

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3247907

|                                                                                                                                                                                                 |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT                              |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                         |
| <b>Name</b>                                                                                                                                                                                     | <b>Execution Date</b>                   |
| RGB NETWORKS, INC.                                                                                                                                                                              | 02/19/2015                              |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                         |
| <b>Name:</b>                                                                                                                                                                                    | IMAGINE COMMUNICATIONS CORP.            |
| <b>Street Address:</b>                                                                                                                                                                          | 3001 DALLAS PARKWAY                     |
| <b>Internal Address:</b>                                                                                                                                                                        | SUITE 300                               |
| <b>City:</b>                                                                                                                                                                                    | FRISCO                                  |
| <b>State/Country:</b>                                                                                                                                                                           | TEXAS                                   |
| <b>Postal Code:</b>                                                                                                                                                                             | 75034                                   |
| <b>PROPERTY NUMBERS Total: 3</b>                                                                                                                                                                |                                         |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                           |
| Application Number:                                                                                                                                                                             | 12949957                                |
| Application Number:                                                                                                                                                                             | 13711758                                |
| Application Number:                                                                                                                                                                             | 62098395                                |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                         |
| <b>Fax Number:</b>                                                                                                                                                                              | (216)621-4072                           |
| <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> |                                         |
| <b>Phone:</b>                                                                                                                                                                                   | 2166212234                              |
| <b>Email:</b>                                                                                                                                                                                   | ljones@tarolli.com                      |
| <b>Correspondent Name:</b>                                                                                                                                                                      | GARY J. PITZER                          |
| <b>Address Line 1:</b>                                                                                                                                                                          | TAROLLI, SUNDHEIM, COVELL & TUMMINO LLP |
| <b>Address Line 2:</b>                                                                                                                                                                          | 1300 EAST NINTH STREET - SUITE 1700     |
| <b>Address Line 4:</b>                                                                                                                                                                          | CLEVELAND, OHIO 44114                   |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | GA-022095 US GEN                        |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | GARY J. PITZER                          |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Gary J. Pitzer/                        |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 03/03/2015                              |
| <b>Total Attachments: 5</b>                                                                                                                                                                     |                                         |
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**U.S. PATENT ASSIGNMENT**

This U.S. Patent Assignment (this "Assignment") is made effective as of February 19, 2015 (the "Effective Date"), by RGB Networks, Inc., a Delaware corporation with a principal place of business at 390 West Java Drive, Sunnyvale, California 94089 ("Assignor") and Imagine Communications Corp., a Delaware corporation with a principal place of business at 3001 Dallas Parkway, Suite 300, Frisco, Texas 75034 ("Assignee").

**RECITALS**

A. In connection with that certain Agreement of Purchase and Sale of Assets, dated as of January 26, 2015, by and among Assignee, Assignor, and certain of its subsidiaries (the "Purchase Agreement"), Assignor is required to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the patents, patent applications and patent rights listed on the attached Exhibit A (the "Assigned Patents").

B. Assignee desires to obtain all of Assignor's right, title and interest in the Assigned Patents according to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth in the Purchase Agreement and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. As of the Effective Date, Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Assigned Patents, in and to any and all inventions and improvements which are disclosed in the Assigned Patents, and any patents issuing on an application that relies on any of the Assigned Patents for priority, upon which the Assigned Patents rely for priority, including, but not limited to, the right to file any non-provisional application, any continuation, continuation-in-part, divisional, reissue, reexamination, or extension of any of the foregoing, any foreign counterpart of any of the foregoing, and all rights corresponding thereto, including without limitation the right to sue for, settle or release any past, present or future infringement of the Assigned Patents. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this assignment and to issue such Assigned Patent as shall be granted upon said applications based thereon to Assignee, its successors and assigns.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably request to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally perform all lawful acts reasonably necessary and proper to vest title to the

Assigned Patents in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Assigned Patents.

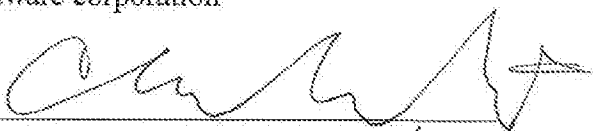
Section 3. Miscellaneous. This Agreement will be governed by and construed in accordance with the Laws of the State of New York without regard to conflict of law principles. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. 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 shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

**[Signature Pages to Follow.]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

IMAGINE COMMUNICATIONS CORP.,  
a Delaware corporation

By: 

Name: Charles Gilbert

Title: EVP, CLO & Secy

ASSIGNOR:

RGB NETWORKS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

IMAGINE COMMUNICATIONS CORP.,  
a Delaware corporation


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNOR:

RGB NETWORKS, INC.,  
a Delaware corporation

By:  \_\_\_\_\_

Name: JEFF GRAHAM

Title: CEO

[Signature Page to IP Assignment (Additional Patents)]

Exhibit A  
Assigned Patents

| Title                                                                   | Jurisdiction  | Application No. |
|-------------------------------------------------------------------------|---------------|-----------------|
| Managed Multiplexing of Video in an Adaptive Bit Rate Environment       | United States | 12/949,957      |
| High-Density Quality-Adaptive Multi-Rate Transcoder Systems and Methods | United States | 13/711,758      |
| Fragmented-Based Linear Transcoding Systems and Methods                 | United States | 62/098,395      |