PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3249475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
CLUSTER LLC	01/16/2014	

RECEIVING PARTY DATA

Name:	OPTIS WIRELESS TECHNOLOGY, LLC		
Street Address:	PO BOX 250649		
City:	PLANO		
State/Country:	TEXAS		
Postal Code:	75025		

PROPERTY NUMBERS Total: 1

Property Type	Number			
Application Number:	14456829			

CORRESPONDENCE DATA

Fax Number: (972)367-2002

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.

Phone: 9723672001

Email: cbridwell@cclaw.com

Correspondent Name: CARSTENS & CAHOON LLP

Address Line 1: PO BOX 802334

Address Line 4: DALLAS, TEXAS 75380

ATTORNEY DOCKET NUMBER:	HE385-US3 (21004)
NAME OF SUBMITTER:	VINCENT J. ALLEN
SIGNATURE:	/Vincent J. Allen/
DATE SIGNED:	03/03/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("<u>Agreement</u>") dated as of January 16, 2014 (the "<u>Effective Date</u>") by and between:

- (i) Cluster LLC, a Delaware limited liability company, with its registered office presently located at c/o National Corporate Research, Ltd., 615 South DuPont, Highway, Dover, Kent County, Delaware 19901 ("Assignor"); and
- (ii) Optis Wireless Technology, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee, among others, entered into a certain Master Sale Agreement, dated as of January 16, 2014 (the "Master Sale Agreement");

WHEREAS, under the Master Sale Agreement Assignor agreed to transfer its rights in the Assigned Patents (as defined below) to Assignee; and

WHEREAS, pursuant to the Master Sale Agreement Assignor and Assignee entered into the Patent Sale and Grant-Back License Agreement, dated as of the Effective Date (the "Assignment Agreement"), whereby Assignor assigned its right, title and interest in and to the Assigned Patents to Assignee; and

WHEREAS, Assignor now wishes to confirm its assignment of the Assigned Patents to Assignee as provided for in the Master Sale Agreement as further set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assignment. Pursuant and subject to the terms and conditions of the Master Sale Agreement, Assignor hereby transfers, assigns and conveys to Assignee its right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in and to all of the patents, patent applications and provisional patent applications set forth on Schedule A attached hereto (collectively, the "Assigned Patents"), in each case, subject to all Existing Encumbrances (as defined in the Master Sale Agreement). Pursuant to the foregoing assignment, each of the Assigned Patents shall hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Agreement had not been made. The foregoing assignment includes, without limitation, the rights of Assignor, if any, to (A) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for the Assigned Patents; (B) prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications and

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post issue proceedings included in the Assigned Patents; (C) claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the applicable Assignor in all matters related to the Assigned Patents.

- 2. <u>Authorization</u>. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the "<u>Applicable IP Offices</u>") to: (A) issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the Assignor's interest therein; and (B) record Assignee as the assignee of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.
- 3. <u>Further Assurances</u>. Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement, including, without limitation, by providing executed originals of short-form assignment agreements entered into by Assignor and Assignee on the Effective Date for filing or otherwise evidencing the assignments set forth in this Agreement with the Applicable IP Offices; <u>provided</u>, <u>however</u>, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.
 - 4. Governing Law, This Agreement shall be governed by the laws of Delaware.
- 5. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement 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 Agreement shall not waive any of its rights under such terms or provisions. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Sale Agreement or any of the Aucillary Agreements (as defined in the Master Sale Agreement, provided that for purposes of this Agreement such term shall exclude this Agreement), the terms and conditions of the Master Agreement (or the applicable Ancillary Agreement) shall govern.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

Assignor:

CLUSTER LLC

By: Aktiebolaget Aulis, its Manager

Name:

Title

Ву

Name: Title

Richard Fleetwood Unit Cangli. 1977

[Signature Page to Patent Assignment Agreement - E Sub to NewCo]

Assignee;

OPTIS WIRELESS TECHNOLOGY, LLC

Name: **Loshe** Title **Res**:

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Schedule A

LIST OF ASSIGNED PATENTS

PATENT REEL: 035078 FRAME: 0750

Ericsson	Declared	Ref No.	Country	Status	Title	App No.	App Date	Patent No.	Patent
Specified	Standard								Date
Patent	Essential								
	Patent								
		P20914 FAM	SE	GRANTED	Host Identity Protocol Method and Apparatus	06763242.2	2006-05-23	1884102	2010-09-29
		P20914 FAM	US	GRANTED	Host Identity Protocol Method and Apparatus	11/915196	2006-05-23	7849195	2010-12-07
		P20936 FAM	BR	FILED	Efficient Cell Selection	P10619226-2	2006-10-24		
		P20936 FAM	CN	GRANTED	Efficient Cell Selection	20068004433 9.5	2006-10-24	ZL200680044 339.5	2012-10-10
		P20936 FAM	EP	FILED	Efficient Cell Selection	06819122.0	2006-10-24		
		P20936 FAM	KR	GRANTED	Efficient Cell Selection	10-2008- 7012855	2006-10-24	10-1146859	2012-05-09
		P20936 FAM	US	GRANIED	Efficient Cell Selection	11/289184	2005-11-29	8396141	2013-03-12
		P21004 FAM	CN	GRANTED	DYNAMIC ROBUST HEADER COMPRESSION	20068002244 2-X	2006-06-19	ZL200680022 442.X	2011-03-23
		P21004 FAM	EP	FILED	DYNAMIC ROBUST HEADER COMPRESSION	06748047.5	2006-06-19		
		P21004 FAM	IN	FILED	DYNAMIC ROBUST HEADER COMPRESSION	9228/DELNP /2007	2006-06-19		
		P21004 FAM	JP	GRANTED	DYNAMIC ROBUST HEADER COMPRESSION	2008-518092	2006-06-19	5089584	2012-09-21
······································		P21004 FAM	RU	GRANTED	DYNAMIC ROBUST HEADER COMPRESSION	PCT/SE2006/ 050208	2006-06-19	2424627	2011-07-20
20.224		P21004 FAM	US	FILED	DYNAMIC ROBUST HEADER COMPRESSION	11/424600	2006-06-16		
		P21157 FAM	GB	GRANTED	Security System for Wireless Internet	0800078.8	2006-06-16	2441929	2010-08-18
		P21157 FAM	US	GRANTED	Security System for Wireless Internet	11/988835	2006-06-16	8081070	2011-12-20
ς.		P21558 FAM	DE	GRANTED	Method and apparatus for use in a communications network	06708015-0	2006-02-03	602006008669 -5-08	2009-08-19
		P21558 FAM	D	GRANIED	Method and apparatus for use in a communications network	06708015.0	2006-02-03	1980078	2009-08-19
		P21558 FAM	GB	GRANTED	Method and apparatus for use in a communications network	06708015-0	2006-02-03	1980078	2009-08-19
		P21594 FAM	US	GRANTED	APPARATUS AND METHOD FOR PRODUCING 3D AUDIO IN SYSTEMS WITH CLOSELY SPACED SPEAKERS	12/412072	2009-03-26	8295498	20)2-10-23

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