

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| PRAVALA, INC. | 02/26/2016 |
| RECEIVING PARTY DATA | |
| Name: | WILMERDING COMMUNICATIONS LLC |
| Street Address: | 8522 BROADWAY, STE. 209 |
| City: | SAN ANTONIO |
| State/Country: | TEXAS |
| Postal Code: | 78217 |
| PROPERTY NUMBERS Total: 15 | |
| Property Type | Number |
| Patent Number: | 8707389 |
| Patent Number: | 8655729 |
| Patent Number: | 8630165 |
| Patent Number: | 9172598 |
| Patent Number: | 8521812 |
| Application Number: | 13975852 |
| Patent Number: | 8625429 |
| Patent Number: | 8856351 |
| Patent Number: | 9246997 |
| Patent Number: | 8630901 |
| Patent Number: | 8644816 |
| Application Number: | 14168801 |
| Application Number: | 13245134 |
| Application Number: | 13621387 |
| Application Number: | 14261795 |
| CORRESPONDENCE DATA | |
| Fax Number: | (210)244-8944 |
| <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: | 210.244.8876 |

PATENT

Email: jdeitz@rpsalaw.com
Correspondent Name: DANIEL A. ROGERS
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Address Line 4: SAN ANTONIO, TEXAS 78212

ATTORNEY DOCKET NUMBER: 82329.00001

NAME OF SUBMITTER: DANIEL A. ROGERS

SIGNATURE: /Daniel A. Rogers/

DATE SIGNED: 03/02/2016

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Pravala Inc., an Ontario corporation, whose address is 447 Frederick Street, Suite 400, Kitchener, Ontario, Canada N2H 2P4 (hereinafter referred to as the "*Assignor*") with respect to the United States issued Letters Patent and/or pending application(s) therefor set forth on Exhibit "A" hereto and numbered, entitled, filed and (if applicable) issued as set forth on said Exhibit "A", together with all underlying patent applications that are claimed therein as a basis for priority (collectively, hereinafter "*the Patent/Application(s)*") as well as all new and useful improvements described in any of the Patent/Application(s); and

WHEREAS, Wilmerding Communications LLC, a limited liability company organized under the laws of the State of Delaware, whose primary place of business is 8522 Broadway, Suite 209, San Antonio, Texas, USA 78217 (hereinafter referred to as the "*Assignee*") is desirous of obtaining the entire right, title and interest in, to and under the said improvements and the said Patent/Application(s);

WHEREAS, Assignor is the owner of trademarks (hereinafter "*the Trademarks*"), including several common law trademarks and various copyrights (hereinafter "*the Copyrights*") set forth on said Exhibit "A"; and

WHEREAS Assignee is desirous of acquiring and affirming it has acquired said Trademarks and Copyrights, together with the goodwill of the business identified by said Trademarks and any and all registrations and applications for registration of said Trademarks and Copyrights;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, we, the said Assignor, have sold, assigned, transferred, and set over, and by these presents, do hereby sell, transfer, and set over, unto the said Assignee, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said improvements, and the said Patent/Application(s) and any and all divisions, renewals, continuations, and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon or claim priority thereto, and all reissues and extensions thereof, and all applications for Letters Patent which have been or may hereafter be filed for said improvements in any country, countries, or regions foreign to, or international offices with jurisdiction beyond, the United States, and all extensions, renewals and reissues thereof, including all rights to recover for any past infringements of any of the foregoing, as well as future infringements; and we hereby authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND, we hereby warrant and covenant that we have the full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

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AND, we hereby further warrant and covenant that we will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent and similar protection for said improvement in all countries.

FUTHER THEREFORE, Assignor also hereby sells, transfers, conveys and assigns, and acknowledges that it has sold, transferred, conveyed, and assigned, unto said Assignee the entire right, title, and interest in and to all the Trademarks (including all common law and registered Trademarks, all registrations and applications for registration of said Trademarks, including but not limited to those specifically hereinbefore identified, the right to recover for past infringement of said Trademarks, and the goodwill of the business in connection with which said Trademarks are used and which is symbolized by said Trademarks) and all Copyrights (including the sole and exclusive world-wide right of all common law and statutory copyrights, renewals and extensions thereof, to reproduce any works based thereon in copies, prepare any derivative works based on the works, distribute copies to the public by sale or the transfer of ownership or by rental, lease or lending, perform the works publicly, and display the works publicly); and

AND, Assignor further covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Trademarks and the Copyrights, sign all lawful papers, and generally do everything reasonable to aid Assignee, its successors, legal representatives and assigns, to secure and enforce full protection of all right, title and interest in and to the Trademarks and the Copyrights in all rightful countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 26th day of February, 2016.

ASSIGNOR:

PRAVALA INC., an Ontario corporation

By: 

Signer's Name: Richard Wagner

Title: Chief Executive Officer

STATEMENT BY WITNESS

I, Mary Somerville, whose full Post Office address is

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318 Michener Court Kitchener Ontario N2A 3T9 (witness address)
hereby declare that I was personally present and did see the above person, known to me to be a person authorized to represent Pravala, Inc., as named in the assignment, subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in the capacity and for the purposes and consideration there expressed, and that he/she was fully authorized to execute as much in that capacity.

Date: _____, 2016

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(Signature of Witness)

Exhibit "A"

The Intellectual Property Assets

| <u>Patent # / Serial #</u> | <u>Title</u> |
|----------------------------|---|
| US 8,707,389 | Multi-transport mode devices having improved data throughput |
| PCT/CA2009/001767 | Multi-transport mode devices having improved data throughput |
| EP 2,374,319 | Multi-transport mode devices having improved data throughput |
| US 8,655,729 | Using a first network to control access to a second network |
| PCT/CA2010/001611 | Using a first network to control access to a second network. |
| CA 2,777,098 | Using a first network to control access to a second network |
| US 8,630,165 | Scalable reliable failover in a network |
| US 9,172,598 | Scalable reliable failover in a network |
| PCT/CA2011/000534 | Scalable reliable failover in a network |
| US 8,521,812 | Accessing local network resources in a multi-interface system |
| US 13/975,852 | Accessing local network resources in a multi-interface system |
| PCT/CA2011/001078 | Accessing local network resources in a multi-interface system |
| CA 2,791,523 | Accessing local network resources in a multi-interface system |
| KR 10-2013-7010287 | Accessing local network resources in a multi-interface system |
| US 8,625,429 | Scheduling data over multiple network interfaces |
| PCT/CA2011/001356 | Scheduling data over multiple network interfaces |
| US 8,856,351 | Reducing load at a proxy server |
| US 9,246,997 | Reducing load at a proxy server |
| PCT/CA2011/000663 | Reducing load at a proxy server |
| US 8,630,901 | Using a first network to control access to a second network |
| US 8,644,816 | Transmitting data over a plurality of different networks |
| US 14/168,801 | Transmitting data over a plurality of different networks |
| PCT/CA2011/000664 | Transmitting data over a plurality of different networks |
| JP 2013-513503 | Transmitting data over a plurality of different networks |

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| US 13/245,134 | Encapsulation system featuring an intelligent network component |
| PCT/CA2012/000877 | An encapsulation system featuring an intelligent network component |
| US 13/621,387 | Encapsulating traffic while preserving packet characteristics |
| US 14/261,795 | Using proxy devices as dynamic data relays |

All other patents, patent applications, licenses, and applications for any of the foregoing, wholly or partially owned or held by Assignor.

Trademarks

“QNS”

Quality Network Score

Pravala

the Pravala Logo

All other trademarks, trademark registrations, service marks, service names, trade names, and applications for any of the foregoing, wholly or partially owned or held by Assignor.

Copyrights

All copyrights and copyright registrations and applications for any of the foregoing, wholly or partially owned or held by Assignor or used in the operation of the business.