

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3490260

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
COMVERSE, INC.	06/29/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AMDOCS DEVELOPMENT LTD.
<b>Street Address:</b>	141 OMONIA AVENUE, THE MARITIME CENTRE
<b>Internal Address:</b>	PO BOX 50483
<b>City:</b>	LIMASSOL
<b>State/Country:</b>	CYPRUS
<b>Postal Code:</b>	3606
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13262161
Patent Number:	8655759
Application Number:	14159487
Application Number:	13262967
Application Number:	13266107
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)971-4660
<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>	408-971-2573
<b>Email:</b>	Justin@zilkakotab.com
<b>Correspondent Name:</b>	ZILKA-KOTAB, PC
<b>Address Line 1:</b>	1155 N. 1ST ST., SUITE 105
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95112
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER EDGEWORTH
<b>SIGNATURE:</b>	/Christopher Edgeworth/
<b>DATE SIGNED:</b>	08/19/2015
<b>Total Attachments: 8</b>	
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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement"), made and entered into as of <sup>21<sup>st</sup></sup> day of <sup>June</sup> ~~July~~, 2015 (the "Effective Date"), by and among Converse Inc., Delaware corporation, located at 200 Quannapowitt Parkway, Wakefield, Massachusetts 01880 ("Converse") ("Assignor"), and Amdocs Development Ltd, located at 141 Omonia Avenue, The Maritime Centre, PO Box 50483, 3606 Limassol, Cyprus ("Assignee").

### WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 29, 2015 (the "APA"), by and among Converse, Inc. and the other Sellers listed therein ("Sellers") and Amdocs Limited ("Buyer"), among other things, Sellers agreed to sell and assign to Buyer, and Buyer agreed to purchase and assume from Sellers, the Purchased Assets and the Assumed Liabilities of the Business as set forth in the APA, subject to the terms and conditions set forth in the APA (the "Transaction").

WHEREAS, the Assignor agreed to assign, at the closing of the Transaction, the Intellectual Property Registrations (as defined therein), including the Patents listed on Schedule A hereto (hereinafter, the "Transferred Patents"), to Buyer and Buyer agreed to accept (or to have its Affiliate, including Assignee, accept) such assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee, intending to be legally bound, hereby agree as follows:

*Capitalized terms used herein and not otherwise defined shall have the meanings respectively ascribed to them in the APA.*

### Section 1. Assignment of the Transferred Patents.

(a) In accordance with the terms and conditions of the APA, the Assignor, for valuable consideration, hereby sells, assigns, transfers, conveys and delivers to, and vests in Assignee free and clear of all Encumbrances, except, to the extent applicable, Permitted Encumbrances, effective as of the date hereof, and the Assignee hereby acquires, all of the right, title and interest, legal and equitable, of the Assignor in and to the Transferred Patents and the inventions disclosed therein (regardless of whether claimed) including but not limited to (a) all rights of Assignor in any and all priority patent application(s), and all foreign and domestic patents that may issue from the Transferred Patents and the aforementioned priority patent application(s), including reexaminations, reissues, renewals, continuations, divisionals, or extensions thereof that have been or may hereafter be filed. If any of the Transferred Patents is terminally disclaimed with respect to another patent or patent application, all patents and patent applications subject to such terminal disclaimer are included as Transferred Patents.

(b) In furtherance of this Agreement, as of the Effective Date, the Assignor, for valuable consideration, hereby sells, assigns, transfers, conveys and delivers to, and vests in Assignee, Assignor's right, title, and standing to receive all rights and benefits pertaining to the Transferred Patents, institute and prosecute all suits and proceedings, and take all actions

that Assignee in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Transferred Patents, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past, present, and future infringement of the Transferred Patents, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

(c) The Assignor hereby renounces and waives any and all rights to limit the use, distribution, modification, licensing, or sale of any of the Transferred Patents or any element thereof by Assignee or its licensees, successors, or assignees, or to receive any compensation whatsoever by reason of any use, distribution, modification, licensing, or sale of any Transferred Patents or any element thereof by Assignee, its licensees, successors, or assignees, without derogating from any such rights the Assignor is entitled to under the APA.

### Section 2. Further Assurances.

(a) Without additional consideration to the Assignor but at Assignee's expense, the Assignor shall execute and deliver in a reasonably prompt manner, all such further conveyances and such other instruments, as may be reasonably necessary to fully convey to the Assignee, all rights, titles, interests in the Transferred Patents.

(b) Only in the event that Assignee anticipates or is involved in litigation under the Transferred Patents, Assignor will make best efforts to make itself, employees, and inventors available to participate in document production, depositions, and/or legal proceedings, at Assignee's expense.

### Section 3. Miscellaneous.

(a) Subject to paragraph (f) below, this Agreement, together with the other applicable provisions of the APA and the other Transaction Documents, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). In the event that any of the terms of this Agreement conflict with the terms of the APA, the terms of the APA shall prevail. All matters relating to the transfer of the Transferred Patents to the Assignee and not expressly regulated hereunder shall be deemed to be regulated by the APA.

(b) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction. Each of the parties irrevocably agrees that any action with respect to this Agreement and the rights and obligations arising hereunder may be instituted solely and exclusively in the federal courts of the United States of America or the courts of the state of Delaware, in each case located in the state of Delaware, and each party irrevocably submits to the sole and exclusive jurisdiction of such courts in any such suit, action or proceeding for purposes of any action arising out of this Agreement. Service of process, summons, notice or other document by mail to such party's address set forth in the APA shall be effective service of process for any suit, action or other proceeding brought in any such court. the parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and

irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, nothing contained herein shall prevent any party from applying to any court of law in order to obtain emergency relief (such as temporary injunctions, attachments or any equivalent remedy), against any other party as well as to file a claim, if filing a claim is necessary in order to obtain temporary relief. However, if temporary relief is not granted, the filing party must immediately dismiss the related action.

(c) This Agreement is being executed by the Assignor and the Assignee and shall be binding upon, inure to the benefit of, and be enforceable by, the Assignor and the Assignee, and their respective successors and assigns, for the uses and purposes above set forth and referred to herein and shall be effective as of the date hereof.

(d) This Agreement may not be modified or amended except in writing signed by both parties hereto. The terms of this Agreement may be waived only by a written instrument signed by the party or parties waiving compliance. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise provided.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and enforceable against the parties hereto, and all of which together shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart. The exchange of an executed Agreement (in counterparts or otherwise) by facsimile transmission or by electronic delivery in .PDF format or the like shall be sufficient to bind the parties to the terms and conditions of this Agreement, as an original.

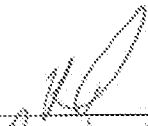
(f) THIS AGREEMENT DOES NOT, NOR SHALL IT BE DEEMED TO, SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE APA. IN CASE THERE IS A CONTRADICTION BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF THE APA, THE PROVISIONS OF THE APA SHALL PREVAIL.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first set forth above.

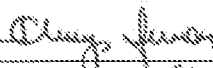
ASSIGNOR:

COMVERSE, INC.

By   
Name: Ray Lurie  
Title: Senior Vice President, Comverse /

ASSIGNEE:

AMDOCS DEVELOPMENT LTD

By   
Name: Katherine Chrysostomou  
Title: Authorized Signatory

Converse, Inc. Patent List

Schedule A

Transferred Patents

Client	Client Name	OCGRP	Country	Sub Case	Case Type	App Status	App Title	App Number	FI Date	Pub Number	Pub Date	Pat Number	Iss Date	Exp Date
4254	CONVERSE INC.	0005907	BR	U	PCT	Pending	CONTROLLING CONSUMPTION OF A SHARED SERVICE	200924966-4	4/30/09					
4254	CONVERSE INC.	0005907	CA	U	PCT	Published	CONTROLLING CONSUMPTION OF A SHARED SERVICE	2755464	4/30/09	2758464	11/4/10			4/30/20
4254	CONVERSE INC.	0005907	CN	U	PCT	Published	CONTROLLING CONSUMPTION OF A SHARED SERVICE	200980158990-9	4/30/09	103415086	4/11/12			
4254	CONVERSE INC.	0005907	IL	U	PCT	Pending	CONTROLLING CONSUMPTION OF A SHARED SERVICE	216040	4/30/09					
4254	CONVERSE INC.	0005907	IN	U	PCT	Published	CONTROLLING CONSUMPTION OF A SHARED SERVICE	207844442011	4/30/09		12/21/12			
4254	CONVERSE INC.	0005907	RU	U	PCT	Pending	CONTROLLING CONSUMPTION OF A SHARED SERVICE	201145400	4/30/09					
4254	CONVERSE INC.	0005907	US	U	PCTE	Published	CONTROLLING CONSUMPTION OF A SHARED SERVICE	13722181	9/29/11	2012-0041871-A1	2/16/12			
4254	CONVERSE INC.	0005907	WO	U	ORD	Published	CONTROLLING CONSUMPTION OF A SHARED SERVICE	PCT/US99/02646	4/30/09	2010-02646-1	11/4/10			
4254	CONVERSE INC.	0005908	BR	U	PCT	Pending	CONTROLLING A SHARED SERVICE	P0025079-4	4/30/09					
4254	CONVERSE INC.	0005908	CA	U	PCT	Published	CONTROLLING A SHARED SERVICE	2760103	4/30/09	2760103	11/4/10			
4254	CONVERSE INC.	0005908	CN	U	PCT	Published	CONTROLLING A SHARED SERVICE	200980160150-X	4/30/09	102877342	7/11/12			

4254	COMVERSE INC.	0005908	EP	U	PCT	Published	CONTROLLING A SHARED SERVICE	09844129.8		4/30/09	2425615		3/7/12				
4254	COMVERSE INC.	0005908	IL	U	PCT	Pending	CONTROLLING A SHARED SERVICE	216041		4/30/09							
4254	COMVERSE INC.	0005908	IN	U	PCT	Published	CONTROLLING A SHARED SERVICE	2278/MUMNP/2011		4/30/09			3/20/12				
4254	COMVERSE INC.	0005908	RU	U	PCT	Granted	CONTROLLING A SHARED SERVICE	2011148505		4/30/09				2520372	6/27/14		4/30/29
4254	COMVERSE INC.	0005908	US	U	ORD	Granted	CONTROLLING A SHARED SERVICE	13/266102		10/24/11	2012-0047057-A1		2/23/12	8655759	2/18/14		4/30/29
4254	COMVERSE INC.	0005908	US	V	DIV	Published	CONTROLLING A SHARED SERVICE	14/159487		1/21/14	2014-0134975		5/15/14				4/30/29
4254	COMVERSE INC.	0005908	WO	U	ORD	Completed	CONTROLLING A SHARED SERVICE	PCT/US09/02650		4/30/09	WO2010126466		11/4/10				
4254	COMVERSE INC.	0005909	US	U	RCE	Published	FACILITATING A NETWORK COMMUNICATION SERVICE FOR A SUBSCRIBER LINKED TO A PLURALITY OF ACCOUNTS	13/262967		10/5/11	US20120030102A1		2/2/12				
4254	COMVERSE INC.	0005909	WO	U	ORD	Completed	FACILITATING A NETWORK COMMUNICATION SERVICE FOR A SUBSCRIBER LINKED TO A PLURALITY OF ACCOUNTS	PCT/US09/02647		4/30/09	WO 2010/126465		11/4/10				
4254	COMVERSE INC.	0005910	BR	U	PCT	Pending	FACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF PAYMENT MODES	PI0924967-2		4/30/09							
4254	COMVERSE INC.	0005910	CA	U	PCT	Published	FACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF	2760552		4/30/09	2760552		11/4/10				4/30/29



4254	CONVERSE INC.	0005910	CN	U	PCT	Published	PACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF PAYMENT MODES	20090159941.7	4/30/09	02461145	5/16/12					
4254	CONVERSE INC.	0005910	EP	U	PCT	Published	PACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF PAYMENT MODES	09844179.3	4/30/09	2425016	3/7/12					
4254	CONVERSE INC.	0005910	IL	U	PCT	Pending	PACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF PAYMENT MODES	21804.2	4/30/09							
4254	CONVERSE INC.	0005910	IN	U	PCT	Published	PACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF PAYMENT MODES	2279666972011	4/30/09		5/30/12					
4254	CONVERSE INC.	0005910	RU	U	PCT	Granted	PACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF PAYMENT MODES	2011145366	4/30/09			5/16/12		5/16/12		

4234	COMVERSE INC.	0005910	US	U	PCE	Published	FACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF PAYMENT MODES	13/26/07	10/24/11	2012-0041853-A1	2/16/12				
4234	COMVERSE INC.	0005910	WO	U	ORD	Published	FACILITATION OF A NETWORK COMMUNICATION SERVICE FOR WHICH PAYMENT MAY BE MADE BY ANY OF A PLURALITY OF PAYMENT MODES	13/26/07	4/30/09	WO 2010/12652-4	11/4/10				
4234	COMVERSE INC.	0010006	US	U	ORD	Original	DATA MOBILE EXTENDIBILITY								
4234	COMVERSE INC.	0010007	US	U	ORD	Unfiled	STATE MACHINE-BASED BSS ARCHITECTURE								

PATENT

REEL: 036365 FRAME: 0551

RECORDED: 08/19/2015