# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3761224

| SUBMISSION TYPE:      | CORRECTIVE ASSIGNMENT   |
|-----------------------|---|
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the CONVEYING PARTY (ASSIGNOR) previously recorded on Reel 037791 Frame 0107. Assignor(s) hereby confirms the THE CONVEYING PARTY (ASSIGNOR) SHOULD READ: Q FACTOR, LLC. |
|                       |   |

#### **CONVEYING PARTY DATA**

| Name          | Execution Date |
|---------------|----------------|
| Q FACTOR, LLC | 01/28/2016     |

### **RECEIVING PARTY DATA**

| Name:                            | INSTART LOGIC, INC. |
|----------------------------------|---------------------|
| Street Address: 450 LAMBERT AVE. |                     |
| City:                            | PALO ALTO           |
| State/Country:                   | CALIFORNIA          |
| Postal Code:                     | 94306               |

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

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 9258084  |
| Application Number: | 14400325 |
| Application Number: | 14400541 |

### **CORRESPONDENCE DATA**

**Fax Number:** (408)973-2595

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:** 4089732585

Email: cwatkins@ip-patent.com

Correspondent Name: VAN PELT, YI & JAMES LLP

Address Line 1: 10050 N. FOOTHILL BLVD., STE 200 Address Line 4: CUPERTINO, CALIFORNIA 95014

| ATTORNEY DOCKET NUMBER: | INST                |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | JONG ANDREW H. PARK |
| SIGNATURE:              | /Jong Andrew Park/  |
| DATE SIGNED:            | 02/29/2016          |

**Total Attachments: 8** 

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PATENT REEL: 037958 FRAME: 0297

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PATENT REEL: 037958 FRAME: 0298

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3750292

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name     | Execution Date |
|----------|----------------|
| Q FACTOR | 01/28/2016     |

#### **RECEIVING PARTY DATA**

| Name:                            | INSTART LOGIC, INC. |  |
|----------------------------------|---------------------|--|
| Street Address: 450 LAMBERT AVE. |                     |  |
| City:                            | PALO ALTO           |  |
| State/Country:                   | CALIFORNIA          |  |
| Postal Code:                     | 94306               |  |

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

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 9258084  |
| Application Number: | 14400325 |
| Application Number: | 14400541 |

#### CORRESPONDENCE DATA

Fax Number:

(408)973-2595

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:

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**Correspondent Name:** 

VAN PELT, YI & JAMES LLP

Address Line 1:

10050 N. FOOTHILL BLVD., STE 200

Address Line 4:

**CUPERTINO, CALIFORNIA 95014** 

| ATTORNEY DOCKET NUMBER: | INST                |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | JONG ANDREW H. PARK |
| SIGNATURE:              | /Jong Andrew Park/  |
| DATE SIGNED:            | 02/22/2016          |

#### **Total Attachments: 7**

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PATENT REEL: 037958 FRAME: 0299

#### PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement ("<u>Assignment Agreement</u>"), effective as of January 28, 2016 ("<u>Effective Date</u>"), is by and between Q Factor (assignment for the benefit of creditors), LLC, a Delaware limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Q Factor Communications Corp. ("<u>Assignor</u>") and Instart Logic, Inc., a Delaware corporation ("<u>Assignee</u>"), the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee of even date herewith (the "<u>Asset Purchase Agreement</u>").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has agreed to transfer, convey and assign, among other assets, certain intellectual property of Assignor, and agreed to execute and deliver this Assignment Agreement for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and any foreign equivalent thereof.

### NOW THEREFORE, the parties agree as follows:

- 1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby perpetually, irrevocably and unconditionally transfers, conveys and assigns to Assignee all right, title and interest in and to the following (collectively, the "Assigned IP"), together with all goodwill associated with the use of or symbolized by the Assigned IP:
- (a) the patent applications set forth on Schedule 1 hereto, the ideas and inventions disclosed and claimed therein, all other patent applications claiming the benefit of the filing date of any of the aforementioned patent applications, all continuations, divisionals, renewals, substitutes, extensions, conversions, continuations-in-part, reissues, provisionals, reexaminations, or equivalents thereof, and all patents issuing in respect of the foregoing, in the United States and throughout the world;
- (b) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

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- (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment Agreement upon request by Assignee. Assignor shall take such steps and actions that is necessary to evidence, record and perfect the assignments hereunder, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP are properly assigned to Assignee, or any assignee or successor thereto.
- 3. General Provisions. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No modification or waiver of this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the State of California, without regard to conflicts of laws provisions thereof. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and which together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor have duly executed and delivered this Trademark Assignment as of the Effective Date.

|                         | Assignor: Q FACTOR (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC |
|-------------------------|---|
|                         | By: Mid M   |
|                         | Name: Michiel A Monog   |
| AGREED TO AND ACCEPTED: |   |
|                         | INSTART LOGIC, INC.   |
|                         | By:<br>Name:<br>Title:  |
|                         | Name:   |

IN WITNESS WHEREOF, Assignor have duly executed and delivered this Trademark Assignment as of the Effective Date.

Assignor: Q FACTOR (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC

By:\_\_\_\_\_\_Name:
Title:

AGREED TO AND ACCEPTED:

INSTART LOGIC, INC.

By: Name:

Title:

C COMPLETED

**REEL: 037958 FRAME: 0303** 

# SCHEDULE 1

# ASSIGNED IP

# Patents

| Assignor | Country | Application No.      | Title   |
|----------|---------|----------------------|---|
|          |         | Application Date     |   |
| Q Factor | BR      | BR 11 2015 009946 7. | Performance Improvement of Network Protocols Using Proxy<br>Servers |
|          |         | (National Stage of   |   |
|          |         | PCT/US2013/068820)   |   |
|          |         | 4/30/2015            |   |
| Q Factor | BR      | BR 11 2015 0099440   | Method & Apparatus for Improving The Performance of TCP and         |
|          |         | 01.1.10.0            | Other Network Protocols In a Communications Network                 |
|          |         | (National Stage of   |   |
|          |         | PCT/US2013/069018)   |   |
|          |         | 4/30/2015            |   |
| Q Factor | CA      | 2,891,599            | Method & Apparatus for Improving The Performance of TCP and         |
|          |         |                      | Other Network Protocols In a Communications Network                 |
|          |         | (National Stage of   |   |
|          |         | PCT/US2013/069018)   |   |
|          |         | 5/04/2015            |   |
| Q Factor | CA      | 2,888,683            | Performance Improvement of Network Protocols Using Proxy            |
|          |         |                      | Servers   |
|          |         | (National Stage of   |   |
|          |         | PCT/US2013/068820)   |   |
|          |         | 4/16/2015            |   |
| Q Factor | EP      | 13853443.3           | Method & Apparatus for Improving The Performance of TCP and         |
|          |         |                      | Other Network Protocols In a Communications Network                 |
|          |         | (National Stage of   |   |
|          |         | PCT/US2013/069018)   |   |
|          | 1       | 11/07/0012           |   |
|          |         | 11/07/2013           |   |

| Assignor   | Country  | Application No.    | Title   |  |
|------------|----------|--------------------|---|--|
| -          |          | Application Date   |   |  |
| Q Factor   | EP       | 13853421.9         | Performance Improvement of Network Protocols Using Proxy    |  |
|            |          |                    | Servers   |  |
|            |          | (National Stage of |   |  |
|            |          | PCT/US2013/068820) |   |  |
|            |          | 11/06/2013         |   |  |
| Q Factor   | JP       | 2015-541880        | Performance Improvement of Network Protocols Using Proxy    |  |
|            |          |                    | Servers   |  |
|            |          | (National Stage of |   |  |
|            |          | PCT/US2013/068820) |   |  |
|            |          | 5/07/2015          |   |  |
| Q Factor   | JP       | 2015-541904        | Method & Apparatus for Improving The Performance of TCP and |  |
|            |          |                    | Other Network Protocols In a Communications Network         |  |
|            |          | (National Stage of |   |  |
|            |          | PCT/US2013/069018) |   |  |
|            |          | 5/07/2015          |   |  |
| Q Factor   | US       | 14/538,793         | Method & Implementation for Network Coefficents Selection   |  |
|            |          | 11/11/2014         |   |  |
| Q Factor   | US       | 14/400,541         | Method & Apparatus For Improving The Performance TCP And    |  |
|            |          |                    | Other Network Protocols In A Communication Network          |  |
|            |          | 11/11/2014         |   |  |
| Q Factor   | US       | 14/400,325         | Method & Apparatus for Improving The Performance of TCP and |  |
|            |          |                    | Other Networks Protocols In a Communications Network Using  |  |
|            |          | 11/10/2014         | Proxy Servers   |  |
| Q Factor   | US       | 61/953,713         | Method & Implementation of Zero Overhead Rate Controlled    |  |
|            |          |                    | information transmission via digital communication link     |  |
|            |          | 3/14/2014          |   |  |
| Q Factor   | WO       | PCT/US14/51563     | Method & Implementation of Zero Overhead Rate Controlled    |  |
|            |          |                    | (ZORC) Information Transmission VIA Digital Communication   |  |
|            |          | 8/18/2014          | Link  |  |
| Q Factor   | WO       | PCT/US2013/069018  | Method & Apparatus for Improving The Performance of TCP and |  |
|            |          | 11/05/2012         | Other Network Protocols In A Communications Network         |  |
| ~ <b>r</b> | WO       | 11/07/2013         | D.C. J. COV. J.D. J.J. D.                                   |  |
| Q Factor   | WO       | PCT/US2013/068820  | Performance Improvement of Network Protocols Using Proxy    |  |
|            |          | 11/06/2012         | Servers   |  |
|            | <u> </u> | 11/06/2013         |   |  |

# Trademarks

| Assignor | Country | Registration No.  | Title     |
|----------|---------|-------------------|-----------|
|          |         | Registration Date |           |
| Q Factor | US      | 4,522,563         | Q FACTOR  |
|          |         | 4/29/2014         |           |
| Q Factor | US      | 4,554,197         | TM - DPR  |
|          |         | 6/24/2014         |           |
| Q Factor | US      | 4,837,868         | TM -KWICR |
|          |         | 10/20/2015        |           |