#### 503611939 12/15/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3658570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
OPTIS CELLULAR TECHNOLOGY, LLC	07/31/2015

### **RECEIVING PARTY DATA**

Name:	WI-FI ONE, LLC	
Street Address:	reet Address: P.O. BOX 250649	
City:	PLANO	
State/Country:	TEXAS	
Postal Code:	75024	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number		
Application Number:	12941974		
Application Number:	13943572		
Application Number:	14560971		

## **CORRESPONDENCE DATA**

Fax Number:

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.

Email: dwilson@panoptis.com

PANOPTIS PATENT MANAGEMENT, LLC **Correspondent Name:** 

Address Line 1: P.O. BOX 250649 Address Line 4: PLANO, TEXAS 75025

NAME OF SUBMITTER: DENISE WILSON **SIGNATURE:** /Denise Wilson/ 12/15/2015 DATE SIGNED:

**Total Attachments: 5** 

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> **PATENT** REEL: 037293 FRAME: 0229 503611939

#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") dated as of July 31, 2015 (the "Effective Date") by and between:

- (i) Optis Cellular Technology, LLC, a Delaware limited liability company, with its registered office presently located at P.O. Box 250649, Plano, TX 75024 ("Assignor"); and
- (ii) Wi-Fi One, LLC, a Delaware limited liability company, with its registered office presently located at P.O. Box 250649, Plano, TX 75024 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor wishes to transfer its rights in the Assigned Patent (as defined below) to Assignee as further set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- Assignment. Pursuant and subject to the terms and conditions of the Letter Agreement, dated July 8, 2015, by and among Assignor, Assignee and the other parties thereto (the "Letter Agreement"), Assignor hereby acknowledges its transfer, assignment and conveyance to Assignee of its right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in and to the patent, patent application and provisional patent application set forth on Schedule A attached hereto (collectively, the "Assigned Patent"), in each case, subject to all existing encumbrances. Pursuant to the foregoing assignment, the Assigned Patent shall hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Agreement had not been made. The foregoing assignment includes, without limitation, the rights of Assignor, if any, to (A) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for the Assigned Patent; (B) prosecute, maintain and defend the Assigned Patent before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patent; (C) claim priority based on the filing dates of the Assigned Patent under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the applicable Assignor in all matters related to the Assigned Patent.
- 2. <u>Authorization</u>. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the "Applicable IP Offices") to: (A) issue any and all patents or certificates of invention or equivalent which may be granted upon the Assigned Patent in the name of Assignee, as the assignee to the Assigner's interest therein; and (B) record Assignee as the assignee of the Assigned Patent and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

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- 3. <u>Further Assurances</u>. Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement, including, without limitation, by providing executed originals of short-form assignment agreements entered into by Assignor and Assignee on the Effective Date for filing or otherwise evidencing the assignments set forth in this Agreement with the Applicable IP Offices; <u>provided</u>, <u>however</u>, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.
  - 4. Governing Law. This Agreement shall be governed by the laws of Delaware.
- 5. <u>General Provisions</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions.

[Remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

Assignor:

OPTIS CELLULAR TECHNOLOGY, LLC

Ву

Name James Ribman Title President Assignee:

WI-FI ONE, LLC

Ву

Name: James Ribman Title President

### Schedule A

### LIST OF ASSIGNED PATENTS

Country	Status	App No:	App Date	Patent No.	Patent Date
US	GRANTED	12/941974	2010-11-08	8681757	2014-03-25
KR	PENDING	10-2010-0046256	2010-05-18		
US	GRANTED	13/943572	2013-07-16	8937933	2015-01-20
US	PENDING	14/560971	2014-12-04		

PATENT REEL: 037293 FRAME: 0234

**RECORDED: 12/15/2015**