

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3185325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VENTURI WIRELESS, INC.	02/27/2013
RECEIVING PARTY DATA	
Name:	VENTURI IP LLC
Street Address:	1345 AVENUE OF THE AMERICAS
Internal Address:	46TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14594027
CORRESPONDENCE DATA	
Fax Number:	(949)852-0004
<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:	9498520000
Email:	pair@kppb.com
Correspondent Name:	KPPB LLP
Address Line 1:	2400 E. KATELLA AVENUE
Address Line 2:	SUITE 1050
Address Line 4:	ANAHEIM, CALIFORNIA 92806
ATTORNEY DOCKET NUMBER:	V9-03044.CON2
NAME OF SUBMITTER:	AGNES POON
SIGNATURE:	/Agnes Poon/
DATE SIGNED:	01/15/2015
Total Attachments: 10	
source=03044con2assgnvwirelesstollc#page1.tif	
source=03044con2assgnvwirelesstollc#page2.tif	
source=03044con2assgnvwirelesstollc#page3.tif	
source=03044con2assgnvwirelesstollc#page4.tif	

source=03044con2assgnvwirelesstollc#page5.tif
source=03044con2assgnvwirelesstollc#page6.tif
source=03044con2assgnvwirelesstollc#page7.tif
source=03044con2assgnvwirelesstollc#page8.tif
source=03044con2assgnvwirelesstollc#page9.tif
source=03044con2assgnvwirelesstollc#page10.tif

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Venturi Wireless, Inc.

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

2. Name and address of receiving party(ies)

Name: Venturi IP LLC

Internal Address: 46th Floor

Street Address: 1345 Avenue of the Americas

City: New York

State: NY

Country: US Zip: 10105

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

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

Execution Date(s) Feb 27, 2013

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

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)

14/594027

Additional numbers attached? Yes No

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

Name: KPPB LLP

Internal Address: Suite 1050

Street Address: 2400 E. Katella Avenue

City: Anaheim

State: CA Zip: 92806

Phone Number: 949.852.0000

Docket Number: V9-03044.CON2

Email Address: pair@kppb.com

6. Total number of applications and patents involved: 1

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

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-4407

Authorized User Name _____

9. Signature: /Brian K. Sung/

1/15/15

Signature

Date

Brian K. Sung

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Venturi Wireless, Inc., a California corporation, with a business address located at 490 N. McCarthy Boulevard, Milpitas, California 95032 (“Assignor”), does hereby sell, assign, transfer, and convey unto Venturi IP LLC (“Assignee”), all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the “Patent Rights”):

(a) the patent applications and patents listed in the table below (the “Patents”);

<u>Patent or application no.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,115,384	US	06-20-1996	GATEWAY ARCHITECTURE FOR DATA COMMUNICATION BANDWIDTH-CONSTRAINED AND CHARGE-BY-USE NETWORKS MATTHEW J. PARZYCH
6,529,516	US	04-11-2000	GATEWAY ARCHITECTURE FOR DATA COMMUNICATION OVER BANDWIDTH-CONSTRAINED AND CHARGE-BY-USE NETWORKS MATTHEW J. PARZYCH
7,694,008	US	05-04-2005	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KOLING CHANG
7,945,692	US	12-21-2009	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KRISHNA RAMADAS
7,860,997	US	01-08-2010	METHOD AND APPARATUS FOR OPTIMIZED FLOW CONTROL TO INCREASE THE PERFORMANCE OVER LONG-LATENCY LINKS KRISHNA RAMADAS
7,860,998	US	03-29-2010	METHODS AND APPARATUS TO INCREASE THE EFFICIENCY OF SIMULTANEOUS WEB OBJECT FETCHING OVER LONG-LATENCY LINKS KRISHNA RAMADAS
8,010,693	US	11-05-2010	METHODS AND APPARATUS TO INCREASE THE EFFICIENCY OF A WEB BROWSER OVER LONG-LATENCY LINKS KRISHNA RAMADAS
8,108,457	US	08-10-2011	METHODS AND APPARATUS TO ENHANCE THE PERFORMANCE OF WEB BROWSERS OVER

<u>Patent or application no.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			BANDWIDTH CONSTRAINED LINKS KRISHNA RAMADAS
8,296,353	US	12-16-2011	FLOW CONTROL METHOD AND APPARATUS FOR ENHANCING THE PERFORMANCE OF WEB BROWSERS OVER BANDWIDTH CONSTRAINED LINKS KRISHNA RAMADAS
13/597,923	US	08-29-2012	FLOW CONTROL METHOD AND APPARATUS FOR ENHANCING THE PERFORMANCE OF WEB BROWSERS OVER BANDWIDTH CONSTRAINED LINKS KRISHNA RAMADAS
PCT/US06/17278	WO	05-04-2006	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KOLING CHANG
AU2006243783	AU	05-04-2006	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KOLING CHANG
CA2607740	CA	05-04-2006	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KOLING CHANG
CN101796491	CN	05-04-2006	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KOLING CHANG
EP1877907	EP	05-04-2006	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KOLING CHANG
IL187145	IL	05-04-2006	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KOLING CHANG
JP2008541239	JP	05-04-2006	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS

<u>Patent or application no.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			KOLING CHANG
KR20080015422	KR	05-04-2006	METHOD AND APPARATUS FOR INCREASING PERFORMANCE OF HTTP OVER LONG-LATENCY LINKS KOLING CHANG
8,116,225	US	10-16-2009	METHOD AND APPARATUS FOR ESTIMATING CHANNEL BANDWIDTH KANAPATHIPILLAI KETHEESAN
13/345,550	US	01-06-2012	CHANNEL BANDWIDTH ESTIMATION ON HYBRID TECHNOLOGY WIRELESS LINKS KANAPATHIPILLAI KETHEESAN
8,351,358	US	12-07-2009	CHANNEL STATE TRANSITION OPTIMIZATION KANAPATHIPILLAI KETHEESAN
13/714,079	US	12-13-2012	CHANNEL STATE TRANSITION OPTIMIZATION KANAPATHIPILLAI KETHEESAN
10/934,667 <i>Abandoned</i>	US	09-02-2004	REUSABLE COMPRESSED OBJECTS PRADEEP VERMA
PCT/US04/43085	WO	12-22-2004	REUSABLE COMPRESSED OBJECTS PRADEEP VERMA
AU2004311797	AU	12-22-2004	REUSABLE COMPRESSED OBJECTS PRADEEP VERMA
CA2551132	CA	12-22-2004	REUSABLE COMPRESSED OBJECTS PRADEEP VERMA
CN101088084	CN	12-22-2004	REUSABLE COMPRESSED OBJECTS PRADEEP VERMA
EP1706207	EP	12-22-2004	REUSABLE COMPRESSED OBJECTS PRADEEP VERMA
IL176550	IL	12-22-2004	REUSABLE COMPRESSED OBJECTS PRADEEP VERMA
JP2007523400	JP	12-22-2004	REUSABLE COMPRESSED OBJECTS PRADEEP VERMA
KR20070009557	KR	12-22-2004	REUSABLE COMPRESSED OBJECTS

<u>Patent or application no.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			PRADEEP VERMA
12/985,240	US	01-05-2011	RADIO ACCESS NETWORK LOAD AND CONDITION AWARE TRAFFIC SHAPING CONTROL KRISHNA RAMADAS

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents above and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents or any item in the foregoing categories (b) through (e), or (iii) could have been included as a claim in any of the Patents or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for (1) damages; (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents or any item in any of the foregoing categories (b) through (h).

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor represents and warrants to Assignee, except as set forth on the Schedule of Exceptions attached as Exhibit A, which exceptions shall be deemed to be part of the representations and warranties made hereunder, as follows:

- (1) Assignor is a company duly formed, validly existing, and in good standing under the laws of its formation jurisdiction. Assignor has the full power and authority to sell, assign, transfer and convey the Patent Rights to Assignee.
- (2) Assignor owns all right, title, and interest to the Patent Rights and the Patents are all of the currently existing patents and patent applications of Assignor. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. Except for the security interest granted by Assignor in favor of Fortress Credit Corp., the Patent Rights are free and clear of all security interests or other encumbrances of any kind. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patent Rights. All inventors named on the Patents are true and correct.
- (3) There is no obligation imposed by a standards-setting organization to license any of the Patents on particular terms or conditions. No licenses under the Patents have been granted or retained by Assignor or any other party and Assignee will not be subject to any covenant not to sue or other restrictions on its enforcement or enjoyment of the Patent Rights.
- (4) None of the Patents has ever been found invalid, unpatentable, or unenforceable for any reason in any proceeding and Assignor does not know of and has not received any notice or information of any kind suggesting that the Patents may be invalid, unpatentable, or unenforceable other than official notices from patent offices in the course of patent prosecution. If any of the Patents are terminally disclaimed to another patent or patent application, all patents and patent applications subject to such terminal disclaimer are included in the Patents. To the extent "small entity" fees were paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate because the payor qualified to pay "small entity" fees at the time of such payment and specifically had not licensed rights in any of the Patents to an entity that was not a "small entity."
- (5) None of Assignor, any prior owner or their respective agents or representatives have engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement.
- (6) Assignor has not (a) put a third party on notice of actual or potential infringement of any of the Patents; (b) invited any third party to enter into a license under any of the Patents; or (c) initiated any enforcement action with respect to any of the Patents.
- (7) None of the Patents has been or is currently involved in any reexamination, supplemental examination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or threatened.
- (8) All maintenance fees, annuities, and other amounts due or payable on the Patents have been timely paid.

Assignor will, at the reasonable request of Assignee, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

This Assignment will be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of law, except Section 5-1401 of the New York General Obligations Law; provided, however, that the prosecution, perfection, issuance, maintenance, validity and enforceability of any Patent Rights arising under the laws of any other jurisdiction, and the interpretation and enforceability of any rights granted under such Patent Rights, will be governed by the laws of that jurisdiction without reference to choice of law principles to the contrary. Assignor hereby irrevocably submits to the nonexclusive jurisdiction of any New York State or Federal court sitting in the City of New York and County of New York over any suit, action or proceeding arising out of or relating to this Assignment, and Assignor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any New York State or Federal court sitting in the City of New York and County of New York may be made by certified or registered mail, return receipt requested, or overnight mail with a reputable national carrier, directed to the Assignor at the address indicated above, and service so made shall be complete five (5) days after the same shall have been so mailed (one day in the case of an overnight mail service).

This Assignment represents the entire agreement about the subject matter of this Assignment and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Assignment merge into this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF this Assignment of Patent Rights is executed on February ____, 2013.

ASSIGNOR:

VENTURI WIRELESS, INC.

By: 

Name: UDAY NAGARAJAN

Title: PRESIDENT & CEO
(Signature MUST be attested.)

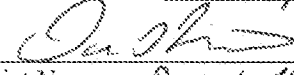
ATTESTATION OF SIGNATURE UNDER 28 U.S.C. § 1746

The undersigned witnessed the signature of Uday Nagarajan to the above Assignment of Patent Rights on behalf of Venturi Wireless, Inc. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Uday Nagarajan is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on February ____, 2013 to execute the above Assignment of Patent Rights on behalf of Venturi Wireless, Inc.
3. Uday Nagarajan subscribed to the above Assignment of Patent Rights on behalf of Venturi Wireless, Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered Sections immediately above are true and correct.

EXECUTED on February 2013 (date)


Print Name: Daniel Makatee

[Signature Page to Venturi Patent Assignment]

Exhibit A
Schedule of Exceptions

See attached.

[Signature Page to Venturi Patent Assignment]

Schedule of Exceptions

In connection with that certain Assignment of Patent Rights (the "Assignment") dated as of February 27, 2013 by Venturi Wireless, Inc. ("Assignor"), Assignor hereby delivers this Schedule of Exceptions to Assignor's representations and warranties given in the Assignment (the "Schedule of Exceptions"). The section numbers in this Schedule of Exceptions correspond to the section numbers in the Assignment; *provided, however*, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated in any other section of the Assignment where such disclosure would be readily apparent based on the actual text of the disclosure. Disclosure of any information or document herein is not a statement or admission that it is material or required to be disclosed herein. References to any document do not purport to be complete and are qualified in their entirety by the document itself. Capitalized terms used but not defined herein shall have the same meanings given them in the Assignment.

REPRESENTATIONS AND WARRANTIES

(2) Borrower is currently indebted to Venture Lending & Leasing V, Inc. ("VLL5"), pursuant to that certain Loan and Security Agreement dated as of June 26, 2009 between Borrower and each of Venture Lending & Leasing IV, Inc. and VLL5, as amended (the "VLL5 Loan"), pursuant to which VLL5 has a security interest in the Collateral. A portion of the proceeds to Term Loan A will be utilized to retire the obligations due to VLL5 and, upon their receipt, all obligations of Borrower under the VLL5 Loan and all liens on the Collateral will be terminated pursuant to a payoff letter dated February 13, 2013.

(2) Borrower did not pay its assessment of \$11,626 for unsecured personal property taxes for the tax year July 1, 2012 through June 30, 2013 to the Tax Collector's Office of Santa Clara County on time and such taxes became delinquent on August 31, 2012. On November 9, 2012, the Tax Collector's Office notified Borrower of a tax lien that had been placed on Borrower for unpaid unsecured property taxes. Borrower has subsequently agreed on a payment plan for its past due unsecured property taxes and completed its first payment of \$2,365 and second payment of \$2,300 under the payment plan on January 7, 2013 and February 8, 2013, respectively. The tax lien placed by the Tax Collector's Office will be relieved upon the completion of the payment plan which is expected in June, 2013.

(4) On January 18, 2013, the United States Patent and Trademark Office (the "USPTO") issued a non-final Office communication, pursuant to Borrower's application 13/345,550, under which the USPTO rejected each of Borrower's claims included in the subject patent application. Borrower is reviewing this communication with its patent counsel and intends to file amended claims with the USPTO prior to April 18, 2013, the end of the shortened statutory period for reply set by the USPTO.

(4) On February 4, 2013, the USPTO issued a non-final Office communication, pursuant to Borrower's application 13/597,923, under which the USPTO rejected each of Borrower's claims included in the subject patent application. Borrower is reviewing this communication with its patent counsel and intends to file amended claims with the USPTO prior to May 4, 2013, the end of the shortened statutory period for reply set by the USPTO.

PATENT