

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3276873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
MOBIWORLD MEDIA INC.			01/01/2013
RECEIVING PARTY DATA			
Name:	SPB TV AG		
Street Address:	BAARERSTRASSE 10		
City:	6304 ZUG		
State/Country:	SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	13210856		
Patent Number:	8789105		
Patent Number:	8745257		
CORRESPONDENCE DATA			
Fax Number:	(514)397-8515		
<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:	5143978500		
Email:	patents@bcf.ca		
Correspondent Name:	BCF LLP		
Address Line 1:	2500-1100 RENE-LEVESQUE BLVD. WEST		
Address Line 4:	MONTREAL, QUEBEC, CANADA H3B5C9		
ATTORNEY DOCKET NUMBER:	36096-005		
NAME OF SUBMITTER:	OLGA PAVLYUK		
SIGNATURE:	/Olga Pavlyuk/		
DATE SIGNED:	03/23/2015		
Total Attachments: 13			
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TRANSFER OF PATENT AND COPYRIGHT OWNERSHIP AGREEMENT

Nº 012013

This Agreement dated as January «01», 2013 ("Effective Date"), is entered into by and between

SPB TV AG, a corporation having its offices at Baarerstrasse 10, 6304 Zug, Switzerland, in the person of Director Armand Inelchen,

(hereinafter referred to as "Transferee")

and

MobiWorld Media Inc. a corporation having its offices at 14 Washington Place, Hackensack, NJ 07601, USA in the person of General Manager Rosanna Maftsir,

(hereinafter referred to as "Transferor")

separately hereinafter referred to as "Party", together as "Parties".

RECITALS

Transferee is interested in receiving all intellectual property rights (copyright and patents) on Computer Software and certain technology, and Transferor is willing to sell, transfer and assign the same to Transferee.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants contained herein agree with each other as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. **Agreement** shall mean this Agreement and any exhibits attached thereto, as amended by the Parties from time to time.

1.2. **Computer Software** shall mean (i) the computer software specified in the Exhibit A, excluding any third party software included therein or attached thereto, and the user documentation (user guide) in the English language, relating to the use or operation of such software, (ii) all rights to apply for in any and all countries of the world copyright registrations or patents based in whole or in part upon such computer software and documentation pursuant to any convention, treaty, agreement or understanding; (iii) all rights to any copyright registrations, patents or other governmental grants granted on such computer software and documentation and any renewal and extension of the foregoing, and every priority right that is or may be predicated upon or arise from such computer software and documentation, for the full term or terms for which the copyrights and patents may be issued, the same to be held and enjoyed by Transferee, its successors and assigns to the same extent that it would have been held and enjoyed by Transferor if this Agreement had not been executed; and (iv) to the extent they exist, all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights (but not obligations) under, or on account of, any of the foregoing, including all causes of action and other enforcement rights for (a) damages, (b) injunctive relief, (c) any other remedies of any kind (in each of cases (a), (b), and (c) for past, current, and future

infringement), and (d) all rights to collect royalties and other payments under or on account of any of the foregoing.

1.3. **Affiliate** shall mean, in relation to either Party, any company or entity (directly or indirectly) controlled, controlling or under the common control of, with or by that Party.

1.4. **Confidential Information** shall mean all strategic and development plans, financial modalities, business plans, project notes, market reports, employee lists, consumer lists, information, related copyrights, technologies, or any other information which might be disclosed by disclosing party, or to which receiving party may be provided access by disclosing party in accordance with this Agreement (including the Agreement itself and any integral parts of), or which is generated as a result of or in connection with the execution of the present Agreement.

1.5. **Patents** shall mean the patents and pending patent applications listed in Exhibit A, including all provisional applications, continuations, continuations-in-part, divisions, reissues, renewals, and all patents granted on such pending patent applications, and (c) all patents-of-addition, reissue patents, re-examinations and extensions or restorations by existing or future extension or restoration mechanisms, supplementary protection certificates or the equivalent thereof, and (d) any equivalent of any of the foregoing in any jurisdiction.

2. SUBJECT OF AGREEMENT

2.1. Subject to Transferee's payment of the fees specified in Section 4.1 herein, Transferor hereby undertakes to transfer and assign to Transferee all right, title and interest in the Patents and Computer Software on the terms specified herein and in Exhibit A to this Agreement.

2.2. Transferee, from the Effective Date, receives any and all exclusive rights comprised in the Patents and the copyright on the Computer Software, including but not limited to the exclusive rights to do and to authorize any of the following:

2.2.1. to reproduce the Computer Software in copies;

2.2.2. to distribute copies of the Computer Software to the public by sale or license or other transfer of ownership, or by rental, lease, or lending;

2.2.3. to transfer ownership of the Patents and copyright in whole or in part;

2.2.4. to prepare derivative works based upon the Computer Software;

2.2.5. to perform the Computer Software publicly;

2.2.6. to display the Computer Software publicly;

2.2.7. to dispose of the Computer Software by any means;

2.2.8. to dispose of the exclusive rights on Computer Software by any means;

2.2.9. to use Computer Software at its own discretion in any form and in any manner not prohibited by law.

2.3. Transferee is entitled to use Computer Software as an "anonymous work", i.e. on the copies of Computer Software where no natural person is identified as author.

2.4. Transferee is not entitled to remove or alternate copyright sign or copyright information of third parties which is included in Computer Software or attached thereto.

2.5. Transferor sends to Transferee Computer Software by means of electronic communication channels.

2.6. Transferor hereby authorizes the patent office, copyright office or governmental agency in each jurisdiction to issue any and all registrations, certificates or other governmental grants or issuances that may be granted upon any of the Patents or any of the Computer Software in the name of Transferee, as the assignee to the entire interest therein.

2.7. Transferor hereby authorizes and requests the attorney or agent of record to insert on this Agreement any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

2.8. Transferor will, at Transferee's request, (i) cooperate with and assist Transferee in perfecting, maintaining, protecting, and enforcing Transferee's rights in the Patents and Computer Software, and (ii) execute and deliver to Transferee any documents deemed necessary or appropriate by Transferee in its discretion to perfect, maintain, protect, or enforce Transferee's rights in the Patents and Computer Software or otherwise carry out the purpose of this Agreement.

2.9. Transferor hereby irrevocably designates and appoints Transferee and its duly authorized officers and agents as Transferee's agent and attorney-in-fact to act for and in Transferor's behalf to execute, deliver and file any and all documents with the same legal force and effect as if executed by Transferor, if Transferee is unable for any reason to secure Transferor's signature on any document needed in connection with the actions described herein. Transferor acknowledges that this appointment is coupled with an interest and is irrevocable.

3. CONFIDENTIALITY

3.1. Each Party agrees not to disclose Confidential Information of the other Party except to Affiliates and employees, subject to a similar confidentiality agreement, which have a need to know to perform their responsibilities. Each Party agrees to undertake at least the same precautions to protect such Confidential Information as such Party would utilize to ensure the protection, confidentiality and security of its own confidential information, using no less than reasonable care. The receiving party will provide reasonable prior notice to the disclosing party if the receiving party is required to reveal the Confidential Information under a subpoena, court order or other operation of law which such party must execute. The foregoing restriction will not apply to any information which (i) was in the receiving party's possession prior to receipt from the disclosing party, (ii) is independently developed or learned by the receiving party (as demonstrated with documentary evidence), (iii) is publicly known or readily ascertainable by proper means, (iv) is rightfully received from a third party without a duty of confidentiality, (v) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party, (vi) is disclosed under operation of law, or (vii) is disclosed by the receiving party with the disclosing party's prior written approval.



3.2. Except as required to comply with any applicable laws, neither Party shall make any public disclosure concerning the subject matter of this Agreement or transactions contemplated hereby, including but not limited web site announcements, trade show announcements, or use of either Party's marks, logos, names or related artwork without the prior written consent of the other Party hereto. Notwithstanding the foregoing, the Parties shall cooperate with one another in connection with all such public disclosures.

3.3. The Confidential Information will remain the property of the disclosing party. Upon termination of this Agreement or the written request by the disclosing party, the receiving party shall promptly return all Confidential Information received from the disclosing party, together with all copies, recordings, summaries or other reproductions thereof and all notes and/or other works prepared or based thereon, or certify in writing that all such Confidential Information and copies have been destroyed.

3.4. The confidentiality obligations shall survive the termination of this Agreement for a period of five (5) years from the Effective Date.

4. PRICE AND PAYMENT

4.1. Transferee shall pay Transferor the fee in the amount set out in Exhibit A.

4.2. Banking expenses, debited in the USA and banking expenses of intermediary banks, are covered by Transferor. Banking expenses, debited in Switzerland, including expenses of intermediary banks, are covered by Transferee.

4.3. All income taxes payable in USA are to be paid by Transferor at its own expense.

4.4. Transferee has no obligations for payment of royalties to authors of the Computer Software (natural persons).

5. WARRANTIES AND LIMITATION OF LIABILITY

5.1. Transferee and Transferor represent and warrant that they have all rights and authority necessary to enter into this Agreement.

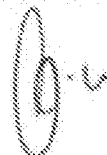
5.2. Transferor represents and warrants that it has all rights and authority necessary to sell, transfer and assign the Computer Software to Transferee.

5.3. Transferor represents and warrants that it has not assigned, granted or otherwise transferred any right, title, or interest in or to any Patents or Computer Software to any other person or entity and the Patents and Computer Software are free and clear of liens, claims, and encumbrances.

5.4. Transferor hereby warrants that it has obtained all necessary permissions to use Computer Software as an "anonymous work", i.e. on the copies of Computer Software no natural person is identified as an author.

5.5. Except as set forth in this Section 6, the Computer Software is transferred and assigned to Transferee on the terms "as is". "As is" means that Transferor transfers and assigns the Computer Software, and Transferee accepts the Computer Software as is for the date of signing of this Agreement.

5.6. Transferor refuses from all warranties, including the merchantability warranty or function uniqueness as well as claims about abovementioned matter if spoken out or implied.



5.7. Computer Software is not intended for use in elevated danger conditions that require failsafe functioning, including without limitation engineering, building, or repair of nuclear equipment, aircraft navigation or communication systems, aircraft traffic control, Human Factor System or armament system. Transferor refuses from claimed or intended warranties for suitability to abovementioned implementations. Transferor has no responsibility for any effects of such implementation.

5.8. Transferor is responsible to Transferee only for the actual damage that Transferee might incur by Transferor's fault, which is connected with non-performance or improper performance of obligations/warranties under this Agreement by Transferor. Lost profit is not subject to compensation.

5.9. Transferor's aggregate liability and that of its Affiliates under or in connection with this Agreement shall be limited by amount of fee, set out in clause 4.1. of this Agreement.

5.10. Except as provided in this Section 6 of Agreement, in no event shall either Party be liable to other Party for loss of data, lost revenue or profits or for any other special, indirect, incidental or consequential damages of the other Party (including but not limited to loss of profits) arising under or in connection with this Agreement or in furtherance of the provisions or objectives of this Agreement, regardless of whether such damages are based on tort, warranty, contract or any other legal theory, even if such Party has been advised of the likelihood of such damages.

6. MISCELLANEOUS

6.1. This Agreement is construed as single document and is understood by Parties in relation to subject matter of obligations contained therein, and merges and supersedes all prior discussions, correspondence and agreements between Parties.

6.2. All exhibits, amendments or additional agreements to this Agreement must be made in writing and must be signed by the authorized representatives of both Parties.

6.3. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of a section, nor in any way affect this Agreement.

6.4. In this Agreement unless the context otherwise requires:

- words importing the singular include the plural and vice versa;
- words which are gender neutral or gender specific include each gender;
- any reference to a Clause or an Exhibit shall be to such Clause or Exhibit of this Agreement, unless otherwise expressly provided;
- unless expressly indicated otherwise, any reference to a number of days refers to calendar days;
- unless expressly indicated otherwise, any currency amount mentioned in this Agreement refers to such amounts in US Dollars;
- a reference to a document includes all amendments or supplements to that document, or replacements or innovations of it.

6.5. These terms are severable, and if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions unless the court's determination causes this Agreement to fail in any of its essential purposes.

6.6. The relationship between Parties is based upon the principles of independent contractor. Nothing herein shall be indicative of constituting the relationship of employment, agency, joint-cooperation, or joint venture between the Parties.

6.7. Neither Party is the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other party.

6.8. Agreement shall be valid on worldwide territory.

6.9. Either Party shall obtain limitation on liability for full or partial failure to perform its obligations upon Agreement in cases when such failure was directly caused by circumstances of insuperable force (force majeure), which Parties could not predict and beyond Parties' reasonable control including but not limited to: natural disasters, technological disasters, strikes, acts of war, acts of terror, fires, breakdowns in transmission networks, breakdown in transmission equipment, which is beyond Parties' reasonable control, malicious software impact on software, unauthorized actions of third parties, governmental and municipal acts. A Party referring to circumstances of insuperable force must provide confirmation as prescribed by law of a country where force majeure has occurred, or any other proof of force majeure occurrence and duration.

6.10. All correspondence under this Agreement shall be in writing and shall be delivered at address of corresponding Party, set out in Agreement by hand, post, email or fax (with contemporaneous delivery of the original) i.e. in a way that allows to determine the fact of delivery as well as the date and the person accepted the correspondence. In case of changing either Party's information which is deemed necessary to other Party for appropriate performance of its obligations under this Agreement, including but not limited to changing of company name or legal organization form, legal address, correspondence address or bank requisites, such Party shall immediately notify the other Party. In case of non-performance of above mentioned obligation, the other Party will be considered to have properly performed its obligations upon certain requisites which include providing payments and sending correspondence.

6.11. The Parties specially agreed that this Agreement shall be governed by, and that any and all terms and definitions, whereof meaning is not established above, shall be construed in accordance with, the current legislation of the state of New Jersey of USA and applicable US federal law.

6.12. Any dispute that may arise out or in connection with this Agreement shall be resolved by means of negotiations.

6.13. In case Parties don't manage to resolve disputes, disagreements or demands arising out or in connection with this Agreement, including those related to its execution, violation, termination or invalidity by means of negotiations, they shall be referred to the competent court of state of New Jersey, USA.

6.14. This Agreement is made in two (2) copies, one for each Party.



7. REQUISITES AND PARTIES SIGNATURE

MobiWorld Media Inc.

14 Washington Place, Hackensack NJ 07601
PO Box 624, Franklin Lakes, NJ 07417-0624,
USA

Registration Number: 26-3424283

Bank: SOVEREIGN BANK, 24-29 JACKSON
AVENUE,

LONG ISLAND CITY, NY 11101, USA

Swift: SVRNUS33 - ABA (Routing number)
231372691

Bank account 0271129549,

Beneficiary MobiWorld Media Inc.

General manager**MobiWorld Media Inc.**

/Rosanna Maftsir/

SPB TV AG

Baarerstrasse 10,
6304 Zug, Switzerland

IBAN: CH60 0077 8189 5243 0200 1

Account no.: 1895.2430.2001

Account holder: SPB TV AG

Bank: Luzerner Kantonalbank,
Pilatusstrasse 12, 6002 Luzern, Switzerland

BIC/Swift-Code: LUKBCH2260A

Director**SPB TV AG**

SPB TV AG
Baarerstrasse 10
CH-6304 Zug



/Armand Ineichen/

TRANSFER OF PATENT AND COPYRIGHT OWNERSHIP AGREEMENT

Nº _____ dated as _____ «__», 201__

EXHIBIT A

1. Transferor transfers to Transferee all rights title and interest in the following patents and patent applications:

CIPL Ref.	USSN	Title	Inventors	Filing Date	Assignee
SPB08-01	12196849	METHODS AND APPARATUS FOR DELIVERING CONTENT FROM A TELEVISION CHANNEL	Vasily B. Filippov Yaroslav N. Goncharov	August 22, 2008	MOBIWORLDMEDIA 14 Washington Place Hackensack, NJ 07601
SPB11-03	13210856	METHODS AND APPARATUS FOR RENDERING A VIDEO ON A MOBILE DEVICE UTILIZING A LOCAL SERVER	Vasily Filippov Ildar Karimov Denis Byzov	August 16, 2011	MOBIWORLDMEDIA 14 Washington Place Hackensack, NJ 07601
SPB11-04	13210820	METHODS AND APPARATUS FOR RENDERING VIDEO ADVERTISING ON A MOBILE DEVICE	Ildar Karimov Vasily Filippov	August 16, 2011	MOBIWORLDMEDIA 14 Washington Place Hackensack, NJ 07601

2. Transferor transfers to Transferee the ownership of a copyright in whole (all exclusive rights comprised in a copyright) in the following Computer Software:

2.1. Spb TV:

2.1.1. version 1.0 milestone 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22

2.1.2. version 1.1

2.1.3. version 1.2

2.1.4. version 1.3

2.1.5. version 1.4

2.1.6. version 1.5

2.1.7. version 1.6

2.1.8. version 1.7

2.1.9. version 1.8

2.1.10. version 1.9

2.1.11. version 2.0 milestone 1, 2, 3, 4, 5

2.1.12. version 2.1

2.1.13. version 2.2 milestone 1, 2

2.2. Spb TV for Symbian:

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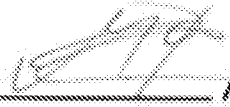
PM

PATENT
REEL: 035228 FRAME: 0584

3.3.

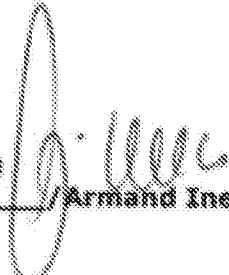
General manager

MobiWorld Media Inc.


_____/Rosanna Maftsir/

Director

SPB TV AG

SPB TV AG
Baarenstrasse 10
CH-6304 Zug

_____/Armand Ineichen/

