

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3519583

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
MOKA5, INC.		09/08/2015
RECEIVING PARTY DATA		
Name:	OPEN INVENTION NETWORK, LLC	
Street Address:	RESEARCH TRIANGLE PARK	
Internal Address:	4819 EMPEROR BOULEVARD, SUITE 400	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27703	
PROPERTY NUMBERS Total: 26		
Property Type	Number	
Patent Number:	7849267	
Patent Number:	8065687	
Patent Number:	8087017	
Patent Number:	8266576	
Patent Number:	8484721	
Patent Number:	8527982	
Patent Number:	8572741	
Patent Number:	8578064	
Patent Number:	8589918	
Patent Number:	8601470	
Patent Number:	8769528	
Patent Number:	8805788	
Patent Number:	8839221	
Patent Number:	8839451	
Patent Number:	9038064	
Patent Number:	9063814	
Application Number:	11833210	
Application Number:	11833213	
Application Number:	12435279	

Property Type	Number
Application Number:	13036367
Application Number:	13725604
Application Number:	13725641
Application Number:	13729370
Application Number:	14143328
Application Number:	14145586
Application Number:	14145597

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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: 2146515000

Email: theresa.oconnor@haynesboone.com

Correspondent Name: HAYNES AND BOONE, LLP

Address Line 1: 2323 VICTORY AVENUE

Address Line 2: SUITE 700

Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER:	48731.2 - MOKA5
NAME OF SUBMITTER:	BRIAN DOUGLAS GRAHAM
SIGNATURE:	/Brian Douglas Graham/
DATE SIGNED:	09/10/2015

Total Attachments: 7

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EXHIBIT 9.1 (c)

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") is hereby entered into on September 8, 2015 (the "Effective Date"), by and between Moka5 (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Moka5, Inc. (the "Seller"), and Open Invention Network, LLC, a Delaware limited liability company (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of September 8, 2015, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, (i) the entire worldwide right, title and interest of Seller in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Patent Assignment had not been made; (ii) the full and complete right to file patent applications in the name of the Seller or its designee, at the Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (iii) the entire right, title and interest of Seller in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same (hereafter collectively referred to as "Patents").

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Patents and in and to the inventions represented thereby.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all worldwide right, title and interest of Seller in, to and under the Patents, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to said Patents in countries throughout the world, and all of Seller's rights to sue for past, present or future infringement of said Patents worldwide together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

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IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

**Moka5 (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Moka5, Inc.**

By: _____

Name: _____

Title: _____

Open Invention Network, LLC

By: _____ 

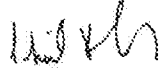
Name: _____ Keith Bergelt

Title: _____ CEO

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

**Moka5 (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Moka5, Inc.**

By:



Name:

Michael A. Maidy

Title:

Manager

Open Invention Network, LLC

By:

Name:

Title:

SCHEDULE A - PATENTS

U. S. Patents

<u>Name</u>	<u>Patent No.</u>	<u>Issued Date</u>
1) Network-Extended Storage	7,849,267	December 7, 2010
2) Bypass Virtualization	8,065,687	November 22, 2011
3) Trace-Assisted Prefetching of Virtual Machines in a Distributed System	8,087,017	December 27, 2011
4) Sharing Live Appliances	8,266,576	September 11, 2012
5) Locked-Down Computing Environment	8,484,721	July 9, 2013
6) Auto Install Virtual Machine Monitor	8,527,982	September 3, 2013
7) Providing Security for A Virtual Machine By Selectively Triggering A Host Security Scan	8,572,741	October 29, 2013
8) Interception and Management of I/O Operations on Portable Storage Devices	8,578,064	November 5, 2013
9) Multi-Platform Compatible Portable Virtual Machine Player	8,589,918	November 19, 2013
10) Symbiotic Smart Peripherals	8,601,470	December 3, 2013
11) Fixed-Function Consumer-Electronics Device Providing General-Computing Functions with Virtual Machines	8,769,528	July 1, 2014
12) Transactional Virtual Disk with Differential Snapshots	8,805,788	August 12, 2014
13) Automatic Acquisition and Installation of Software Upgrades for Collections of Virtual Machines	8,839,221	September 16, 2014
14) Activation and Security of Software	8,839,451	September 16, 2014
15) Trace Assisted Prefetching of Virtual Machines in a Distributed System	9,038,064	May 19, 2015
16) Binding User Data Files	9,063,814	June 23, 2015

U.S. Patent Applications

<u>Name</u>	<u>Application No.</u>	<u>Application Filing Date</u>
1) Publishing Live Appliances (abandoned)	11/833,210	August 2, 2007
2) System for Subscription and Distribution Service (abandoned)	11/833,213	August 2, 2007
3) Policy-Based Layered Filesystem Management	12/435,279	May 4, 2009
4) Trace-Assisted Startup Optimization from a Virtual Disk	13/036,367	February 28, 2011
5) Synchronizing Settings Associated with Virtual Computing Environments	13/725,604	December 21, 2012
6) Data Conversion for Use with Electronic Devices Associated with Virtual Computing Environments	13/725,641	December 21, 2012
7) Separate Cryptographic Keys for Protecting Different Operations on Data	13/729,370	December 28, 2012
8) Protecting Data in Insecure Cloud Storage	14/143,328	December 30, 2013
9) Optimizing Connections Over Virtual Private Networks	14/145,586	December 31, 2013
10) Compatibility-Based Configuration of Hardware with Virtualization Software	14/145,597	December 31, 2013

All of right, title and interest in patents from which any of the foregoing patents or patent applications claim priority or to which priority is claimed, directly or indirectly.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On September 4, 2015 before me, Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael A. Mady
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Carissa Kozacek

(Seal)

