

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3689037

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT AND GRANT-BACK LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	AOL LLC	06/04/2009
RECEIVING PARTY DATA		
Name:	TIME WARNER INC.	
Street Address:	ONE TIME WARNER CENTER	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14987340	
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ATTORNEY DOCKET NUMBER:	24983-0002006	
NAME OF SUBMITTER:	ARLENE F. YATES	
SIGNATURE:	/Arlene F. Yates/	
DATE SIGNED:	01/11/2016	
Total Attachments: 4		
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PATENT ASSIGNMENT
AND GRANT-BACK LICENSE

For good and valuable consideration, the receipt of which is hereby acknowledged, AOL LLC, a Delaware limited liability company (formerly known as America Online, Inc.), having a place of business at 22000 AOL Way, Dulles, VA 20166 ("**Assignor**"), does hereby assign, and transfer to Time Warner Inc., a Delaware corporation, having a place of business at One Time Warner Center, New York NY 10019 ("**Assignee**"), for itself and its successors, transferees, and assignees, the entire right, title and interest throughout the world in the patent applications and patents listed below including any and all divisions, continuations, continuations-in-part, reissues, reexaminations, and extensions thereof and any counterparts claiming priority therefrom, if any (all of which are hereinafter referred to as "**Patent Matters**").

GRANT-BACK LICENSE

In accordance with the terms and subject to the conditions and other terms set forth below, Assignee hereby grants to Assignor and each of its Subsidiaries (as defined below), under the Patent Matters, and for the lives thereof, a royalty-free, fully paid-up, worldwide, perpetual, non-exclusive, non-sublicensable, irrevocable, non-terminable, non-transferable and non assignable (by operation of law or otherwise, except as set forth below in association with a Change of Control) right and license to make, have made, use, distribute, lease, sell, offer for sale, import, export, develop and otherwise dispose of and exploit, provide, practice, develop, export, and offer, each including without limitation through multiple tiers of distribution and in any medium now known or hereafter devised, any invention, creation, product, technology, software, hardware, methods, processes, procedures, services, systems and solutions (now known or hereafter developed or acquired, and any services or activities associated therewith or related thereto) covered by any of the Patent Matters, including without limitation any Assignor or Subsidiary products and services covered by the Patent Matters (the "**Covered Products**") (collectively, the "**Grant Back License**"). For the purposes of this agreement, a "**Subsidiary**" of Assignor shall mean an entity in which at any time after December 31, 2008 Assignor holds, directly or indirectly, more than 50% of the economic interest and voting power of such entity.

LIMITATION OF GRANT-BACK LICENSE UPON A CHANGE OF CONTROL

In the event any person or entity or group of persons and/or entities not affiliated with Assignee (other than public shareholders) (the “**Acquirer**”), directly or indirectly, holds more than 50% of the economic interest or voting power of Assignor or of a Subsidiary of Assignor or acquires all or substantially all of the assets of such entity or a discrete business of such entity related to Covered Products (with respect to such entity or assets, a “**Change of Control**”), the Grant-Back License shall, as to such assets or entity subject to the Change of Control, automatically become limited as follows: Immediately prior to the consummation of a Change of Control, (x) the Grant Back License for the relevant entity or assets shall extend only to those Covered Products that had been commercially released by Assignor or the relevant Subsidiary prior to such consummation, and merely incremental differences thereof, and (y) the Covered Products under such Grant Back License will not include, and in no event will the Grant Back License extend to, any other products, processes or services of the Acquirer or its subsidiaries or affiliates (“**Limited Grant Back License**”). The Assignor may sublicense, assign or transfer (by operation of law or otherwise) the Limited Grant Back License to the Acquirer in a Change of Control, provided that in any event, following a Change of Control the Grant Back License may not be further sublicensed, assigned or transferred (by operation of law or otherwise) without the written consent of the Assignee.

APPLICATIONS AND PATENTS

This Patent Assignment includes the following applications and patents (including continuation, divisional, substitute, renewal, reissue and other U.S. or foreign applications claiming priority to said applications and patents), utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said applications and patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, as well as the right to sue in its own name and to recover for past infringement:

1. United States Patent and United States Patent Applications, respectively entitled “Out Of-Band Tokens For Digital Rights Management” filed October 25, 2002 and assigned United States Provisional Number 60/421,051 and “Out-of-Band Tokens for

Rights Access" filed December 31, 2002, and assigned United States Patent Application Number 10/334,144, now abandoned, and "Out-of-Band Tokens for Rights Access" issued January 1, 2008, and assigned United States Patent Number 7,315,946 and "Out-of-Band Tokens for Rights Access" filed 12/28/2007, and assigned United States Patent Application Number 11/966,428.

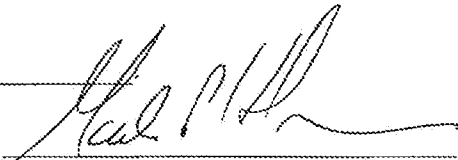
2. United States Patent entitled "Electronic Loose-Leaf Digital Rights Manager" issued May 13, 2008 and assigned United States Patent Number 7,373,658.

3. United States Patent Application entitled "Regulating Access to Content using a Multitiered Rule Base" filed 10/24/2003, and assigned United States Patent Application Number 10/691,970.

Assignor agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Patent Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers within its control and necessary or desirable to fully secure to Assignee the rights, title and interests herein conveyed; and (2) generally do all lawful acts that Assignee shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the Patent Matters and for vesting in Assignee the rights, titles, and interests herein conveyed. Assignor further agrees to provide any successor, transferee, assignee, or legal representative of Assignee with the benefits and assistance provided to Assignee hereunder.

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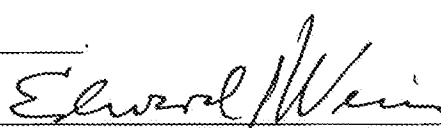
IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the date below by an officer thereunto duly authorized.

SIGNED this 4th day of June, 2009 

Mark P. Hileman
Senior Vice President and Deputy General Counsel
AOL LLC

ASSIGNEE ACKNOWLEDGEMENT

The Assignee acknowledges and accepts assignment of the Patent Matters from the Assignor to the Assignee subject to the above-recited Grant-Back License.

SIGNED this 4th day of June, 2009 

Edward J. Weiss
Senior Vice President &
Deputy General Counsel
Time Warner Inc.