

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NANTWORKS, LLC	05/05/2014
RECEIVING PARTY DATA		
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14623341
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SIGNATURE:	/Marutzzella Castro/	
DATE SIGNED:	02/16/2015	
Total Attachments: 2		
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ASSIGNMENT

This patent assignment is made effective as of February 14, 2014 by and between NantWorks, LLC, a limited liability company, and Nant Holdings IP, LLC, a limited liability company.

WHEREAS, **NantWorks, LLC**, a limited liability company having its principal place of business at 9920 Jefferson Boulevard, Culver City, California 90232 (referred to hereinafter as "ASSIGNOR") has obtained by way of assignment an interest in U.S. Patent Application Serial No. **61/940,325**, filed **February 14, 2014** entitled "**Edge-Based Recognition, Systems and Methods**", which together with related good will, experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, **Nant Holdings IP, LLC**, a limited liability company having its principal place of business at 9920 Jefferson Boulevard, Culver City, California 90232 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring ASSIGNOR'S entire right, title, good will and interest in, to and under the INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns its entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto, to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, non-provisional, utility, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent applications listed therein, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or

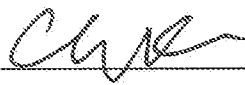
litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said INVENTION and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Expected Performance. Each party herein agrees to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of This Agreement.

ASSIGNOR acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said INVENTION and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any related patent family applications.

WITNESS my hand at Culver City, CA, this 5th day of May, 2014.
(city) (state) (month)


NANTWORKS, LLC


Signature

Charles Kim
Name

SVP & General Counsel
Title

NANT HOLDINGS IP, LLC


Signature

Charles Kenworthy
Name

Mgr
Title