

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Nextguide, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 8, 2016

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Viggle Rewards, Inc.

Internal Address: 11th Floor

Street Address: 902 Broadway

City: New York

State: New York

Country: United States Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

8,646,023

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Edward Fan

Internal Address: 30th Floor

Street Address: 79 Wellington Street West

City: Toronto

State: Ontario, CANADA Zip: M5K 1N2

Phone Number: 4168658244 Fax: 4168657380

Docket Number: 38352-2002

Email Address: efan@torys.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

February 10, 2016
Date

Edward Fan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 8646023

PATENT ASSIGNMENT

This Patent Assignment (this “Assignment Agreement”) is made effective as of February 8, 2016 (the “Effective Date”) by and among **Nextguide, Inc.**, a Delaware corporation having a business address at 902 Broadway, 11th Floor, New York, New York 10010 (“ASSIGNOR”), and **Viggle Rewards, Inc.** a Delaware corporation having a business address at 902 Broadway, 11th Floor, New York, New York 10010 (“ASSIGNEE” and, collectively with ASSIGNOR, the “Parties”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, ASSIGNOR’s parent corporation Viggle, Inc. (now DraftDay Fantasy Sports, Inc.) and ASSIGNEE entered into an Asset Purchase Agreement dated December 13, 2015 (the “Purchase Agreement”);

WHEREAS, ASSIGNOR is the owner of all right, title, and interest in, to, and under each of the United States patents and United States patent applications set forth on Schedule A hereto, (the “Patents”);

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR and ASSIGNEE have entered into an Intellectual Property Assignment (“Intellectual Property Assignment Agreement”) on even date herewith assigning from ASSIGNOR to ASSIGNEE all right title and interest in and to Assigned Intellectual Property (as defined in the Purchase Agreement), including the Patents; and

WHEREAS, the execution and delivery of this Agreement is not intended to and does not limit the rights, obligations or assignments agreed to in the Intellectual Property Assignment Agreement or the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties entering into the Purchase Agreement, the amounts payable by ASSIGNEE thereunder and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

NOW, THEREFORE, for valuable consideration furnished by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby, without reservation:

1. Sells, conveys, assigns, transfers and delivers, and confirms that it has sold, conveyed, assigned, transferred and delivered, to ASSIGNEE, its successors and assigns, the entire right, title, and interest held by it in the Patents, including any inventions and discoveries disclosed therein or encompassed thereby, and any continuations, continuations-in-part and divisional United States patent applications or foreign patent applications based on such Patents and any patents issuing therefrom and the right to sue for and the remedies resulting from past, present and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made.

2. Authorizes ASSIGNEE to file patent applications in any or all countries for any inventions or discoveries embodied in the Patents in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under a treaty, convention or otherwise.

3. Authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer all Patents to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct.

4. The ASSIGNOR hereby covenants and agrees that, at any time on or after the date of this Assignment, at ASSIGNEE'S reasonable request, ASSIGNOR will timely execute and deliver any additional documents and perform such additional acts necessary or desirable to ASSIGNEE for the purpose of recording, confirming, or perfecting the interest of the ASSIGNEE, its successors, legal representatives and assigns, in and to the Patents.

5. This Assignment is intended only to document the assignment of the Patents to ASSIGNEE, and that the Purchase Agreement and Intellectual Property Assignment Agreement are collectively the exclusive source of the agreement and understanding between the Parties respecting the Patents. Nothing in this Agreement shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Purchase Agreement. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

6. This Assignment Agreement is executed and delivered pursuant to the Purchase Agreement and is in all respects subject to the terms, conditions and other provisions thereof. Nothing in this Assignment Agreement is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Purchase Agreement or Intellectual Property Assignment Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment Agreement.

7. The validity of this Assignment Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Assignment Agreement, shall be construed pursuant to and in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

8. This Assignment Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute a single instrument.

9. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

[Signatures Page Follows]


IN WITNESS WHEREOF, the parties have executed this Assignment Agreement effective as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

Nextguide, Inc.

Viggle Rewards, Inc.

By: 
Name: Tim McLean
Title: General Counsel

By: _____
Name: _____
Title: _____

Patent Assignment

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement effective as of the date set forth above.

ASSIGNOR:

Nextguide, Inc.


By: _____

Name: _____

Title: _____

ASSIGNEE:

Viggle Rewards, Inc.

By:  _____

Name: Ted Hastings

Title: President and Secretary

Patent Assignment

Exhibit A
Nextguide, Inc.

SERIAL NO	PATENT NO	TITLE	OWNER
13/344,608	8,646,023	Authentication and synchronous interaction between a secondary device and a multi-perspective audiovisual data stream broadcast on a primary device geospatially proximate to the secondary device	Nextguide, Inc.