

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3597140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERICSSON TELEVISION INC.	11/14/2014
RECEIVING PARTY DATA	
Name:	ERICSSON AB
Street Address:	TORSHAMNSGATEN 23
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	SE-172 81
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14179876
CORRESPONDENCE DATA	
Fax Number:	(972)583-6567
<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>	
Phone:	9725836567
Email:	kathryn.lopez@ericsson.com
Correspondent Name:	RONALD S. LIU
Address Line 1:	6300 LEGACY DRIVE
Address Line 4:	PLANO, TEXAS 75024
ATTORNEY DOCKET NUMBER:	P39531-US1
NAME OF SUBMITTER:	RONALD S. LIU
SIGNATURE:	/Ronald S. Liu/
DATE SIGNED:	11/02/2015
Total Attachments: 8	
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source=P39531_Formal Documents_2015-11-02_TTU to EAB recorded assignment (US1)#page2.tif	
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Prepared (also subject responsible if other)		No. 098 02 - 48600		
Approved	Checked	Date	Rev A	Reference

Ericsson Television Technology Transfer Agreement and Assignment

This Ericsson Television Technology Transfer Agreement and Assignment is by and between Ericsson Television Inc., a corporation organized under the laws of Delaware (below referred to as "TTU"), and Ericsson AB, a corporation organized under the laws of Sweden (below referred to as "EAB"), and is effective November 14, 2014.

RECITALS:

TTU is the owner of certain rights, title and interest in technical intellectual property (below referred to as the "TTU Intellectual Property") used in its business operations.

EAB desires to acquire all of TTU's rights, title and interest in the TTU Intellectual Property for use in its business operations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The TTU Intellectual Property means the combination of any and all software, copyrights, processes, patents, trade secrets, know-how and other technical intellectual property rights used or of value in the current or future operation of TTU's business operations, including but not limited to those related to the TTU Products and those not currently related to any current TTU Product, but which are owned by TTU on the date of this Agreement.
2. The TTU Products comprise the following products:
 - a. The "Legacy Products," including Open Stream and Adpoint.
 - b. Content Management System ("CMS")
 - c. Non-product related intellectual property developed by the Design and Innovation Group or its predecessor.
3. TTTU hereby sells, assigns and transfers to EAB, its success and assigns, any and all right, title and interest in and to the TTU Intellectual Property, and any and all causes of action for past, present, and future infringement of such rights.
4. This transfer is effective as of the date first written above.

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5. The consideration payable (the "Purchase Price") by the EAB to TTU for the TTU Intellectual Property shall be an amount equal to the fair market value of the TTU Intellectual Property as of the date of this Agreement, to be satisfied by the payment to TTU of the amount set out in Exhibit A. In the event that, at any time the United States taxing authority or any taxing authority successfully alleges or makes or proposes to make an assessment on the basis that the fair market value at the date of this Agreement of the TTU Intellectual Property is an amount other than the amount determined by the Parties to be such fair market value, the Purchase Price of the TTU Intellectual Property shall be increased or decreased to such fair market value, as so determined, provided that such obligation to make such adjustments shall be subject to the Parties exhausting or waiving their right of appeal to the tribunal or court of competent jurisdiction, and any adjustments required pursuant to this clause shall be made effective as of the date hereof.

7. TTU shall take such other actions as are requested by EAB to evidence the transactions described in this Agreement and Assignment. TTU shall provide, at EAB's direction, such electronic or other files, data bases, code or other information in such form and at such times as EAB shall reasonably request.

8. TTU shall defend and indemnify EAB in any claim, suite or proceeding brought against EAB alleging that the use of the TTU Intellectual Property infringes any intellectual property right of a third party. EAB shall promptly notify TTU of any such claim, suit or proceeding, allow TTU to control the defense thereof, and cooperate with EAB in the defense of the claim, suit or proceeding.

IN WITNESS WHEREOF, the Parties hereto cause this Agreement and Assignment to be executed on or before the date first written above.

ERICSSON TELEVISION INC.

By: 

Name: Stefan Salentin

By: 

Name: Angela Valente



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ERICSSON AB

By: _____

Name: _____

By: _____

Name: _____

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Ericsson Television Technology Transfer Agreement and Assignment

This is Schedule A to the Ericsson Television Technology Transfer Agreement and Assignment dated November 14, 2014 between Ericsson Television Inc., a corporation organized under the laws of Delaware, and Ericsson AB, a corporation organized under the laws of Sweden.

The Purchase Price is as follows:

Legacy Product Technical IPRs	\$	██████████
Content Management System Technical IPRs	\$	██████████
Other	\$	██████████
Total	\$	██████████

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Ericsson Television Technology Transfer Agreement and Assignment

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RECITALS:

TTU is the owner of certain rights, title and interest in technical intellectual property (below referred to as the "TTU Intellectual Property") used in its business operations.

EAB desires to acquire all of TTU's rights, title and interest in the TTU Intellectual Property for use in its business operations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The TTU Intellectual Property means the combination of any and all software, copyrights, processes, patents, trade secrets, know-how and other technical intellectual property rights used or of value in the current or future operation of TTU's business operations, including but not limited to those related to the TTU Products and those not currently related to any current TTU Product, but which are owned by TTU on the date of this Agreement.
2. The TTU Products comprise the following products:
 - a. The "Legacy Products," including Open Stream and Adpoint.
 - b. Content Management System ("CMS")
 - c. Non-product related intellectual property developed by the Design and Innovation Group or its predecessor.
3. TTTU hereby sells, assigns and transfers to EAB, its success and assigns, any and all right, title and interest in and to the TTU Intellectual Property, and any and all causes of action for past, present, and future infringement of such rights.
4. This transfer is effective as of the date first written above.

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5. The consideration payable (the "Purchase Price") by the EAB to TTU for the TTU Intellectual Property shall be an amount equal to the fair market value of the TTU Intellectual Property as of the date of this Agreement, to be satisfied by the payment to TTU of the amount set out in Exhibit A. In the event that, at any time the United States taxing authority or any taxing authority successfully alleges or makes or proposes to make an assessment on the basis that the fair market value at the date of this Agreement of the TTU Intellectual Property is an amount other than the amount determined by the Parties to be such fair market value, the Purchase Price of the TTU Intellectual Property shall be increased or decreased to such fair market value, as so determined, provided that such obligation to make such adjustments shall be subject to the Parties exhausting or waiving their right of appeal to the tribunal or court of competent jurisdiction, and any adjustments required pursuant to this clause shall be made effective as of the date hereof.

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8. TTU shall defend and indemnify EAB in any claim, suite or proceeding brought against EAB alleging that the use of the TTU Intellectual Property infringes any intellectual property right of a third party. EAB shall promptly notify TTU of any such claim, suit or proceeding, allow TTU to control the defense thereof, and cooperate with EAB in the defense of the claim, suit or proceeding.

IN WITNESS WHEREOF, the Parties hereto cause this Agreement and Assignment to be executed on or before the date first written above.

ERICSSON TELEVISION INC.

By: _____

Name: _____

By: _____

Name: _____

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ERICSSON AB

By: 

Name: MONIKA BINNERFELT

By: 




Name: Anneli Ahman

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Ericsson Television Technology Transfer Agreement and Assignment

This is Schedule A to the Ericsson Television Technology Transfer Agreement and Assignment dated November 14, 2014 between Ericsson Television Inc., a corporation organized under the laws of Delaware, and Ericsson AB, a corporation organized under the laws of Sweden.

The Purchase Price is as follows:

Legacy Product Technical IPRs	\$	
Content Management System Technical IPRs	\$	
Other	\$	
Total	\$	