

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4028030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AVVASI INC.	08/19/2016

RECEIVING PARTY DATA

Name:	NETSCOUT SYSTEMS TEXAS, LLC
Street Address:	310 LITTLETON ROAD
City:	WESTFORD
State/Country:	MASSACHUSETTS
Postal Code:	01886

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	8719437
Patent Number:	8599684
Patent Number:	9178633
Patent Number:	9032427
Application Number:	13231497
Patent Number:	9191284
Patent Number:	9037743
Patent Number:	9042449
Patent Number:	9118738
Application Number:	13631366
Application Number:	13724523
Application Number:	13852927
Application Number:	14029363
Application Number:	14066306
Application Number:	14328279
Application Number:	14453378
Application Number:	14474456
Application Number:	14508345
Application Number:	14531391
Application Number:	14621676

PATENT

Property Type	Number
Application Number:	14672489
Application Number:	62295193

CORRESPONDENCE DATA

Fax Number: (888)325-9478

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: 203-353-6881

Email: patent@lockelord.com

Correspondent Name: LOCKE LORD LLP

Address Line 1: P.O. BOX 55874

Address Line 2: PATENT DEPARTMENT

Address Line 4: BOSTON, MASSACHUSETTS 02205

ATTORNEY DOCKET NUMBER:	1510796.00001
NAME OF SUBMITTER:	CHRISTOPHER J. CAPELLI
SIGNATURE:	/Christopher J. Capelli/
DATE SIGNED:	08/29/2016

Total Attachments: 11

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT**, effective as of August 19, 2016 (the “**Effective Date**”), is made between **Avvasi Inc.**, a corporation incorporated under the *Business Corporations Act* (Ontario) (the “**Assignor**”) and **NetScout Systems Texas, LLC**, a Delaware corporation (“**Assignee**”).

WHEREAS, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to any Letters Patent(s) (the “patent(s)”) and any Patent application(s) (the “application(s)”) set forth in Schedule A and attached hereto (the “**Patent Assets**”), as well as any invention(s) (the “invention(s)”) disclosed in the application(s) and the patent(s);

WHEREAS, the Assignor and Assignee are parties to an Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), pursuant to which the Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, certain assets, including, without limitation, the Patent Assets; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor and Assignee have agreed to enter into this Patent Assignment Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the parties hereto agree as follows:

I. Conveyance. The Assignor has sold, assigned, transferred, conveyed, delivered, and set over, and by these presents does hereby sell, assign, transfer, convey, deliver, and set over, to Assignee, its successors, legal representatives, and assigns the entire right, title and interest in, to and under

- (i) the invention(s) disclosed in each of the application(s) and the patent(s) identified in the Patent Assets;
- (ii) the application(s) and the patent(s) identified in the Patent Assets;
- (iii) the right to file application(s) for patent of the United States or other countries on the invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

- (iv) any application(s) for patent of the United States or other countries claiming the invention(s);
- (v) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, an application(s) for patent identified in the Patent Assets or any application(s) for patent claiming the invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (vi) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements, misappropriations or unauthorized uses of any application for patent identified in the preceding paragraphs (ii)-(v) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (vii) any patent(s) of the United States or other countries that may be granted for or on any application(s) for patent identified in the preceding paragraphs (ii)-(v), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

2. Recordation and Issuance. The Assignor hereby requests the Commissioner for Patents of the United States Patent and Trademark Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to issue the patents to the Assignee as the assignee and owner of the Patent Assets for the sole use and enjoyment of the Assignee, its successors, legal representatives, and assigns. The Assignor hereby authorizes and requests the officials of all countries in which any domestic or foreign patent application that claims priority to, and/or the benefit of, any of the Patent Assets, to recognize the Assignee as the exclusive owner in right, title and interest in and to such domestic or foreign patent application, and to issue or grant such domestic or foreign patent applications for the sole use and enjoyment of Assignee, its successors, legal representatives, and assigns.

3. Information and Assistance. The Assignor hereby agrees to not execute any writing or do any act which would conflict with this Patent Assignment Agreement, and that the Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, do additional acts as the Assignee, its successors, legal representatives, and assigns may deem necessary or desirable to inure to the benefit of the Assignee, its successors, legal representatives, and assigns, with respect to the Patent Assets and the rights conveyed under this Patent Assignment Agreement, said additional acts including but not limited to (i) executing additional assignments and other writings to perfect the Assignee's rights granted hereunder to the Patent Assets, (ii) giving testimony in any proceedings or transactions involving any of the Patent Assets, and (iii) providing preliminary statements and affidavits for procuring, maintaining, or enforcing any of the Patent Assets.

4. Successors and Assigns. This Patent Assignment Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Patent Assignment Agreement may be executed in two or more consecutive counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile or otherwise) to the other parties.

6. Section Headings. The section headings contained in this Patent Assignment Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Patent Assignment Agreement.

7. Purchase Agreement Controls. This Patent Assignment Agreement is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and Assignee with respect to the Patent Assets. Nothing contained in this Patent Assignment Agreement shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Patent Assignment Agreement is inconsistent with or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

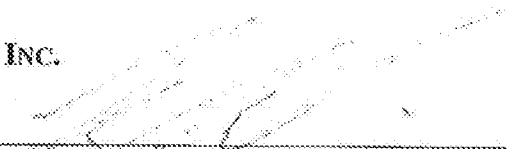
8. Governing Law. This Patent Assignment Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Patent Assignment Agreement or the negotiation, execution or performance of this Patent Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of laws that might otherwise govern under applicable principles of conflicts of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

AVVASI INC.

By: 
Name:
Title: President
Date: August 19, 2016

Acknowledged and Accepted:

ASSIGNEE:

NETSCOUT SYSTEMS TEXAS, LLC

By:
Name: Michael Szabados
Title: President
Date: August , 2016

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

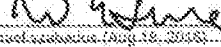
AVVASI INC.

By: _____
Name: _____
Title: _____
Date: August ____, 2016

Acknowledged and Accepted:

ASSIGNEE:

NETSCOUT SYSTEMS TEXAS, LLC

By:  _____
Name: Michael Szabados
Title: President
Date: August 19, 2016

NOTARIAL CERTIFICATE

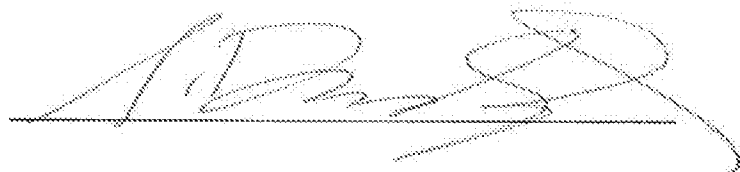
Canada)
) To all whom these Presents
Province of Ontario)
) may come, be seen or known
)
To Wit:)

I, Duncan Snyder, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Kitchener, in said Province, **Do Certify and Attest that:**

Mate Pugin is personally known to me and he did sign the foregoing Patent Assignment Agreement in my presence;

the said Mate Pugin is the President of Avvus, Inc.
_____ and is duly authorized to execute the attached Patent Assignment Agreement on behalf of Avvus, Inc.; and

In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at the City of Kitchener, in the Province of Ontario, this 19 day of August, 2016.



Notary Public in and for the Province of Ontario

SCHEDULE A TO PATENT ASSIGNMENT AGREEMENT

Filing Date	Country	Serial Number	Publication Number	Title
8/13/2009	US	12/540,733	8,719,437	ENABLING STREAMING TO A MEDIA PLAYER WITHOUT NATIVE STREAMING SUPPORT
3/22/2011	US	13/053,565	8,599,684	CONGESTION ESTIMATION
3/22/2011	US	13/053,650	9,178,633	DELIVERY QUALITY OF EXPERIENCE (QOE) IN A COMPUTER NETWORK
7/27/2011	US	13/191,629	9,032,427	SYSTEM FOR MONITORING A VIDEO NETWORK AND METHODS FOR USE THEREWITH
9/13/2011	US	13/231,497	20120110167	DEVICE WITH VIDEO BUFFER MODELING AND METHODS FOR USE THEREWITH
10/28/2011	US	13/283,898	9,191,284	METHODS AND APPARATUS FOR PROVIDING A MEDIA STREAM QUALITY SIGNAL
5/25/2012	US	13/480,964	9,037,743	METHODS AND APPARATUS FOR PROVIDING A PRESENTATION QUALITY SIGNAL
9/27/2012	US	13/628,591	9,042,449	SYSTEMS AND METHODS FOR DYNAMIC TRANSCODING OF INDEXED MEDIA FILE FORMATS
9/28/2012	US	13/630,326	9,118,738	SYSTEMS AND METHODS FOR CONTROLLING ACCESS TO A MEDIA STREAM
9/28/2012	US	13/631,366	20130086279	SYSTEMS AND METHODS FOR MEDIA SERVICE DELIVERY
12/21/2012	US	13/724,523	20140012981	APPARATUS AND METHODS FOR OPTIMIZING NETWORK

				DATA TRANSMISSION
3/28/2013	US	13/852,927	20130301415	METHODS AND SYSTEMS FOR MANAGING MEDIA TRAFFIC BASED ON NETWORK CONDITIONS
9/17/2013	US	14/029,363	20140082206	METHOD AND APPARATUS FOR MEDIA SESSION IDENTIFICATION, TRACKING, AND ANALYSIS
10/29/2013	US	14/066,306	20140181266	SYSTEM, STREAMING MEDIA OPTIMIZER AND METHODS FOR USE THEREWITH
7/10/2014	US	14/328,279 ¹	20150082345	SYSTEM FOR GENERATING ENHANCED ADVERTISEMENTS AND METHODS FOR USE THEREWITH
8/6/2014	US	14/453,378	20140372591	SYSTEMS FOR MEDIA POLICY DECISION AND CONTROL AND METHODS FOR USE THEREWITH
9/2/2014	US	14/474,456	20150089026	SYSTEMS AND LANGUAGES FOR MEDIA POLICY DECISION AND CONTROL AND METHODS FOR USE THEREWITH
10/7/2014	US	14/508,345	20150026309	SYSTEMS AND METHODS FOR ADAPTIVE STREAMING CONTROL
11/3/2014	US	14/531,391	20150052246	SYSTEMS AND METHODS FOR MODELING QUALITY OF SERVICE FOR STREAMING MEDIA
2/13/2015	US	14/621,676	20150163273	MEDIA BIT RATE ESTIMATION BASED ON SEGMENT PLAYBACK DURATION AND SEGMENT DATA LENGTH
3/30/2015	US	14/672,489	20150222939	SYSTEM FOR MONITORING A VIDEO NETWORK AND

¹ ABANDONED

					METHODS FOR USE THEREWITH
2/15/2016	US	62/295,193	--		AVV028 – ENCRYPTED VIDEO TRAFFIC MEASUREMENT ²
--	US	--	--		AVV029 – PAGE LOAD TIME MEASUREMENT ³

[Acknowledgement and Signature Page Follows]

² **PROVISIONAL FILED**

³ **INTERNAL DRAFT**

Acknowledgement by:

AVVASI INC.

By: 

Name: Mark P. Gm

Title: President

Date: 8/19/2016

NETSCOUT SYSTEMS TEXAS, LLC

By:

Name: Michael Szabados

Title: President

Date: August, 2016

[Acknowledgement and Signature Page to Schedule A to Patent Assignment Agreement]

Acknowledgement by:

AVVASI INC.

By: _____

Name: _____

Title: _____

Date: _____

NETSCOUT SYSTEMS TEXAS, LLC

By: _____

Name: Michael Szabados

(Michael Szabados (Aug 18, 2016))

Title: President

Date: August 19, 2016

[Acknowledgement and Signature Page to Schedule A to Patent Assignment Agreement]

PATENT

REEL: 039565 FRAME: 0690

RECORDED: 08/29/2016