation incorporated in the state of Delaware, and having an office at 600 Harrison Street, 4th Floor, San Francisco, CA 94107 USA, duly represented by Mitch Wortzman, acting in his capacity of Chief Financial Officer,

Hereinafter referred to as "PRN" or "Assignor",

And

THOMSON Licensing, S.A.S., a company duly organised and existing under the laws of France, having offices at 1 rue Jeanne d'Arc, 92130 Issy les Moulineaux, France, with a share capital of 42,000,000 euros, registered at the trade register of Nanterre under number 383 461 191, duly represented by Alfred de Lassence, acting in his capacity of Chairman,

Hereinafter referred to as "TL" or "Assignee",

Hereinafter called, separately or collectively, "Party(ies)";

WHEREAS Assignor is the owner of certain PRN Patents, as more fully set forth below hereafter and as attached in Exhibit 1 to the present Patent Assignment Agreement;

WHEREAS pursuant to Article 1 of the Agreement signed between Assignor and Assignee (ref. MdB08C088M) (the "Agreement"), all rights, titles and interests to Assignor's Patents, as set forth in the Agreement, shall be assigned to Assignee;

THEREFORE, both Parties hereby agree as follows:

Article 1

Assignor hereby transfers and assigns to Assignee, and confirms the transfer and assignment to Assignee of, all of Assignor's rights, titles and interests in its PRN Patents; that is, all those patents or patent applications which are listed on the Exhibit I to the present Patent Assignment Agreement.

Assignee hereby accepts such transfer and assignment of the foregoing PRN Patents.

In consequence, Assignee shall have all rights, titles and interests in and to the foregoing PRN Patents, including the right to exploit, use, assign, license (or act as licensor, in respect of existing license agreements) and dispose of the foregoing PRN Patents.

Article 2

Assignee will have the right to institute, continue or defend, any suit or action dealing with the foregoing PRN Patents.

To such effect, Assignee is subrogated to all Assignor's rights and actions, in substitution for those of Assignor, both with respect to claims and defenses.

Article 3

The Assignor warrants that its rights with respect to the foregoing PRN Patents have not been mortgaged, pledged, hypothecated or encumbered by any lien or security interest interfering with the assignment.

Article 4

The foregoing assignment is concluded for fair and valuable consideration paid, or to be paid, to or on behalf of Assignor and at an amount mutually agreed.

Article 5

The present Patent Assignment Agreement may be registered by or for the Assignee, at its expense, before the appropriate Patents Office(s).

Article 6

Following execution by the Parties, the present Patent Assignment Agreement shall come into force retroactively on August 26th, 2005.

IN WITNESS WHEREOF, each of the Parties hereto has caused the present Patent Assignment Agreement to be executed in three (3) original copies, one (1) for each part, by its duly authorized officer or representative and one (1) for the appropriate patent office

ASSIGNOR

By Mitchell Wortzman, CFO:

Date: 8-3-10

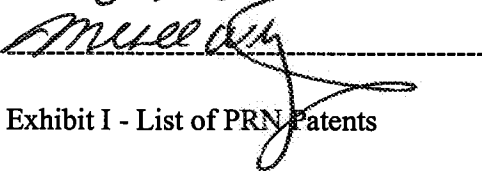



Exhibit I - List of PRN Patents

ASSIGNEE

By (title and signature):

Date:

 29.5.101,