

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3418446

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANYSTREAM, INC.	08/09/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ANYSTREAM EDUCATION, INC.
<b>Street Address:</b>	21335 SIGNAL HILL PLAZA
<b>City:</b>	STERLING
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20164
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14754144
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)456-8100
<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>	7034568000
<b>Email:</b>	JDRAKE@COOLEY.COM, JSCOTT@COOLEY.COM
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE
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<b>ATTORNEY DOCKET NUMBER:</b>	ECHI-001/04US 309709-2042
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER R. HUTTER
<b>SIGNATURE:</b>	/Christopher R. Hutter/
<b>DATE SIGNED:</b>	06/29/2015
<b>Total Attachments: 11</b>	
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## NOTICE OF ASSIGNMENT OF PATENT RIGHTS

This Notice of Assignment of Patent Rights hereby provides notice of the assignment of patent rights incorporated in the document entitled "Contribution Agreement" ("the Assignment"), dated as of August 9, 2007, by and between:

**Anystream, Inc.**, a Delaware corporation, having an address at 21335 Signal Hill Plaza, Sterling, Virginia 20164 ("Anystream"); and

**Anystream Education, Inc.**, a Delaware corporation, having an address at 21335 Signal Hill Plaza, Sterling, Virginia 20164 ("Education");

the Assignment being executed by Anystream to assign, transfer, and set over, unto Education, the entire right, title, and interest in and to the patent applications identified below and the inventions set forth below:

- 1) U.S. Patent Application Serial No. **12/781,434** filed May 17, 2010, and entitled "EMBEDDED APPLIANCE FOR MULTIMEDIA CAPTURE;"
- 2) U.S. Patent Application Serial No. **11/472,997**, filed June 23, 2006, and entitled "EMBEDDED APPLIANCE FOR MULTIMEDIA CAPTURE;"
- 3) U.S. Patent Application Serial No. **11/473,060**, filed June 23, 2006, and entitled "DYNAMIC TRIGGERING OF MEDIA SIGNAL CAPTURE;"
- 4) U.S. Patent Application Serial No. **11/457,855**, filed July 17, 2006, and entitled "COORDINATED UPLOAD OF CONTENT FROM MULTIMEDIA CAPTURE DEVICES BASED ON A TRANSMISSION RULE;" and
- 5) U.S. Patent Application Serial No. **11/457,887**, filed July 17, 2006, and entitled "COORDINATED UPLOAD OF CONTENT FROM DISTRIBUTED MULTIMEDIA CAPTURE DEVICES."

A copy of the Assignment, redacted to remove the substantive provisions other than the assignment provision in Section 2, is being recorded with this Notice.

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "*Agreement*") is made as of August 9, 2007 by and between ANYSTREAM, INC., a Delaware corporation ("*Anystream*"), and ANYSTREAM EDUCATION, INC., a Delaware corporation ("*Education*").

### RECITALS

A. Anystream wishes to contribute all of its assets other than the Excluded Asset, including those assets used in and comprising the Apreso Business (as defined herein), including, without limitation, the Apreso software and related software, modules and components, to Education as a contribution to Education's capital, and Education wishes to accept, acquire and assume Anystream's liabilities related to such Contributed Assets.

B. In consideration for the contribution of the Contributed Assets by Anystream, Education wishes to issue certain shares of its capital stock to Anystream as set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** As used herein the following terms shall have the meaning indicated:

[REDACTED]

"*Closing Date*" means August 9, 2007, or such other date as shall be mutually agreed by Anystream and Education.

**“Contributed Assets”** means the assets owned or held by Anystream prior to the effectiveness of this Agreement, including the Contributed Contracts, the Intellectual Property, the Intellectual Property Rights, the Governmental Authorizations, the Software, the Source Code, but excluding the Excluded Asset.

[REDACTED]

**“Documentation”** means all or any portion of any materials in written or other tangible form (including on magnetic media) and including the following: User Documentation, Source Code, system summaries, system design, flow charts, functional or technical specifications, logical models, architectures, plans, instructional training course materials, and other supporting or programming materials.

**“Encumbrance”** means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equity, trust, equitable interest, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, infringement, interference, order, proxy, option, right of first refusal, preemptive right, community property interest, legend, defect, impediment, exception, reservation, limitation, impairment, imperfection of title, condition or restriction of any nature (including any restriction on the transfer of any asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset); provided that, Encumbrances shall not include (i) zoning restrictions, easements, rights-of-way or other restrictions on the use of any real property occupied or otherwise used by Anystream, (ii) liens imposed by law, including carriers’, warehousemen’s, landlords’ and mechanics’ liens, in each case which secure obligations to the extent that payment thereof is not in arrears or otherwise due and are arising or incurred in the ordinary course of business, and (iii) liens for taxes, assessments or other governmental charges not yet due or delinquent or are being diligently contested in good faith.

**“Entity”** shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust,

cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

**“Excluded Asset”** shall mean the shares of Anystream Media, Inc., a Delaware Corporation, the shares of Anystream Education, Inc., a Delaware Corporation and the contracts to which the Company is a party or which inure to the benefit of the Company but which do not constitute Contributed Contracts.

**“Intellectual Property”** means and includes all algorithms, application programming interfaces, apparatus, assay components, biological materials, cell lines, clinical data, chemical compositions or structures, circuit designs and assemblies, databases and data collections, diagrams, formulae, gate arrays, IP cores, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), methods, network configurations and architectures, net lists, photomasks, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form including source code and executable or object code), subroutines, test results, test vectors, user interfaces, techniques, URLs, web sites, works of authorship, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, laboratory notebooks, prototypes, samples, studies, and summaries).

**“Intellectual Property Rights”** means and includes all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (e) above.

**“Governmental Authorization”** shall mean any: (a) permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, designation, rating, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement; or (b) right under any Contributed Contract with any Governmental Body.

**“Governmental Body”** shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); (d) multi-national organization or body; or (e) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

**“Legal Requirement”** shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, specification, determination, decision, opinion or interpretation issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body.

**“Specifications”** means any description of the applicable features, functions, performance and/or other attributes of, and requirements for, the Software.

**“Software”** means the Apreso software product suite and all other software that is owned, developed (or currently being developed), used, marketed, distributed, licensed, or sold by Anystream in connection with the Apreso Business.

**“Source Code”** means the underlying instructions for a computer written in programming languages, including all embedded comments, as well as procedural code such as job control language statements, in a form readable by human beings when displayed on a monitor or printed on paper, etc. and that must be translated (using off-the-shelf commercially available software compilers, linkers and assemblers or other items delivered to or reasonably available to Education) into a form that is directly executable by a computer by a process generally known as compiling or assembly, along with any related Documentation, including annotations, flow charts, schematics, statements of principles of operations, software summaries, software design, program logic, program listings, functional specifications, logical models and architecture standards, describing the data flows, data structures, and control logic of the software.

**“User Documentation”** means any user guides, manuals, operator guides, installation guides, technical reference manuals, data dictionaries and other similar materials generally made available by Anystream to users of the Software to facilitate use thereof.

## **2. Contribution of Contributed Assets.**

(a) Anystream does hereby contribute, transfer, assign and convey to Education, its successors and assigns, free and clear of any Encumbrances, to have and hold forever, all of Anystream’s right, title and interest in and to the Contributed Assets. Education agrees that the Contributed Assets shall be a contribution to the capital of Education by Anystream.

(b) Education hereby accepts the contribution, transfer, assignment and conveyance to it of the Contributed Assets, and assumes and agrees to perform or cause to be performed all of the Liabilities which accrue or are required to be performed in connection with the Contributed Assets from and after the execution and delivery of this Agreement. After such contribution, transfer, assignment and conveyance, Anystream shall have no rights with respect to the Contributed Assets.

(c) On or prior to the Closing Date, Anystream shall deliver to Education all tangible embodiments of the Contributed Assets, including the Source Code to the Software, and the Documentation, on media suitable for the purpose.

(d) Promptly following execution of this Agreement, Anystream shall use its reasonable best efforts to cause the Contributed Contracts to be assigned to Education.

(e) Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

(g) Anything contained in this Agreement to the contrary notwithstanding, this Agreement shall not constitute or be construed as an attempt or agreement to assign any Contributed Contract, lease, Governmental Authorization or other right or benefit arising thereunder, if by its terms or by Legal Requirement an attempted assignment, transfer or sublease would, without the consent or waiver of a third party or a Governmental Body, constitute a breach thereof or would render the same cancelable by such Person until such time as such consent or waiver is able to be obtained. Anystream shall use its reasonable best efforts, and Education shall reasonably cooperate with Anystream to obtain such consents and waivers and to resolve the impediments to the assignment, transfer, sale, delivery or sublease required by this Agreement and to obtain any other consents and waivers necessary to convey to Education all of the Contributed Assets. In the event any such consents or waivers are not obtained on or prior to the Closing Date, or an attempted assignment thereof would be ineffective, Anystream shall cooperate with Education in any reasonable, lawful and economically feasible arrangements necessary to provide Education the benefits thereunder, including, but not limited to, enforcement for the benefit of Education of any and all rights of Education against the other party thereto arising out of the breach or cancellation by such other party.

**[REDACTED]**



**[REDACTED]**

[REDACTED]

[REDACTED]

**10. General.**

(a) **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except that either party may assign all of its rights and delegate all of its duties under this Agreement, without such consent, to: (i) the surviving entity in a merger, acquisition, consolidation or other such combination; or (ii) to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or delegation without such consent will be void.

(b) **Attorneys' Fees.** If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

(c) **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.


(d) **Notices.** Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, to the address specified below or such other address as the party specifies in writing. Such notice will be effective two (2) days after mailing as specified.

(e) **Complete Understanding; Modification.** This Agreement, together with its exhibits, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the date first above written.


ANYSTREAM, INC.,  
a Delaware corporation

By:   
Christopher E. Mack  
Chief Financial Officer

Address:

21335 Signal Hill Plaza  
Sterling, VA 20164  
Attention: Christopher E. Mack  
Facsimile: (703) 450-1936

ANYSTREAM EDUCATION, INC.,  
a Delaware corporation

By:   
Christopher E. Mack  
Chief Financial Officer

Address:

21335 Signal Hill Plaza  
Sterling, VA 20164  
Attention: Christopher E. Mack  
Facsimile: (703) 450-1936

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