

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3335883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
KNFB READER, LLC	03/02/2015

RECEIVING PARTY DATA

Name:	DIMENSIONAL STACK ASSETS LLC
Street Address:	1091 BOSTON POST ROAD
City:	RYE
State/Country:	NEW YORK
Postal Code:	10580

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	7325735
Patent Number:	7505056
Patent Number:	7627142
Patent Number:	7629989
Patent Number:	7641108
Patent Number:	7659915
Patent Number:	7840033
Patent Number:	7949245
Patent Number:	8036895
Patent Number:	8150107
Patent Number:	8154771
Patent Number:	8160880
Patent Number:	8186581
Patent Number:	8249309
Patent Number:	8284999
Patent Number:	8320708
Patent Number:	8531494
Patent Number:	8554464
Patent Number:	8626512
Patent Number:	8711188

PATENT

Property Type	Number
Patent Number:	8873890
Application Number:	12051945
Application Number:	12820726
Application Number:	13442967
Application Number:	14048215
Application Number:	11097447
Application Number:	11097959
Application Number:	14524041
Application Number:	14524092
Application Number:	14526886

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 20001091-0001

NAME OF SUBMITTER: DIANE TATIANA FILATOV

SIGNATURE: /Diane Tatiana Filatov/

DATE SIGNED: 05/01/2015

Total Attachments: 9

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NON-EXCLUSIVE PATENT CROSS LICENSE

THIS **NON-EXCLUSIVE PATENT CROSS LICENSE** ("**License**") is made, effective as of March 2, 2015 (the "Effective Date") between **DIMENSIONAL STACK ASSETS LLC**, a Delaware limited liability company having a place of business at 1091 Boston Post Road, Rye NY 10580 (referred to as "D-Newco"), and **KNFB READER, LLC**, a Maryland limited liability company having a place of business at 200 East Wells Street (at Jernigan Place), Baltimore, MD 21230 (referred to as "KNFB Reader").

Explanation

D-Newco is the owner, by assignment made on the Effective Date from K-NFB Reading Technology, Inc., a Delaware corporation (the "Assignor"), of the entire worldwide right, title and interest, in and to any and all inventions, discoveries and applications which are disclosed in the United States Letters Patents and applications for United States Letters Patents, and all foreign applications that are set forth on Exhibit 1 attached hereto (the "Stack/Blio Patents"), which is incorporated herein and made a part hereof.

KNFB Reader is the owner, by assignment made on the Effective Date from Assignor, of the entire worldwide right, title and interest, in and to any and all inventions, discoveries and applications which are disclosed in the United States Letters Patents and applications for United States Letters Patents, and all foreign applications that are set forth on Exhibit 2 attached hereto (the "KNFB Reader Patents"), which is incorporated herein and made a part hereof.

Pursuant to that certain Omnibus Agreement also made on the Effective Date by and among D-Newco, KNFB Reader, Assignor and certain third parties (the "Omnibus Agreement"), D-Newco is obligated to license the Stack/Blio Patents to KNFB Reader on a non-exclusive basis, and KNFB Reader is obligated to license the KNFB Reader Patents to D-Newco on a non-exclusive basis.

License

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations, warranties, provisions and covenants herein contained, the parties hereby agree as follows:

1. **Definitions.** For the purpose of this License, the following terms shall have the stated meanings.

"D-Newco's Patent Rights" shall mean the Stack/Blio Patents, and all continuations, continuations-in-part, divisionals, reissues, reexamination certificates, extensions and renewals thereof.

"KNFB Reader Products" means any and all past, current, development and future and upgraded versions of the electronic device or application that reads or interprets text, images or

other displays for the blind, visually impaired or reading-disabled, and now known as the "KNFB Reader."

"KNFB Reader's Patent Rights" shall mean the KNFB Reader Patents, and all continuations, continuations-in-part, divisionals, reissues, reexamination certificates, extensions and renewals thereof.

"Stack/Blio Products" means any and all past, current, development, future and upgraded versions of any and all electronic reading applications that combine enhanced audio (i.e., narrated) and visual/graphical features for the presentation of written books that are not specifically targeted to blind, visually impaired or reading-disabled customers, and that are covered by one or more of D-Newco's Patent Rights, and now known as "Blio".

2. License Grant.

2.1 By D-Newco to KNFB Reader. D-Newco hereby grants to KNFB Reader and its affiliates a non-transferrable (except as provided in Section 2.4 hereof), non-sublicensable (except to those within a KNFB Reader Product development, marketing or distribution channel), nonexclusive, fully paid, royalty-free, worldwide, irrevocable (except as provided in Sections 4.1 and 4.2 hereof) license under D-Newco's Patent Rights to directly and/or indirectly (a) make, (b) have made, (c) use, (d) license, (e) sell, (f) offer to sell, (g) import and (h) otherwise dispose of KNFB Reader Products that practice or otherwise make use of one or more of D-Newco's Patent Rights. No license is granted for the manufacture, use, license, sale, import or other disposition of any product or service covered by the D-Newco Patent Rights other than in connection with the KNFB Reader Products as expressly described in the preceding sentence.

2.2 By KNFB Reader to D-Newco. KNFB Reader hereby grants to D-Newco and its affiliates a non-transferrable (except as provided in Section 2.4 hereof), non-sublicensable (except to those within a Stack/Blio Product development, marketing or distribution channel), nonexclusive, fully paid, royalty-free, worldwide, irrevocable (except as provided in Sections 4.1 and 4.2 hereof) license under KNFB Reader's Patent Rights to directly and/or indirectly (a) make, (b) have made, (c) use, (d) license, (e) sell, (f) offer to sell, (g) import and (h) otherwise dispose of Stack/Blio Products that practice or otherwise make use of one or more of KNFB Reader's Patent Rights. No license is granted for the manufacture, use, license, sale, import or other disposition of any product or service covered by the KNFB Reader Patent Rights (i) other than in connection with the Stack/Blio Products as expressly described in the preceding sentence, or (ii) for any Stack/Blio Products specifically targeted to the blind, visually impaired or reading-disabled.

2.3 Customer Rights. The license granted under Section 2.1 includes the right of customers of the licensee to use, sell, offer for sale, or otherwise dispose of licensed KNFB Reader Products worldwide. The license granted under Section 2.2 includes the right of customers of the licensee to use, sell, offer for sale, or otherwise dispose of licensed Stack/Blio Products worldwide.

2.4 Assignment. This License may be assigned by either party; provided that it is assigned in its entirety together with the entire business or substantially all of the assets of the

assigning party relating to this License, including for KNFB Reader all of the KNFB Reader's Patent Rights and including for D-Newco all of D-Newco's Patent Rights; and provided further that the assignee agrees in writing to assume all obligations and liabilities hereunder and to be bound by the terms hereof. Any assignment of this License not in accordance with the terms hereof shall be null and void

3. Term. The term of this License shall be from the Effective Date until the expiration or lapsing of the last of D-Newco's Patent Rights (in the case of the license from D-Newco to KNFB Reader) and KNFB Reader's Patent Rights (in the case of the license from KNFB Reader to D-Newco).

4. Termination.

4.1 D-Newco shall have the right to immediately terminate this Agreement should KNFB Reader challenge any of D-Newco's Patent Rights.

4.2 KNFB Reader shall have the right to immediately terminate this Agreement should D-Newco challenge any of KNFB Reader's Patent Rights.

4.3 Upon termination of this Agreement, within sixty (60) days from such termination, (a) KNFB Reader shall cease all manufacture, use, offering for sale, sale and importing of KNFB Reader Products that make use of one or more of D-Newco's Patent Rights, and (b) D-Newco shall cease all manufacture, use, offering for sale, sale and importing of Stack/Blio Products that make use of one or more of KNFB Reader's Patent Rights; provided that each party shall have the right to complete the manufacturing of all products that are in process of being manufactured and to sell off all existing inventory and all inventory completed pursuant to this Section.

5. Limitations. Nothing contained in this Agreement shall be construed as: (a) creating any form of license or rights under any patents, copyrights, mask works, trademarks, service marks, trade names, service names, trade dress, trade secrets, know-how, or confidential information owned or controlled by either party, other than as specifically indicated herein; (b) a warranty or representation by either of the parties to this License as to the validity, enforceability or scope of any class or type of patent right; (c) a warranty or representation that any manufacture, sale, lease, use or other disposition of party's product will be free from infringement of any patent rights or other intellectual property rights of either party or any third party; (d) an agreement or obligation to bring or prosecute actions or suits against third parties for infringement or conferring any right to bring or prosecute actions or suits against third parties for infringement; (e) an agreement or obligation to defend any action or suit brought by a third party that challenges the validity of any of its patents; (f) conferring any right to use in advertising, publicity, or otherwise, any trademark, trade name or names, or any contraction, abbreviation or simulation thereof, of either party; (g) a requirement that either Party file or maintain any patent; (h) an obligation to furnish any technical or other information or know-how; or (i) an obligation to file any patent application, or to secure any patent or patent rights, or to maintain any patent in force. EACH PARTY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE PATENT RIGHTS LICENSED HEREUNDER, INCLUDING WITHOUT

LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Marking.** To the extent practicable, KNFB Reader shall permanently mark with the numbers of issued D-Newco Patents all of the KNFB Reader Products covered by one or more of D-Newco's Patent Rights, and D-Newco shall permanently mark with the numbers of issued KNFB Reader Patents all of the Stack/Blio Products covered by one or more of KNFB Reader's Patent Rights, each in accordance with 35 U.S.C. § 287 and in substantially the following form: "This product is covered by one or more of the following United States Patents: _____ [list numbers.]" In addition to marking the respective licensed products in the manner described above, each party must also mark, in substantially the same manner as described above, the box or packaging (if any) that contains the respective licensed products.

7. **Governing Law.** This License and all actions arising out of or in connection with this License shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of the State of New York, or any other state. Any action brought in relation to this License shall be brought exclusively in any State or Federal court located in the borough of Manhattan, State of New York, and the parties hereby irrevocably consent and submit to the exclusive jurisdiction of such courts. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. **Miscellaneous Provisions.** This Agreement does not constitute a partnership agreement, nor does it create a joint venture or agency relationship between the Parties. Neither party shall be liable to any third party for the representations, acts or omissions of the other party. No waiver, amendment or modification of this License shall be effective unless in writing and signed by the party against whom the waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this License shall operate as a waiver of the right, power or remedy. No waiver of any term, condition or default of this License shall be construed as a waiver of any other term, condition or default. The section headings of this License are intended as a convenience only, and shall not affect the interpretation of its provisions. If any provision of this License is finally held by a court of competent jurisdiction to be unlawful, the remaining provisions of this License shall remain in full force and effect, unless as a result of such unlawful provision there is a material failure of consideration as to a party and such party is unwilling to waive such failure. This License, including Exhibit 1 and Exhibit 2, constitutes the complete and final agreement and understanding between the Parties, and supersedes and replaces all prior negotiations and agreements between the Parties concerning its subject matter. The interpretation of this License may not be explained or supplemented by any course of dealing or performance, or by usage of trade. This License may be executed in one or more counterparts (including via facsimile or

other electronic means), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. Signatures exchanged via pdf shall be binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the Effective Date.

KNFB READER, LLC

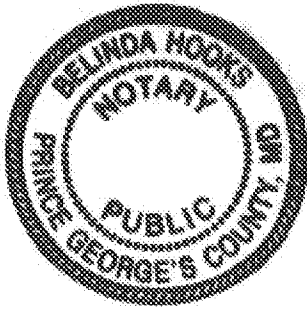
By: The National Federation of the Blind, Sole Member

By: *Marc Maurer*
Name: Marc Maurer
Title: Immediate Past President

STATE OF Maryland, ^{CITY} COUNTY OF Baltimore, TO WIT:

On this 5th day of March, 2015, before me appeared Marc Maurer, being duly authorized, who signed this Non-Exclusive Patent Cross License on behalf of KNFB Reader LLC.

Belinda Hodges
NOTARY PUBLIC
My Commission Expires: 10/23/17




**DIMENSIONAL STACK ASSETS
LLC**

By: Dimensional Associates, LLC,
its sole member

By: Dimensional Associates, LLC,
its manager

BY: JDS Capital L.P., its manager

BY: JDS Capital Management,
LLC, its general partner

By: 
Name: Joseph D.
Samberg
Title: Managing Member

STATE OF New York, COUNTY OF Westchester, TO
WIT:

On this 3rd day of March, 2015, before me appeared Joseph D.
Samberg, being duly authorized, who signed this Non-Exclusive Patent Cross License on
behalf of Dimensional Stack Assets LLC.

BUSAN L. MIGLIORE
Notary Public, State of New York
No. 31-4707448
Qualified in New York County


NOTARY PUBLIC
My Commission Expires: 6/30/15

Exhibit 1 to Non-Exclusive Patent Cross License - Stack/Blio Patents

	Application No.	Patent/ Publication Number	Issue / Publication Date	Title
1	12/687,199	8346557	1/1/2013	Systems and methods document narration
2	12/687,208	8352269	1/8/2013	Systems and methods for processing indicia for document narration
3	12/687/202	8359202	01/22/2013	Character models for document narration
4	12/687,271	8364488	1/29/2013	Voice models for document narration
5	12/687,196	8370151	2/5/2013	Systems and methods for multiple voice document narration
6	12/781,977	8392186	03/05/2013	Audio synchronization for document narration with user-selected playback
7	12/687,220	8498866	7/30/2013	Systems and methods for multiple language document narration
8	12/687,231	8498867	7/30/2013	Systems and methods for selection and use of multiple characters for document narration
9	12/820,620	8588528	11/19/2013	Systems and methods for displaying scanned images with overlaid text
10	13/757,930	8793133	7/29/2014	Systems and methods document narration
11	13/783,616	8903723	12/02/2014	Audio synchronization for document narration with user-selected playback
12	12/687,240	20100324895	12/23/2010	Synchronization for document narration
13	12/687,213	20100324903	12/23/2010	Systems and methods for document narration with multiple characters having multiple moods
14	13/222,594	20120050306	03/01/2012	Systems and methods for rendering graphical content and glyphs

Exhibit 2 to Non-Exclusive Patent Cross License – KNFB Reader Patents

	Application No.	Patent/ Publication Number	Issue / Publication Date	Title
1	11/096,711	7325735	2/5/2008	Directed reading mode for portable reading machine
2	11/097,944	7505056	3/17/2009	Mode processing in portable reading machine
3	11/096,712	7627142	12/1/2009	Gesture processing with low resolution images with high resolution processing for optical character recognition for a reading machine
4	11/097,448	7629989	12/8/2009	Reducing processing latency in optical character recognition for portable reading machine
5	11/096,714	7641108	1/5/2010	Device and method to assist user in conducting a transaction with a machine
6	11/097,956	7659915	2/9/2010	Portable reading device with mode processing
7	11/097,094	7840033	11/23/2010	Text stitching from multiple images
8	11/689,569	7949245	5/24/2011	Reading machine with camera polarizer layers
9	11/097,958	8036895	10/11/2011	Cooperative processing for portable reading machine
10	12/618,858	8150107	4/3/2012	Gesture processing with low resolution images with high resolution processing for optical character recognition for a reading machine
11	12/021,925	8154771	4/10/2012	Training a user on an accessibility device
12	12/110,669	8160880	4/17/2012	Generalized object recognition for portable reading machine
13	12/652,104	8186581	5/29/2012	Device and method to assist user in conducting a transaction with a machine
14	11/096,703	8249309	8/21/2012	Image evaluation for reading mode in a reading machine
15	12/951,254	8284999	10/9/2012	Text stitching from multiple images
16	11/097,978	8320708	11/27/2012	Tilt adjustment for optical character recognition in portable reading machine
17	12/632,949	8531494	9/10/2013	Reducing processing latency in optical character recognition for portable reading machine
18	12/433,846	8554464	10/8/2013	Navigation using portable reading machine
19	13/270,363	8626512	1/7/2014	Cooperative processing for portable reading machine
20	12/702,915	8711188	4/29/2014	Portable reading device with mode processing
21	11/097,986	8873890	10/28/2014	Image resizing for optical character recognition in portable reading machine
22	12/051,945	20090237660	9/24/2009	Reading Machine With Camera Polarizer Layers
23	12/820,726	20100331043	12/30/2010	Document And Image Processing
24	13/442,967	20130266206	10/10/2013	Training A User On An Accessibility Device
25	14/048,215	20140037149	2/6/2014	Navigation Using Portable Reading Machine
26	11/097,447	20060015342	01/19/2006	Document mode processing for portable reading machine enabling document navigation
27	11/097,959	20060020486	01/26/2006	Machine and method to assist user in selecting clothing
28	14/524,041	Unpublished	N/A	Machine and method to assist user in selecting clothing
29	14/524,092	Unpublished	N/A	Mobile Reader
30	14/526,886	Unpublished	N/A	Document mode processing for portable reading machine enabling document navigation