

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3821620

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COMPASS INNOVATIONS LLC	04/05/2016
RECEIVING PARTY DATA		
Name:	TIVO INC.	
Street Address:	2160 GOLD STREET	
City:	ALVISO	
State/Country:	CALIFORNIA	
Postal Code:	95002	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14284367	
CORRESPONDENCE DATA		
Fax Number:	(650)670-8813	
<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:	6506708800	
Email:	kcho@wongrees.com, docketing@wongrees.com, kwong@wongrees.com	
Correspondent Name:	WONG & REES LLP	
Address Line 1:	4677 OLD IRONSIDES DRIVE	
Address Line 2:	SUITE 370	
Address Line 4:	SANTA CLARA, CALIFORNIA 95054	
ATTORNEY DOCKET NUMBER:	60097-1259	
NAME OF SUBMITTER:	KIRK D. WONG	
SIGNATURE:	/KirkDWong#43284/	
DATE SIGNED:	04/08/2016	
Total Attachments: 22		
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PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (this "**Agreement**") is entered into on April 5, 2016 ("**Effective Date**") by and between Compass Innovations LLC, a Virginia company with an office at c/o LeClair Ryan, Riverfront Plaza, East Tower, Eighth Floor, 951 East Byrd St., Richmond, VA 23219 ("**Seller**"), Epicenter IP Group LLC, a California company with an office at 101 First Street, Suite 475 Los Altos, CA 94022, TiVo Inc., a Delaware corporation with an office at 2160 Gold St., San Jose, CA 95002 ("**Purchaser**") and DigitalSmiths Corporation, a Delaware corporation with an office at 320 Blackwell Street, Suite 200, Durham, NC 27701 ("**DS**"). In consideration of the mutual covenants contained herein and other good consideration, the sufficiency of which is hereby acknowledged, Seller, Purchaser and DS (each a "**Party**" and collectively the "**Parties**") hereby agree as follows:

1. BACKGROUND

1.1 Seller previously purchased certain patent rights from DS pursuant to that certain Patent Purchase Agreement between Seller and DS dated February 14, 2014, as amended on January 19, 2015 (the "**Prior PPA**").

1.2 DS is a subsidiary of Purchaser.

1.3 Seller now wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, such patent rights, pursuant to the terms of this Agreement.

2. DEFINITIONS

2.1 Capitalized terms used but not defined herein shall carry the meanings ascribed to them in the Prior PPA.

2.2 "**Assigned Agreements**" has the meaning set forth in Section 3.3.

2.3 "**Knowledge**" means, when referring to the "knowledge" of the Seller, the actual knowledge of the personnel of Seller, any Seller Related Entity and Epicenter IP Group LLC, as well as the knowledge such personnel would reasonably have after making due inquiry with respect to the matter in question. "**Note**" has the meaning set forth in Section 5.1.

2.4 "**Prior Transfer Date**" means February 14, 2014.

2.5 "**Purchased Patents**" means those patents and patent applications listed in **Exhibit A** attached hereto, and, to the extent that Seller owns and/or has the right to transfer ownership of each of the following, any and all continuations, divisionals, continuations in-part, and provisionals of the foregoing, any and all counterpart foreign patents, applications and certificates of invention of any of the foregoing, and all reissues, re-examinations, renewals, extensions and utility models of any of the foregoing.

2.6 "**Security Agreement**" has the meaning set forth in Section 4.2.

2.7 "**Transfer Fee**" has the meaning set forth in Section 5.1.

3. TRANSFER OF PURCHASED PATENTS

- 3.1 Assignment of Purchased Patents. Effective upon the Effective Date, Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Purchased Patents, and all inventions and discoveries described therein that are claimed by the Purchased Patents, including without limitation, any and all legal rights conveyed to Seller by DS, including all rights of Seller to sue for past, present and future infringement, to collect royalties under the Purchased Patents, and, to the extent the Purchased Patents include any pending applications, to prosecute all existing Purchased Patents worldwide, to apply for additional Purchased Patents worldwide claiming priority from any of the Purchased Patents and to have Purchased Patents issue in the name of the Purchaser.
- 3.2 Assignment of Causes of Action. Effective upon the Effective Date, Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Purchased Patents, and all inventions and discoveries described therein that are claimed by the Purchased Patents, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Purchased Patents.
- 3.3 Assignment of Agreements. Effective upon the Effective Date, Seller hereby sells, assigns, novates, transfers and conveys to Purchaser all right, title and interest it has in the agreements listed on **Exhibit C** attached hereto (the "**Assigned Agreements**"), and Purchaser hereby assumes all of Seller's obligations under the Assigned Agreements. Seller affirms that Seller has, prior to the Effective Date, obtained executed consents for such assignment from Motorola Solutions, Inc. and Cisco Systems, Inc. in the forms set forth in **Exhibit D-1** and **Exhibit D-2** and provided complete and accurate copies thereof to Purchaser.
- 3.4 Delivery. On the Effective Date, Seller shall execute an assignment of patent rights in the form attached hereto as **Exhibit B** for each of the Purchased Patents. On or within five (5) business days of the Effective Date, Seller shall send, via Federal Express or other reliable overnight delivery service, to Purchaser the executed original of this Agreement and each such assignment. On the Effective Date, Seller shall electronically transmit all files and original documents owned or controlled by Seller regarding the Purchased Patents including, without limitation, (i) prosecution history files for all issued, pending and abandoned Purchased Patents, (ii) its own files regarding the issued Purchased Patents and (iii) a current electronic copy of a docketing report for the Purchased Patents accurately setting forth to the best of Seller's Knowledge any and all due dates that will occur within 30 days of the Effective Date and which are relevant to the prosecution or maintenance of the Purchased Patents, including, without limitation, information relating to deadlines, payments and filings for the Purchased Patents, and the names, business addresses, e-mail addresses and phone numbers of all prosecution counsel and agents.
- 3.5 Further Assurances.
- (a) Cooperation. Upon Purchaser's request, with reasonable notice given, and without additional consideration, Seller shall execute any further papers and documents and do such other acts as may be necessary and proper to vest full title and transfer all rights and interest in and to the Purchased Patents in Purchaser (or its designee). Seller shall make reasonable efforts to assist Purchaser, and any successor, in every proper way to secure the Purchaser's rights in the Purchased Patents in any and all countries, including the disclosure to the Purchaser of all pertinent information and data with respect thereto, the

execution of all applications, specifications, oaths, assignments and all other instruments which the Purchaser shall reasonably deem necessary in order to apply for, prosecute, and obtain such rights and in order to assign and convey to the Purchaser, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to the Purchased Patents.

- (b) Limited Power of Attorney. Seller irrevocably constitutes and appoints Purchaser, with full power of substitution, to be its true and lawful attorney, and in its name, place or stead, to execute, acknowledge, swear to and file, all instruments, conveyances, certificates, agreements and other documents, and to take any action which shall be necessary, appropriate or desirable to effectuate the transfer, or prosecution of the Purchased Patents in accordance with the terms of this Agreement; provided, however, that such power shall be exercised by the Purchaser (a) immediately after the Effective Date with respect to U.S. Patent Application No. 14/284367, and (b) for the Purchased Patents other than U.S. Patent Application No. 14/284,367, only in the event that Seller fails to take the necessary actions required hereunder to affect or record such transfer, or prosecution of such Purchased Patents within thirty (30) days of Purchaser's reasonable request, or seven (7) days prior to the deadline for taking the required action if earlier. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.
- (c) Attorney-Client Privileged Information. Upon Purchaser's request, Seller and Purchaser shall negotiate and enter into a common interest agreement under which Purchaser may have access to, while preserving the privilege thereof, attorney-client privileged information or work-product privileged information that Purchaser believes necessary for Purchaser's licensing or enforcement of the Purchased Patents, at no additional cost to Purchaser other than Seller's reasonable out-of-pocket expenses incurred in the course of fulfilling its obligations under such agreement.

4. TERMINATION OF PRIOR AGREEMENTS

- 4.1 Termination of Rights and Obligations Under Prior PPA. Seller and DS agree that any and all accrued and remaining obligations and any and all rights and remedies the parties have under the Prior PPA are cancelled.
- 4.2 Termination of Security Agreement. Seller and DS agree that the Security Agreement dated February 14, 2014 between Seller and DS (the "**Security Agreement**") that was executed in connection with the Prior PPA and the Secured Non-Recourse Promissory Note dated February 2014 issued by Seller (the "**Note**") in connection with the Security Agreement are hereby terminated. Seller and DS further agree that any and all accrued and remaining obligations and any and all rights and remedies they have under the Security Agreement and the Note are cancelled. For the avoidance of doubt, DS hereby releases its security interest under the Security Agreement in all right, title and interest of Seller in and to the Collateral (as defined in the Security Agreement and the Note) and shall complete such release by executing and recording the Release of Security Interest in Patents in the form set forth in **Exhibit G** attached hereto with the United States Patent and Trademark Office.

5. **ECONOMIC TERMS**

- 5.1 **Consideration.** In accordance with Section 5.2, purchaser shall pay to Seller the nonrefundable amount of seventy thousand U.S. Dollars (USD\$70,000.00) (the "**Transfer Fee**"), as well as USPTO and reasonable attorney's fees for prosecuting the Purchased Patents, including preparing and filing a reply to the notice to file missing parts for U.S. Patent Application No. 14/639,016, as described in the invoice attached as **Exhibit I** the ("**Prosecution Fees**"). In addition, DS shall cancel the Note pursuant to Section 4.2.
- 5.2 **Payment.** Purchaser shall, by no later than five (5) business days from the completion of Seller's obligations under Section 3.4, pay Seller the Transfer Fee pursuant to the following bank wire instructions. Purchaser shall, no later than five (5) business days from receiving the invoice attached as **Exhibit I**, pay Seller the Prosecution Fees pursuant to the following bank wire instructions.

Compass Innovations LLC

Bank: Square 1 Bank

Address: 406 Blackwell Street, Suite 240

Durham, NC 27701

Account No. 3102994

Routing No. 053112615

6. **WARRANTIES**

Seller hereby represents, warrants and covenants to Purchaser the following:

- 6.1 **Authority.** Seller has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity.
- 6.2 **Title.** Seller has good and marketable title to the Purchased Patents, including without limitation all rights, title and interest in the Purchased Patents and the right to sue for past, present and future infringement thereof, to the extent such title to the Purchased Patents was conveyed by DS to Seller prior to the Prior Transfer Date. Seller has obtained and properly recorded previously executed assignments for the Purchased Patents as necessary to fully perfect Seller's rights and title therein, in accordance with governing law and regulations in each respective jurisdiction.
- 6.3 **Purchased Patents.** The Purchased Patents are not subject to any Encumbrances or Grants other than such Encumbrances and Grants identical in all respects to those to which the Purchased Patents were subject to prior to the Prior Transfer Date except as has been noted in Section 6.8.
- 6.4 **Enforcement Activities.** Neither Seller nor any Seller Related Entity or Epicenter IP Group LLC has (a) put a third party on notice of actual or potential infringement of any of the Purchased

Patents; (b) initiated any enforcement actions with respect to any of the Purchased Patents; or (c) responded to a declaratory judgment action with respect to any Purchased Patent.

- 6.5 Prosecution and Proceedings. Beginning from the Prior Transfer Date: (i) none of the issued or granted Purchased Patents have been involved in any reexamination, reissue or interference proceeding, or any similar proceeding, and to Seller's Knowledge no such proceedings are pending or threatened; (ii) other than as set forth in *Exhibit E* attached hereto, no action has been taken, or failed to be taken, which could render any of the Purchased Patents abandoned, invalid or unenforceable; and (iii) there have been no actions, suits, investigations, claims or proceedings threatened, pending or in progress or settled in any court of law, board of arbitration or patent office or any other governmental entity regarding the issued or granted Purchased Patents which will impair the right of Purchaser to use, possess, sell, license or dispose of any of the Purchased Patents. To Seller's Knowledge, except as scheduled in *Exhibit F*, all maintenance fees, annuities, and the like due on the Purchased Patents will have been timely paid by the Effective Date. Seller has not taken and will not take any action that would constitute a waiver of attorney-client privilege held by Seller relating to the Purchased Patents. Seller shall maintain in confidence and not disclose to any third party (other than as may be required by law or compulsory legal process) any information or materials regarding Seller's prosecution of the Purchased Patents.
- 6.6 Validity and Enforceability. To Seller's Knowledge, the issued or granted Purchased Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceedings, and Seller has not received any notice or information of any kind from any unrelated third party suggesting that the issued or granted patents of the Purchased Patents may be invalid or unenforceable. Seller is not aware of any significant information, facts or circumstances that would render any of the issued or granted Purchased Patents invalid or unenforceable. With respect to this section 6.6, 'significant' means important enough, from the perspective of a reasonable licensing professional in Purchaser's position, to merit attention.
- 6.7 Restrictions on Rights. To Seller's Knowledge, purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Purchased Patents as a result of the transaction contemplated in this Agreement. Seller has not made any commitments to any standards or other organization regarding licensing or not asserting the Purchased Patents, and is not otherwise obligated to refrain from asserting the Purchased Patents.
- 6.8 Assigned Agreements. Except as scheduled in *Exhibit H*, the Assigned Agreements have not been amended in any way by Seller and the terms and conditions thereof are identical in all respects to the terms and conditions of such agreements at the time they were originally assigned to Seller by DS pursuant to Section 3.3 of the Prior PPA. Except as scheduled in *Exhibit H*, Seller has not received any notice of any kind relating to the Assigned Agreements from any counterparty thereto and, to Seller's Knowledge, there is no basis on which it could be alleged that any party to an Assigned Agreement is in breach thereof.

7. DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PURCHASED PATENTS OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

8. MISCELLANEOUS

- 8.1 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of California without regard to principles of conflict of laws.
- 8.2 Jurisdiction. Each Party hereby agrees to jurisdiction and venue in the courts of the State of California or the Federal courts sitting therein for all disputes and litigation arising under or relating to this Agreement.
- 8.3 Limitation on Consequential Damages. EXCEPT FOR ANY MATERIAL BREACH OF SECTION 6, NO PARTY SHALL BE LIABLE TO ANOTHER PARTY FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT. WITH RESPECT TO THIS SECTION 8.3, "MATERIAL BREACH" MEANS A BREACH THAT WOULD HAVE CAUSED THE PURCHASER TO NOT ENTER INTO THE AGREEMENT.
- 8.4 Limitation of Liability. THE PARTIES AGREE THAT IT WOULD BE DIFFICULT TO CALCULATE ACTUAL DAMAGES AND HAVE AGREED THAT THE DAMAGES SET FORTH BELOW SHALL BE THE MAXIMUM TOTAL DAMAGES EITHER PARTY IS ENTITLED UPON BREACH.
- (a) PURCHASER'S AND DS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE THE PAYMENT OF FUNDS AS REQUIRED PURSUANT TO SECTION 5.
 - (b) EXCEPT FOR LIABILITY THAT ARISES FROM FRAUD BY OR A FRAUDULENT MISREPRESENTATION OF SELLER, SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE SEVENTY THOUSAND U.S. DOLLARS (\$70,000) PLUS ANY PROSECUTION FEES PAID BY PURCHASER.
 - (c) THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 8.5 Confidentiality of Terms. The Parties hereto shall keep the terms (but not existence) of this Agreement confidential and shall not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of each other Party; (b) as otherwise may be required by law or legal process, including in confidence to legal and financial advisors in their capacity of advising a Party in such matters; or (c) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with the terms of financial transactions. In addition, Purchaser may disclose this Agreement to any third party in connection with the actual or prospective purchase by such third party of any of the Purchased Patents.

8.6 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. None of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by a Party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of the Parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

8.7 Notices. All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

If to Seller

Compass Innovations
c/o LeClair Ryan
Riverfront Plaza, East Tower, Eighth Floor
951 East Byrd St.
Richmond, VA 23219

Attn: Ron Epstein

If to Purchaser or DS

Tivo Inc.
2160 Gold St.
San Jose, CA 95002

Attn: Matt Zinn

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. A Party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Party at such changed address.

8.8 Relationship of Parties. The Parties hereto are independent contractors. No Party has by virtue of this Agreement any express or implied right or authority to assume or create any obligations on behalf of another Party or to bind another Party to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between any of the Parties.

8.9 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

8.10 Waiver. Failure by a Party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

8.11 Assignment. The terms and conditions of this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties.

Each Party is signing this Patent Purchase Agreement with intent to be bound as of the Effective Date:

Compass Innovations LLC

Ron Epstein

Signature

Ron Epstein

Printed Name

Owner

Title

04/05/2016

Date

Tivo Inc.

Matthew Zinn
Matthew Zinn (Apr 6, 2016)

Signature

Matthew Zinn

Printed Name

SVP, General Counsel

Title

Apr 6, 2016

Date

DigitalSmiths Corporation

Laurence Denny
Laurence Denny (Apr 6, 2016)

Signature

Laurence Denny

Printed Name

Assistant Corporate Secretary

Title

Apr 6, 2016

Date

Epicenter IP Group LLC

Ron Epstein

Signature

Ron Epstein

Printed Name

CEO

Title

04/05/2016

Date



Tivo Accounting - SK
Tivo Accounting - SK (Apr 6, 2016)

EXHIBIT A**PATENT RIGHTS TO BE ASSIGNED**

U.S. Patent No. 5,892,536	U.S. Patent No. 5,986,692	U.S. Patent No. 6,088,455	U.S. Patent No. 6,931,451
U.S. Patent No. 7,055,166	U.S. Patent No. 7,058,376 (lapsed)	U.S. Patent No. 7,640,560	U.S. Patent No. 8,091,111
U.S. Patent No. 8,230,343	EP 1197020 (lapsed in FR and DE)	EP 1421792 (lapsed)	U.S. Patent Application No. 10/060,001 (Abandoned)
U.S. Patent Application No. 10/767,946 (Abandoned)	U.S. Patent Application No. 11/142,831 (Abandoned)	U.S. Patent Application No. 11/517,677	U.S. Patent Application No. 11/799,631
U.S. Patent Application No. 11/894,771 (Abandoned)	U.S. Patent Application No. 12/353,857 (Abandoned)	U.S. Patent Application No. 13/271,892	European Patent Application No. 19990906687 (abandoned)
U.S. Patent Application No. 11/784,993 (Abandoned)	U.S. Patent Application No. 12/001,050 (Abandoned)	U.S. Patent Application No. 13/004,485 (Abandoned)	U.S. Patent Application No. 11/894,659 (Abandoned)
U.S. Patent Application No. 14/639,016	U.S. Patent Application No. 14/284,367		

EXHIBIT B

PATENT ASSIGNMENT AGREEMENT

Effective April 5, 2016 ("**Effective Date**"), for good and valuable consideration, the receipt of which is hereby acknowledged, Compass Innovations LLC, a Virginia company, with an office at c/o LeClair Ryan, Riverfront Plaza, East Tower, 951 East Byrd St., Eighth Floor, Richmond, VA 23219, ("**Assignor**"), does hereby sell, assign, transfer and convey unto TiVo Inc, a Delaware corporation, with an office at 2160 Gold St., San Jose, CA 95002 ("**Assignee**"), all of Assignor's right, title and interest in and to the patents and patent applications listed below, any and all continuations, divisionals, continuations in-part of the foregoing, any and all counterpart foreign patents, applications and certificates of invention of any of the foregoing, and all reissues, re-examinations, renewals, extensions and utility models of any of the foregoing (collectively "**Patent Rights**");

U.S. Patent No. 5,892,536	U.S. Patent No. 5,986,692	U.S. Patent No. 6,088,455	U.S. Patent No. 6,931,451
U.S. Patent No. 7,055,166	U.S. Patent No. 7,058,376 (lapsed)	U.S. Patent No. 7,640,560	U.S. Patent No. 8,091,111
U.S. Patent No. 8,230,343	EP 1197020 (lapsed in FR and DE)	EP 1421792 (lapsed)	U.S. Patent Application No. 10/060,001 (Abandoned)
U.S. Patent Application No. 10/767,946 (Abandoned)	U.S. Patent Application No. 11/142,831 (Abandoned)	U.S. Patent Application No. 11/517,677	U.S. Patent Application No. 11/799,631
U.S. Patent Application No. 11/894,771 (Abandoned)	U.S. Patent Application No. 12/353,857 (Abandoned)	U.S. Patent Application No. 13/271,892	European Patent Application No. 19990906687 (Abandoned)
U.S. Patent Application No. 11/784,993 (Abandoned)	U.S. Patent Application No. 12/001,050 (Abandoned)	U.S. Patent Application No. 13/004,485 (Abandoned)	U.S. Patent Application No. 11/894,659 (Abandoned)
U.S. Patent Application No. 14/639,016	U.S. Patent Application No. 14/284,367		

In addition, Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all of Assignor's rights (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) the right to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

Assignor is signing this Patent Assignment Agreement with intent to be bound as of the Effective Date:

Assignor: Compass Innovations LLC

Ron Epstein

Signature

Ron Epstein

Printed Name

Owner

Title

04/05/2016

Date

EXHIBIT C

AGREEMENTS TO BE ASSIGNED

1. Patent License Agreement between Gotuit Media Corporation and Cisco Systems, Inc. dated February 25, 2009.
2. License Agreement between UMG Recordings, Inc. and Gotuit Media Corp. dated March 13, 2008.
3. Patent License Agreement between Gotuit Media Corp. and Motorola, Inc. dated October 30, 2009.

EXHIBIT D-1

FORM OF MOTOROLA CONSENT

[Date]

CONFIDENTIAL

Motorola Solutions, Inc.
Attn: Legal Department
1303 E. Algonquin Road
Schaumburg, IL 60196

Re: Sale of Gotuit Patents to TiVo, Inc. and Transfer of Related License Agreement

Dear Sir or Madam:

The purpose of this letter is to (1) advise you that Compass Innovations LLC ("Compass") intends to sell all Licensed Patents (as defined in that certain Patent License Agreement between Gotuit Media Corporation and Motorola, Inc. dated as of October 30, 2009 (such agreement, together with any side letters, amendments or other related agreements, the "**Agreement**")) to TiVo Inc. ("**TiVo**") pursuant to a Patent Purchase Agreement between Compass and TiVo (the "**PPA**") and (2) seek your consent to the transfer of the Agreement, and all rights and obligations thereunder, to TiVo. We expect to close the foregoing transaction soon, and believe it is in our mutual interest to have the new owner of the patents assume all rights and obligations under the Agreement.

By your countersignature to this letter, effective as of the Effective Date (as defined in the PPA), you: (1) give consent to the transfer of all rights and obligations under the Agreement from Compass to TiVo; (2) discharge Compass from performance of the Agreement; and (3) agree that any notices to be delivered to Compass under the Agreement will instead be delivered to TiVo Inc., Attn: Office of the General Counsel, 2160 Gold Street, San Jose, CA 95002.

In order to ensure the rights and obligations of the Agreement remain with the Licensed Patents, please have the appropriate person sign this letter below and return it as soon as possible to the following address (with an additional pdf copy via email):

Compass Innovations LLC
c/o LeClair Ryan
Riverfront Plaza, East Tower
951 East Byrd Street
Eighth Floor
Richmond, VA 23219
[e-mail address]

PATENT

REEL: 038388 FRAME: 0251

We are on an extremely short timeline and need your prompt response, and we greatly appreciate your cooperation in helping us meet this deadline. If you have any questions, please feel free to contact me anytime at my mobile phone [____], or by email at [____].

Sincerely yours,

Acknowledgment and Consent:

MOTOROLA SOLUTIONS, INC.

COMPASS INNOVATIONS LLC

By: _____

By: _____

Name:

Name: Ron Epstein

Title:

Title: Owner

Date:

PATENT

REEL: 038388 FRAME: 0252

EXHIBIT D-2

FORM OF CISCO CONSENT

[Date] April 5, 2016

CONFIDENTIAL

Cisco Systems, Inc.
Attn: Mallun Yen, or the current Vice President, Worldwide Intellectual Property
170 W. Tasman Drive
San Jose, CA 95134

Re: Sale of Gotuit Patents to Compass Innovations LLC and Transfer of Related License Agreement

Dear Sir or Madam:

The purpose of this letter is to (1) advise you that Compass Innovations LLC ("Compass") intends to sell all Gotuit Licensed Patents (as defined in that certain Patent License Agreement between Gotuit Media Corporation and Cisco Systems, Inc. dated as of February 25, 2009 (such agreement, together with any side letters, amendments or other related agreements, the ("Agreement"))) to TiVo Inc. ("TiVo") pursuant to a Patent Purchase Agreement between Compass and TiVo (the "PPA") and (2) seek your consent to the transfer of the Agreement (as further amended below), and all rights and obligations thereunder, to TiVo. We expect to close the foregoing transaction soon, and believe it is in our mutual interest to have the new owner of the patents assume all rights and obligations under the Agreement.

By your countersignature to this letter, effective as of the Effective Date (as defined in the PPA), you: (1) give consent to the transfer of all rights and obligations under the Agreement from Compass to TiVo; (2) discharge Compass from further performance of the Agreement; and (3) agree that any notices to be delivered to Compass under the Agreement will instead be delivered to TiVo Inc., Attn: Office of the General Counsel, 2160 Gold Street, San Jose, CA 95002.

In order to ensure the rights and obligations of the Agreement as amended remain with the Gotuit Licensed Patents please have the appropriate person sign this letter below and return it as soon as possible to the following address (with an additional pdf copy via email):

Compass Innovations LLC
c/o LeClair Ryan
Riverfront Plaza, East Tower
951 East Byrd Street
Eighth Floor
Richmond, VA 23219
sabrina@epicenterip.com

PATENT

REEL: 038388 FRAME: 0253

We are on an extremely short timeline and need your prompt response, and we greatly appreciate your cooperation in helping us meet this deadline.

Acknowledgment and Consent:

CISCO SYSTEMS, INC.

Sincerely yours,

COMPASS INNOVATIONS LLC

By: _____

By: Ron Epstein

Name:

Name: Ron Epstein

Title:

Title: Owner

Date:

cc: Cisco Systems, Inc.
Attn: General Counsel
170 W. Tasman Drive
San Jose, CA 95134

PATENT

REEL: 038388 FRAME: 0254

EXHIBIT E

ABANDONED PATENTS OR APPLICATIONS

1. U.S. Patent No. 7,058,376
2. EP 1421792
3. U.S. Patent App. No. 10/060001 (abandoned in favor of U.S. Patent App. No. 14/284367)
4. U.S. Patent App. No. 10/142831 (abandoned in favor of U.S. Patent App. No. 14/639016)
5. U.S. Patent App. No. 10/894771 (abandoned in favor of U.S. Patent App. No. 14/284367)

PATENT

REEL: 038388 FRAME: 0255

EXHIBIT F

REQUIRED ACTIONS

1. U.S. Patent No. 7,058,376 – Revive by 06/06/16.
2. U.S. Patent App. No. 14/284,367 – File response to first office action by 01/07/16 (3 month date).
3. U.S. Patent No. 6,931,451 – Pay maintenance fee by 08/16/2016
4. U.S. Patent No. 7,055,166 – Pay maintenance fee by 05/30/2017
5. U.S. Patent No. 8,091,111 – Pay maintenance fee by 01/03/2019

PATENT

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EXHIBIT G

RELEASE OF SECURITY INTEREST IN PATENTS

This Release of Security Interest in Patents, dated as of April 5, 2016 ("**Effective Date**"), is executed by DigitalSmiths Corp., a Delaware corporation, with an office at 320 Blackwell Street, Suite 200, Durham, NC 27701 ("**Secured Party**") and TiVo Inc., a Delaware corporation, with an office at 2160 Gold St., San Jose, CA 95002 ("**Secured Party's Affiliate**"), in favor of Compass Innovations LLC, a Virginia company, with an office at c/o LeClair Ryan, Riverfront Plaza, East Tower, Eighth Floor, 951 East Byrd St., Richmond, VA 23219 ("**Company**"). Secured Party and Secured Party's Affiliate (each a "**Party**" and collectively the "**Parties**") hereby agree as follows

1. BACKGROUND

- 1.1 The Security Agreement dated February 14, 2014 executed by Secured Party and Company secured Company's obligations under the Secured Non-Recourse Promissory Note dated February 14, 2014 issued by Company in favor of Secured Party.
- 1.2 Pursuant to the Security Agreement, Company issued to Secured Party a Grant of Security Interest in Patents dated February 14, 2014 and recorded with the U.S. Patent and Trademark Office at reel: 032289, frame: 0117 to 0121.
- 1.3 Under the Grant of Security Interest in Patents, Company granted a security interest to Secured Party in all right, title and interest of the Company in and to certain property held by Company ("**Collateral**").

2. DEFINITIONS

- 2.1 "**Patents**" means patents and patent applications, continuations, divisionals, continuations in-part of the foregoing, counterpart foreign patents, applications and certificates of invention of any of the foregoing, and reissues, re-examinations, renewals, extensions and utility models of any of the foregoing.
- 2.2 "**Affiliate**" means a legal entity that controls, is controlled by, or is under common control with a Party. Such legal entity shall constitute an Affiliate of the Party only when and for so long as the control exists.
- 2.3 "**Collateral**" means:
 - (a) all of Company's Patents listed in **Schedule 1** hereto, and, without limitation: (i) licenses pertaining to any such Patent, (ii) income, royalties, damages and payments now and hereafter due and /or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements, (iii) rights to sue for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world in all jurisdictions in which such Patents have been issued or applied for, and (v) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; and

PATENT

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(b) all proceeds of any of the foregoing.

1. RELEASE


- 1.1 Secured Party and Secured Party's Affiliate hereby release the security interest in all right, title and interest of the Company in and to the Collateral.
- 1.2 Secured Party and Secured Party's Affiliate further acknowledge and affirm that any and all accrued and remaining obligations and any and all rights and remedies under the Security Agreement with respect to the Grant of Security Interest have been terminated.

Secured Party and Secured Party's Affiliate are signing this Release of Security Interest in Patents with intent to be bound as of the Effective Date:

Secured Party: Compass Innovations LLC

Secured Party's Affiliate: Tivo Inc.

Ron Epstein


Matthew Zinn (Apr 6, 2016)

Signature

Signature

Ron Epstein

Matthew Zinn

Printed Name

Printed Name

Owner

SVP, General Counsel

Title

Title

04/05/2016

Apr 6, 2016

Date

Date



Tivo Accounting - SK
Tivo Accounting - SK (Apr 6, 2016)

PATENT

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SCHEDULE 1

U.S. Patent No. 5,892,536	U.S. Patent No. 5,986,692	U.S. Patent No. 6,088,455	U.S. Patent No. 6,931,451
U.S. Patent No. 7,055,166*	U.S. Patent No. 7,058,376 (lapsed)	U.S. Patent No. 7,640,560	U.S. Patent No. 8,091,111
U.S. Patent No. 8,230,343	EP 1197020 (lapsed in FR and DE)	EP 1421792 (lapsed)	U.S. Patent Application No. 10/060,001 (Abandoned)
U.S. Patent Application No. 10/767,946 (Abandoned)	U.S. Patent Application No. 11/142,831 (Abandoned)	U.S. Patent Application No. 11/517,677	U.S. Patent Application No. 11/799,631
U.S. Patent Application No. 11/894,771 (Abandoned)	U.S. Patent Application No. 12/353,857 (Abandoned)	U.S. Patent Application No. 13/271,892	European Patent Application No. 19990906687 (Abandoned)
U.S. Patent Application No. 11/784,993 (Abandoned)	U.S. Patent Application No. 12/001,050 (Abandoned)	U.S. Patent Application No. 13/004,485 (Abandoned)	U.S. Patent Application No. 11/894,659 (Abandoned)
U.S. Patent Application No. 14/639,016	U.S. Patent Application No. 14/284,367		

* Incorrectly listed as U.S. Patent No. 7,055,186 in Grant of Security Interest in Patents

EXHIBIT H

1. Termination Agreement between Compass Innovations LLC and UMG Recordings, Inc., dated June 30, 2014, terminating License Agreement between UMG Recordings, Inc. and Gotuit Media Corp., dated March 13, 2008.

PATENT

RECORDED: 04/08/2016

REEL: 038388 FRAME: 0260 0015515000