# 503871562 06/15/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3918211

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY D	ΑΤΑ					
		Name	Execution Date			
THOROUGHBRED, SE	RIES 71 O	F ALLIED SECURITY TRUST I	08/24/2015			
RECEIVING PARTY DA	TA					
Name:	OSRAM	OSRAM GMBH				
Street Address:	MARCEL	MARCEL-BREUER-STRASSE 6				
City:	MUNICH	MUNICH				
State/Country:	GERMA	GERMANY				
Postal Code:	80807					
	1					
PROPERTY NUMBERS	6 Total: 1					
Property Type		Number				
Patent Number: 8601		01004				
		601084				
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### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement") is made as of August 24, 2015 (the "Effective Date"), by and between Thoroughbred, Series 71 of Allied Security Trust I, a Delaware limited liability company with an address at 555 California St, 12th Floor, San Francisco, California, 94104, U.S.A., Attention: Jake Handy, Fenwick & West LLP ("Assignor"), and OSRAM GmbH, a German Corporation having a place of business at Marcel-Breuer-Strasse 6, 80807 Munich, Germany ("Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party"). The Parties hereto agree as follows:

1. **ASSIGNMENT.** Subject to the following, Assignor hereby assigns to Assignee all of Assignor's rights, title, and interest (including the right to recover for unsettled past, present and future infringement) in, to, and under the patents and patent applications set forth on <u>Exhibit A</u> hereto (the "Patents") to the full extent of its ownership or interest therein. Assignee acknowledges and agrees that Assignee's rights, title and interest to the Patents are subject to any patent license agreements, patent settlement agreements or other agreements relating to the Patents entered into prior to the Effective Date, and that Assignor reserves a right and license under the Patents (together with all reissues, results of reexamination, extensions, divisions, continuations, continuations in part and foreign counterparts that claim priority to any of the Patents, whether filed or prosecuted by Assignee or any successor-in-interest thereto) to the extent, if any, necessary to effectuate its obligations as licensor under any such agreements.

2. **COOPERATION.** The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as <u>Exhibit B</u>. Assignor shall take any reasonable actions, and will execute, deliver, and file such documents and instruments, in each case at Assignee's expense, as required in order to effectuate the assignment of the Patents as set forth in this Agreement.

3. **PAYMENT.** In consideration for the assignment of the Patents hereunder and other rights and benefits set forth herein and as full payment for the assignment of the Patents hereunder, Assignee shall pay to Assignor Ten Thousand Dollars (USD \$10,000.00).

LIMITATION OF LIABILITY. The parties acknowledge that the Patents are being assigned "AS IS" without 4. representations or warranties of any kind. Assignor does not represent or warrant that the use of any technologies claimed by the Patents will be free from infringement of any other patent or intellectual property rights. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, ENFORCEABILITY, CLAIM CONSTRUCTION. NON-INFRINGEMENT, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE. COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITATION OF LIABILITY OR LIMITED REMEDY, IN NO EVENT WILL ASSIGNOR BE LIABLE FOR ANY CONSEQUENTIAL. INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS, EVEN IF ASSIGNOR IS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. The Parties acknowledge that the limitation of liability set forth in this Section 4 and the allocation of risk that it implements is an essential element of the bargain agreed to by the Parties. without which the Parties would not have entered into this Agreement.

### 5. GENERAL.

5.1 **Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware and/or U.S. federal law, if applicable, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware and/or U.S. federal law, if applicable, to the rights and duties of the parties.

5.2 Attorneys' Fees. If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' fees.

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PATENT REEL: 038914 FRAME: 0994

#### CONFIDENTIAL

5.3 No Waiver. No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive, or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair, or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

5.4 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5.5 Entire Agreement. This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or comemporaneous agreements, negotiations, or understandings, whether oral or written, relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by duly authorized signatories of both parties.

5.6 Miscellaneous. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of one another, and shall not have the power to bind or obligate one another except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives,

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ASSIGNOR:

Ву:	Remell W. Burne f.						
Name:	Russell W. Binns, Jr.						
Title:	Chief Executive Officer						
Address.	100 Overlook Center, Suite 2051 Princeton, NJ 08540						
ASSIGNEE	1						
OSRAM ( By:	S.B. i.V. Anold						
Name	unin from Dr. Bastian Arnold						
Title: (	EULIGATIEN Senios Legal Counsel						
	Marcel-Brewes-Str. 6 15745 Gentling 80807 MUNICH						
	GERNAN						

THOROUGHBRED, SERIES 71 OF ALLIED SECURITY TRUST I

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# Exhibit A SCHEDULE A

Patent/Pub. No.	Appl. No.	Status	Patent Title
US8769044	US13/340693	Patent	Controlling, filtering, and monitoring of mobile device access to the internet, data, voice, and applications
U\$8601084	US13/492613	Patent	Controlling, filtering, and monitoring of mobile device access to the internet, data, voice, and applications
US8005913	US12/574638	Patent	Controlling, filtering, and monitoring of mobile device access to the internet, data, voice, and applications
US20140287720	US14/296464	Publication	CONTROLLING, FILTERING, AND MONITORING OF MOBILE DEVICE ACCESS TO THE INTERNET, DATA, VOICE, AND APPLICATIONS
US20120102544	US13/340692	Abandoned	CONTROLLING, FILTERING, AND MONITORING OF MOBILE DEVICE ACCESS TO THE INTERNET, DATA, VOICE, AND APPLICATIONS
US20120071132	US13/215128	Abandoned	CONTROLLING, FILTERING, AND MONITORING OF MOBILE DEVICE ACCESS TO THE INTERNET, DATA, VOICE, AND APPLICATIONS
<b>**</b>	US11/336297	Abandoned	Controlling, filtering, and monitoring of mobile device access to the internet, data, voice, and applications
	US60/646173	Expired	Controlling, filtering, and monitoring of mobile phone access to the internet

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#### EXHIBIT B

## Confirmatory Patent Assignment Form

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

WHEREAS, Thoroughbred, Series 71 of Allied Security Trust I, a Delaware limited liability company, with an address at 555 California St, 12th Floor, San Francisco, California, 94104, U.S.A., Attention: Jake Handy, Fenwick & West LLP ("ASSIGNOR") owns certain patents and/or patent applications, as set forth in <u>Attachment 1</u> attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, OSRAM GmbH, a German Corporation, having a place of business at Marcel-Breuer-Strasse 6, 80807 Munich, Germany ("ASSIGNEE"), desires to acquire ASSIGNOR's rights, title and interest in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Patent Assignment Agreement, dated August 24, 2015, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE, subject to any rights granted;

Now, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby assigns to ASSIGNEE its entire rights, title and interest in and to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 24 day of August, 2015.

By: Name: Russell W. Binns, Jr Title: Chief Executive Officer STATE OF ) SS. COUNTY OF

On August <u>U</u>, 2015, before me, the undersigned notary public in and for said County and State, personally appeared <u>Russell W. Binns, Jr.</u>

personally known to me [or]

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies) and that, by his signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

My commission expires on Atturney the Winn Atturney of Lunn State of New Terse

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PATENT REEL: 038914 FRAME: 0997

# ATTACHMENT 1

PATENTS

Patent/Pub. No.	Appl. No.	Status	Patent Title
US8769044	US13/340693	Patent	Controlling, filtering, and monitoring of mobile device access to the internet, data, voice, and applications
US8601084	US13/492613	Patent	Controlling, filtering, and monitoring of mobile device access to the internet, data, voice, and applications
US8005913	US12/574638	Patent	Controlling, filtering, and monitoring of mobile device access to the internet, data, voice, and applications
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	US60/646173	Expired	Controlling, filtering, and monitoring of mobile phone access to the internet

**RECORDED: 06/15/2016**