

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3817591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE WEATHER CHANNEL LLC	01/29/2016
RECEIVING PARTY DATA	
Name:	TWC PRODUCT AND TECHNOLOGY, LLC
Street Address:	300 INTERSTATE NORTH PARKWAY
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12351180
CORRESPONDENCE DATA	
Fax Number:	(404)645-7707
<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:	404-645-7700
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Correspondent Name:	MEUNIER CARLIN & CURFMAN LLC
Address Line 1:	999 PEACHTREE STREET NE
Address Line 2:	SUITE 1300
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	10155-001GEN 12351180
NAME OF SUBMITTER:	SHARON ETELMAN
SIGNATURE:	/sharon etelman/
DATE SIGNED:	04/06/2016
Total Attachments: 4	
source=10155-001GEN 2016_01_29 US App 12351180 Patent Assignment (The Weather Channel to TWC Product)#page1.tif	
source=10155-001GEN 2016_01_29 US App 12351180 Patent Assignment (The Weather Channel to TWC Product)#page2.tif	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the “**Assignment**”) is made as of 29 January, 2016 by The Weather Channel LLC, a Georgia limited liability company (“**Assignor**”) to TWC Product and Technology, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, BBN Holdings, Inc. (“**Seller**”), International Business Machines Corporation (“**Purchaser**”) and TV Spinco LLC are parties to that certain Separation Agreement, dated as of October 28, 2015 (the “**Separation Agreement**”);

WHEREAS, pursuant to Section 4.7 of the Separation Agreement, Purchaser requested, and Seller acknowledged and agreed, in that certain letter from Seller to Purchaser, dated as of 29 January, 2016 (the “**Consent**”), to execute and deliver this Assignment;

WHEREAS, Assignor owns the patent applications and patents as set forth on Schedule I (collectively, the “**Assigned Patents**”);

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title and interest in and to the Assigned Patents;

NOW, THEREFORE, subject to the terms and conditions of the Separation Agreement and the Consent, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Assigned Patents, free and clear of all encumbrances; all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action, as may reasonably be necessary to give effect to the transactions contemplated by this Assignment.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Separation Agreement or the Consent. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Separation Agreement or the Consent, the Agreement shall control and govern.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

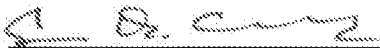
5. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Patents.

6. This Assignment may be executed by digital or telephonic facsimile and in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment. A signed copy of this Assignment delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy hereof.

[Signature Page Follows]

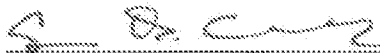
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

The Weather Channel LLC

By: 
Name: George Callard
Title: Vice President and Secretary

TWC Product and Technology, LLC

By: The Weather Company, LLC
Its: Sole Member

By: 
Name: George Callard
Title: Vice President

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