

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3368535

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JEFF BACON	05/22/2015
BARRY LAM	05/22/2015
VIC ODRYNA	05/22/2015
MORGAN HAYS	05/22/2015
MARTIN FISHER	05/22/2015
PATRICK HERLIHY	05/22/2015

RECEIVING PARTY DATA

Name:	LAYER3 TV, INC.
Street Address:	1550 LARIMER STREET
Internal Address:	STE. 510
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202

PROPERTY NUMBERS Total: 20

Property Type	Number
Application Number:	29518976
Application Number:	29524259
Application Number:	29524261
Application Number:	29524264
Application Number:	29525008
Application Number:	29525009
Application Number:	29525010
Application Number:	29525011
Application Number:	29525013
Application Number:	29525014
Application Number:	29525016
Application Number:	29525017
Application Number:	29525020
Application Number:	29525021

PATENT

Property Type	Number
Application Number:	29525022
Application Number:	29525023
Application Number:	29525024
Application Number:	29525025
Application Number:	29525026
Application Number:	29525015

CORRESPONDENCE DATA

Fax Number: (860)249-0203

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: 8602661779

Email: patent@wasserbauerlaw.com

Correspondent Name: WASSERBAUER LAW LLC

Address Line 1: PO BOX 382

Address Line 4: COLLINSVILLE, CONNECTICUT 06022

NAME OF SUBMITTER: DAMIAN WASSERBAUER

SIGNATURE: /s/Damian Wasserbauer/

DATE SIGNED: 05/26/2015

Total Attachments: 9

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PATENT ASSIGNMENT

This Assignment ("**Agreement**") is entered into as of the date set forth below (the "**Effective Date**") by and between **Jeff Bacon**, Shrewsbury, MA 01545, an inventor, **Barry Lam**, Boston, MA, an inventor, **Vic Odryna**, Boston, MA, an inventor, **Morgan Hays**, Needham, MA, an inventor, **Martin Fisher**, Cambridge MA, an inventor, **Patrick Herlihy**, Boston, MA, an inventor (each an "**Assignor**") and **Layer3 TV, Inc.**, a Delaware Corporation (# 5225048) having a place of business at 1550 Larimer Street, #510, Denver, CO 80202 ("**Assignee**").

WHEREAS, Assignor is the owner of all right, title and interest in and to patents and patent applications, and in and to any invention described therein, and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said patents, and patent applications and any invention described therein and any and all patents to be obtained therefore, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and the covenants of the parties to be faithfully performed, Assignor intending to be legally bound, agrees as follows:

1. DEFINITIONS

In addition to the terms defined above and elsewhere in this Agreement, as used in this Agreement:

"**Assigned Patents**" shall mean any and all patents and applications in The United States of America and worldwide with respect to which the foregoing claims priority, and any and all patents issuing from the foregoing, and any and all foreign patents or patent applications, corresponding and/or claiming priority in any way to any of the foregoing, and all continuations, continuations-in-part, divisionals, reexaminations, and reissues of any of the foregoing on Schedule A.

2. ASSIGNMENT GRANT

In consideration of good and valuable consideration received by the undersigned Assignor(s), do hereby assign to Assignee all of the entire right, title and interest in and to said invention or inventions, as described in the Assigned Patents including all priority rights therefrom, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself (ourselves), which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

- a. Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
- b. To cooperate to the best of our ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

MISCELLANEOUS

3.1 Non-Agency. Nothing in this Agreement shall be deemed to constitute a partnership, agency, employer-employee, or joint venture relationship between the Assignor and Assignee.

3.2 Entire Agreement, Amendments, and Waivers. This Agreement constitutes and contains the entire agreement between Assignor and Assignee, and supersedes any and all prior negotiations, conversations, correspondence, understandings, and letters respecting the subject matter hereof. This Agreement may be amended or modified or one or more provisions hereof waived only by a written instrument signed by the parties. No delay or omission by any party in exercising any right or power arising from any default by the other party shall be construed as a waiver of such default, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right or power arising from any default by a party. No waiver of any breach of any covenant or other condition shall be construed to be a waiver of or consent to any previous or subsequent breach of the same or of any other covenant or condition.

3.3 Severability. If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded. However, in the event a part or provision of this Agreement is held to be invalid or unenforceable or in conflict with law for any reason, the parties shall replace any invalid part or provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

3.4 Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed under applicable federal law and the laws of the State of New York, excluding any conflict of law provisions. The parties hereby submit to the nonexclusive jurisdiction of the state and federal courts located in Boston, Massachusetts.

3.5 Notices. All notices required or permitted under this Agreement shall be given in writing and shall be sent via overnight carrier, or via facsimile and regular mail.

3.6 Third Party Beneficiaries and Assignment. Except as explicitly set forth herein, nothing in this Agreement shall be construed to give rise to any obligation on either party hereto for the benefit of a third party or to confer any rights on any party other than Assignor or Assignee or its Affiliates and permitted assigns.

3.7 Not to be Construed Against Drafter. The Parties have each been represented by counsel in the negotiation of this Agreement and have jointly prepared this Agreement with counsel's assistance. In the

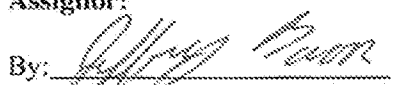
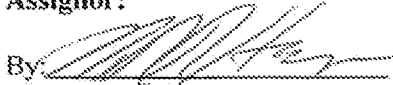
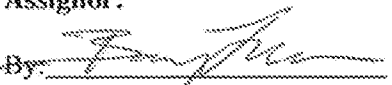



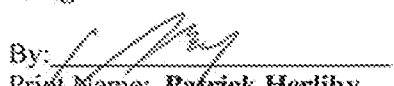
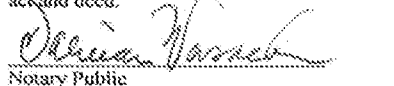
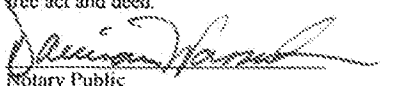
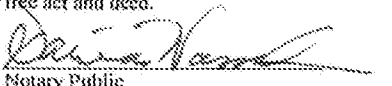
event of an ambiguity or a question of contract interpretation arises, no provision of this Agreement shall be construed based on any particular party having drafted the Agreement or such provision.


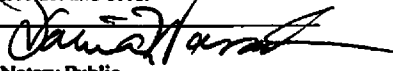

3.8 **Headings.** The headings and subheadings contained herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

3.9 **Counterparts.** This Agreement may be executed in counterparts or duplicate originals, each of which shall be regarded as one and the same instrument, and which shall be the official and governing versions in the interpretation of this Agreement. This Agreement may be executed by facsimile signatures and such signatures or other digital images of the signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Effective Date: February 27, 2015

Assignor: By:  Print Name: <u>Jeff Bacon</u> Title: <u>Inventor</u>	Assignor: By:  Print Name: <u>Morgan Hays</u> Title: <u>Inventor</u>	Assignor: By:  Print Name: <u>Barry Lam</u> Title: <u>Inventor</u>
Assignor: By:  Print Name: <u>Martin Fisher</u> Title: <u>Inventor</u>	Assignor: By:  Print Name: <u>Vic Odryna</u> Title: <u>Inventor</u>	Assignee: By:  Print Name: <u>Vic Odryna</u> Title: <u>EVP</u> <u>Products Layer3 TV, Inc.</u>
Assignor: By:  Print Name: <u>Patrick Herlihy</u> Title: <u>Inventor</u>		
State of Massachusetts)) ss: County of Suffolk)	State of Massachusetts)) ss: County of Suffolk)	State of Massachusetts)) ss: County of Suffolk)
On this 22 nd day of May, 2015, before me Jeff Bacon personally appeared to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.  Notary Public Commissioner Superior Court CT#402354	On this 22 nd day of May, 2015, before me Morgan Hays personally appeared to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.  Notary Public Commissioner Superior Court CT#402354	On this 22 nd day of May, 2015, before me Vic Odryna personally appeared to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.  Notary Public Commissioner Superior Court CT#402354

<p>State of Massachusetts)) ss: County of Suffolk)</p> <p>On this 22nd day of May, 2015 before me Barry Lam personally appeared to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.</p> <p> Notary Public Commissioner Superior Court CT#402354</p>	<p>State of Massachusetts)) ss: County of Suffolk)</p> <p>On this 22nd day of May, 2015 before me Martin Fisher personally appeared to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.</p> <p> Notary Public Commissioner Superior Court CT#402354</p>	<p>State of Massachusetts)) ss: County of Suffolk)</p> <p>On this 22nd day of May, 2015 before me Patrick Herlihy personally appeared to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.</p> <p> Notary Public Commissioner Superior Court CT#402354</p>
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List of Patents

Application No.	Filing date	Inventor(s)	Title
29/518,976	2015.02.27	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/524,259	2015.04.17	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/524,261	2015.04.17	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/524,264	2015.04.17	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF

29/525,008	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,009	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,010	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,011	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,013	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF

29/525,014	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,015	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,016	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,017	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,020	2015.04.24	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF

29/525,021	2015.04.25	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,022	2015.04.25	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,023	2015.04.25	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,024	2015.04.25	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
29/525,025	2015.04.25	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF

29/525,026	2015.04.25	Jeffrey BINDER Dan SINGER Miles FENN Jeff BACON Ron GOLDEN Vic ODRYNA Morgan HAYS Patrick HERLIHY Barry LAM Martin FISHER Phil SUTHERLAND	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN AND/OR PORTION THEREOF
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