

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4000029

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTEL CORPORATION	06/01/2016
RECEIVING PARTY DATA	
Name:	RAKUTEN, INC.
Street Address:	1-14-1 TAMAGAWA, SETAGAYA-KU,
City:	TOKYO
State/Country:	JAPAN
Postal Code:	158-0094
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7096145
Patent Number:	6917992
Patent Number:	6633178
Patent Number:	6970010
Patent Number:	7761694
CORRESPONDENCE DATA	
Fax Number:	
<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:	571-550-9775
Email:	usptomail@heipatents.com
Correspondent Name:	HUBBS, ENATSKY & INOUE PLLC
Address Line 1:	6647 OSBORN STREET
Address Line 4:	FALLS CHURCH, VIRGINIA 22046
ATTORNEY DOCKET NUMBER:	D-RT-50414(US)
NAME OF SUBMITTER:	DENNIS M. HUBBS
SIGNATURE:	/Dennis M. Hubbs/
DATE SIGNED:	08/10/2016
Total Attachments: 8	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") is made and entered into as of June 1, 2016, ("Effective Date") by and between Rakuten, Inc., a Japanese corporation ("Buyer") and Intel Corporation, a Delaware corporation ("Seller") (Buyer and Seller, each a "Party" and collectively, the "Parties").

WHEREAS, the Parties are parties to a Patent Sale Agreement dated June 1, 2016 (the "PSA"), pursuant to which, among other things, Seller has agreed to transfer to Buyer the Assigned Assets (as defined in Section 4 of this Assignment); and

WHEREAS, in accordance with, and subject to, the terms and conditions of the PSA, the Parties wish to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in the PSA, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

- 1. Assignment. On the terms and subject to the conditions set forth herein and in the PSA, and except for the Seller Retained Rights and subject to the Permitted Encumbrances and to the licenses, releases and other rights granted to or retained by Seller under the PSA, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest, as of the Effective Date, in and to the Assigned Assets.
- 2. Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office, or any foreign equivalent thereto, to record this Assignment. Buyer agrees that it is Buyer's responsibility to record this Assignment.
- 3. Exclusion of Warranties. EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PSA, THE ASSIGNED ASSETS ARE ASSIGNED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.
- 4. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment shall have the meanings ascribed to such terms in the PSA.
- 5. (a) "Assigned Assets" means (i) all of Seller's right, title and interest, as of the Effective Date, in and to the Transferred Patents, and (ii) any right that Seller has to sue for past, present or future infringement of the Transferred Patents and to retain any damages and profits due or accrued for any such past, present or future infringement of the Transferred Patents.
- 6. (b) "Transferred Patents" means the patents and patent applications specifically set forth in Table A. For clarity, "Transferred Patents" do not include any patents or patent applications other than those specifically set forth in Table A, regardless of whether such

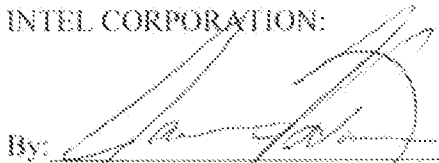
patents or patent applications have similar specifications or similar claims to the patents and patent applications that are set forth in Table A.

7. Entire Agreement. This Assignment, together with the PSA, contains the entire agreement between the Parties with respect to the subject matters hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. In the event of any conflict between this Agreement and the PSA, the terms of the PSA shall govern.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Assignment.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed on its behalf by an officer thereunto duly authorized, all as of the date first written above.

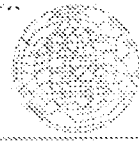
INTEL CORPORATION:

By: 

Name: James Kovacs

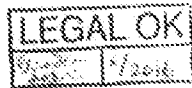
Title: Associate General Counsel,
Director, Patent Licensing Group

RAKUTEN, INC.:

By: 

Name: Hiroshi Mikitani

Title: Chairman, President and CEO



[Signature Page to the Patent Assignment Agreement between Intel Corporation and Rakuten, Inc., dated June 1, 2016]



TABLE A

TRANSFERRED PATENTS

Patent or Patent Application Number	Country
6917992	US
6633178	US
6970010	US
100512243	CN
60238423	DE
1430673	EP
1430673	GB
2003028322*	WO
I230504	TW

* This patent/patent application is inactive.



PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") is made and entered into as of May 25, 2016, ("Effective Date") by and between Rakuten, Inc., a Japanese corporation ("Buyer") and Intel Corporation, a Delaware corporation ("Seller") (Buyer and Seller, each a "Party" and collectively, the "Parties").

WHEREAS, the Parties are parties to a Patent Sale Agreement dated May 25, 2016 (the "PSA"), pursuant to which, among other things, Seller has agreed to transfer to Buyer the Assigned Assets (as defined in Section 4 of this Assignment); and

WHEREAS, in accordance with, and subject to, the terms and conditions of the PSA, the Parties wish to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in the PSA, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. On the terms and subject to the conditions set forth herein and in the PSA, and except for the Seller Retained Rights and subject to the Permitted Encumbrances and to the licenses, releases and other rights granted to or retained by Seller under the PSA, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest, as of the Effective Date, in and to the Assigned Assets.

2. Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office, or any foreign equivalent thereto, to record this Assignment. Buyer agrees that it is Buyer's responsibility to record this Assignment.

3. Exclusion of Warranties. EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PSA, THE ASSIGNED ASSETS ARE ASSIGNED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.

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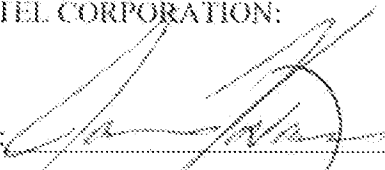
patents or patent applications have similar specifications or similar claims to the patents and patent applications that are set forth in Table A.

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IN WITNESS WHEREOF, each Party has caused this Assignment to be executed on its behalf by an officer thereunto duly authorized, all as of the date first written above.


INTEL CORPORATION:

By:  _____

Name: James Kates _____

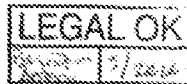
Title: Associate General Counsel,
Director, Patent Licensing Group

RAKUTEN, INC.:

By:  _____

Name: Hiroshi Mikitani _____

Title: Chairman, President and CEO



[Signature Page to the Patent Assignment Agreement between Intel Corporation and Rakuten, Inc., dated May 25, 2016]

TABLE A

TRANSFERRED PATENTS

Patent or Patent Application Number	Country
7096145	US
100432892	CN
2393008	GB
236770	IN
208/MI/MNP/2009	IN
2003060678*	WO
101646*	SG
1281608	TW
7761694	US
101097512	CN
102169427	CN

* This patent/patent application is inactive.

