503683163 02/05/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3729799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LUKAS POLACEK	12/24/2015

RECEIVING PARTY DATA

Name:	SPOTIFY AB
Street Address:	BIRGER JARLSGATAN 61
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	113 56

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15017392

CORRESPONDENCE DATA

Fax Number: (415)617-2409

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: 415.617.2400

Email: officeactions@tuckerellis.com

Correspondent Name: TUCKER ELLIS LLP
Address Line 1: ONE MARKET PLAZA

Address Line 2: STEUART TOWER, SUITE 700

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	SPTFY-01042US0
NAME OF SUBMITTER:	KARL KENNA
SIGNATURE:	/Karl Kenna/
DATE SIGNED:	02/05/2016

Total Attachments: 2

source=_sptfy_01042us0_assignment#page1.tif source=_sptfy_01042us0_assignment#page2.tif

PATENT 503683163 REEL: 037679 FRAME: 0655

ASSIGNMENT

WHEREAS, the undersigned Inventor:

Lukáš Poláček

(1)

a resident of Stockholm, Sweden
has invented certain new and useful improvements in:
SYSTEM AND METHOD FOR LOAD BALANCING BASED ON EXPECTED LATENCY FOR USE IN MEDIA CONTENT OR OTHER ENVIRONMENTS
(Attorney Docket No. SPTFY-01042US0)
and has prepared a United States Patent Application disclosing and identifying the invention, said application being identified as Application No. 15/017.392 , having been filed on 5 February 2016 , claiming priority to U.S. Provisional Application No, filed, and bearing the above application title and attorney docket number;
and/or has executed on the 24th day of <u>December 2015</u> , a declaration or oath for an application for a United States patent disclosing and identifying the invention.
WHEREAS SPOTIFY AB (hereinafter termed "Assignee"), a corporation of the country of Sweden, having a place of business at Birger Jarlsgatan 61, 113 56 Stockholm, Sweden, wishes to acquire the entire right, title and interest in and to said application(s) and the invention disclosed therein, and it and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (a collectively hereinafter termed "said invention"), and in and to any and all patent applications, patent certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for organized in the United States and/or other countries.
NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor thave been received in full from said Assignee:
1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application(s) and said invention; (b) in and to all rights to applie in any and all countries of the world for patent applications, patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patent certificates of inventions or other governmental grants granted on said invention in the United States of

Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable

any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim

resulting from a reexamination certificate for any and all of said patents.

Page I

Attorney Docket No.: SPTFY-01042US0 kfk\sptfy\1042us0\sptfy_1042us0_assignment.doc

said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting provisional, utility, substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions, invalidity actions, and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.
- Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor hereby authorizes and requests the prosecuting law firm to insert herein 5. above the application number and filing date of said application when known.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

(1)

Date: 2015-12-24

Page 2