503743456 03/18/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3790100

| SUBMISSION TYPE: | | NEW ASSIGNMENT | | | | |
|---|---|--|---|--|--|--|
| NATURE OF CONVEYANCE: | | ASSIGNMENT | ASSIGNMENT | | | |
| CONVEYING PARTY | DATA | | | | | |
| | | Name | Execution Date | | | |
| CONCERT TECHNO | LOGY CORPO | ORATION | 05/02/2007 | | | |
| RECEIVING PARTY | DATA | | | | | |
| Name: | CONPAC | CONPACT, INC. | | | | |
| Street Address: | 7011 FA | 7011 FAYETTEVILLE ROAD | | | | |
| Internal Address: | SUITE 21 | SUITE 210 | | | | |
| City: | DURHAN | DURHAM | | | | |
| State/Country: | NORTH (| NORTH CAROLINA | | | | |
| Postal Code: | 27713 | | | | | |
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| PROPERTY NUMBE | RS Total: 1 | | | | | |
| Property Typ | be 🛛 | Number | | | | |
| Application Number | : 15 | 5073881 | | | | |
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| CORRESPONDENCE | Ε DATA | | | | | |
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| Fax Number: <i>Correspondence wil</i> | (9 I l be sent to t i | he e-mail address first; if that is uns | uccessful, it will be sent t via US Mail | | | |
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ASSIGNMENT OF RIGHTS

This Assignment of Rights ("Assignment") is made and entered into as of the date set forth below, by and between Concert Technology Corporation, a Delaware corporation, with offices located at 7011 Fayetteville Road, Suite 210, Durham, NC 27713 (hereinafter "Assignor"); and ConPact, Inc., a Delaware corporation, with offices located at 20 Depot Street, Suite 2A, Peterborough, New Hampshire 03458 (hereinafter, "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to new and useful improvements described in certain patents and patent applications listed in Exhibit A hereto (the "Transferred Patents"); and

WHEREAS, Assignor is interested in assigning and transferring all of Assignor's right, title and interest in and to the Transferred Patents to Assignee and Assignee is interested in receiving and being assigned all of Assignor's right, title and interest in and to the Transferred Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound and upon the terms set forth herein, agree as follows:

1. Assignor does hereby irrevocably sell, assign, and transfer unto Assignee its successors, legal representatives, and assigns, the full, exclusive, non-revocable, and worldwide rights currently owned or acquired in the future in, to and under the improvements and the Transferred Patents; all inventions and discoveries described therein; any and all patents issuing from the Transferred Patents, any continuation, divisional, continuation-in-part applications, reissues, and re-examinations thereof; any foreign counterparts of the Transferred Patents, and any and all patents issuing thereon, and any continuation, divisional, continuation-in-part applications, reissues, and re-examinations thereof that exist as of the date hereof; including any and all claims, causes of action, and rights to damages and all other remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past, present or future infringements of the Transferred Patents before or after issuance. The assignment of the Transferred Patents includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed therein and all domestic and international patent filing documents.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officials of foreign patent systems whose duty it is to issue patents or related rights on the Transferred Patents (or any portion thereof) to issue any patent or document conveying rights arising therefrom to Assignee in accordance with the terms of this Assignment for Assignee's sole use and behalf to the full end of the term for which any patent is or may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

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PATENT REEL: 038026 FRAME: 0706

3. Assignor agrees that upon request of Assignee, and without further remuneration, to execute any and all papers desired by Assignee, for full protection and title in and to the Transferred Patents and all patents issuing therein which are hereby transferred, including any and all papers desired by Assignee for the filing and granting of foreign applications and the perfecting of the rights thereto in Assignee.

4. Assignor hereby covenants and agrees to communicate to Assignee any facts known to the Assignor with respect to the Transferred Patents and all patents issuing thereon; provide all relevant prior material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part applications, reissues and re-examinations; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for the Transferred Patents and all patents issuing therein in all countries.

5. Assignor hereby further covenants and agrees that Assignor has the full right to convey the entire interest herein assigned, and Assignor has not and will not execute any agreement in conflict herewith.

6. Assignor agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that Assignor shall have the obligation to perform reasonably in the alternative to give the Assignee the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of the Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed stricken.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles of such state.

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PATENT REEL: 038026 FRAME: 0707

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IN WITNESS WHEREOF, the parties have caused this Assignment of Rights to be executed by their duly authorized representative on this $2 \cdot J$ day of M_{n} , 2007.

Assignor

Concert Technology Corporation

Bv: Name: Hugh B. Svendsen

Title: Chief Executive Officer

County RTH CAROLWA State of

Before me, EUCENE M. FARELLY, a Notary Public in and for the State of , on this 21 day of MAY, 2007, Hugh B. Svendsen, who is personally NORTH CAPPY INA known to me to be the same person whose name is subscribed to the foregoing assignment document and who is known to me as a person authorized to sign singly on behalf of the Assignor, acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

My Commission Expires My Commission Expires 9-13-2009.

(Seal)

Assignee

ConPact_Inc By:

Name: Stan Fry Title: Chairman of the Board of Directors

Hillsborangh County State of New Homoshine

, a Notary Public in and for the State of Before me, Maddlena 9 Tomos New Hampshire, on this 3ª day of may, 2007, Stan Fry, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document and who is known to me as a person authorized to sign singly on behalf of the Assignee, acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

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MAGDALENA RAMOS, Notary Public <u>Amas</u> My Commission Expires June 4, 2008 Notary Public My Commission Expires

(Seal)

PATENT REEL: 038026 FRAME: 0708

EXHIBIT A

Transferred Patents

| Patent/ | Filing Date | Issue Date | Status | Title |
|--------------------|----------------|---------------|-----------|------------------------------|
| Application No. | | | | |
| 6,453,281 | July 30, 1996 | September 17, | Active | Portable Audio Database |
| | | 2002 | | Device With Icon-Based |
| | | | | Graphical User-Interface |
| 6,826,283 | July 27, 2000 | November 30, | Active | Method And System For |
| | | 2004 | | Allowing Multiple Nodes In A |
| | | | | Small Environment To Play |
| | | | | Audio Signals Independent Of |
| | | | | Other Nodes |
| 09/805,470 | March 12, 2001 | N/A | Abandoned | Network-Enabled Audio |
| | | | | Device |
| 60/246,842 | November 8, | N/A | Completed | Network-Enabled Audio |
| | 2000 | | | Device |
| 11/563,227 | November 27, | N/A | Active | Network-Enabled Audio |
| | 2006 | | | Device |
| 11/563,230 | November 27, | N/A | Active | Network-Enabled Audio |
| | 2006 | | | Device |
| 11/563,232 | November 27, | N/A | Active | Network-Enabled Audio |
| | 2006 | | | Device |
| 11/697,833 | April 9, 2007 | N/A | Active | Network-Enabled Audio |
| | | | | Device And Radio Site |
| 60/072,127 | January 22, | N/A | Completed | Web Radio |
| | 1998 | | | |
| 09/096,703 | June 12, 1998 | N/A | Abandoned | Intelligent Radio |
| 09/933,568 | August 20, | N/A | Abandoned | Intelligent Radio |
| | 2001 | | | |

PATENT REEL: 038026 FRAME: 0709

RECORDED: 03/18/2016