

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4048396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SONICCLOUD, INC.	08/18/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SONITUM INC.	
<b>Street Address:</b>	750 BATTERY ST	
<b>Internal Address:</b>	7TH FLOOR	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94111	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13837205
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(414)277-0656	
<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>		
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<b>Correspondent Name:</b>	MICHAEL BEST & FRIEDRICH LLP	
<b>Address Line 1:</b>	100 EAST WISCONSIN AVENUE	
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<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202	
<b>ATTORNEY DOCKET NUMBER:</b>	209058-9001-US00	
<b>NAME OF SUBMITTER:</b>	BRIAN R. TUMM	
<b>SIGNATURE:</b>	/brian r. tumm/	
<b>DATE SIGNED:</b>	09/12/2016	
<b>Total Attachments: 18</b>		
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## ASSIGNMENT

WHEREAS, SonicCloud, Inc. ("Assignor") and Sonitum Inc. ("Assignee") (collectively "the Parties") entered into an Asset Assignment Agreement as of November 29, 2015 ("the AAA") that, at Closing (as defined in the AAA), transferred certain rights.

WHEREAS, the Parties want to avoid any ambiguity as to what rights were transferred under the AAA.

WHEREAS, this Assignment is directed to any interests or inventions set forth in the Asset Assignment Agreement that might not have been transferred at the closing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignor confirms its obligation to and does hereby irrevocably sell, assign and convey unto Assignee, a Delaware Corporation having its principal place of business at:

750 Battery St  
7th Floor  
San Francisco, CA 94111,

and its successors and assigns, all of the entire worldwide right, title and interest, free and clear of all liens, encumbrances or other obligations:

(1) in and to the inventions and subject matter described, depicted, claimed, or otherwise disclosed ("the Inventions") in the patent application titled "Dynamic Personalization of a Communication Session in Heterogeneous Environments," for which Assignor filed United States Non-Provisional Patent Application No. 13/837,205 on March 15, 2013 ("the U.S. '205 application");

(2) in and to the U.S. '205 patent application and all other patent applications now or hereafter filed in the United States of America (including, without limitation, any non-provisional, divisional, continuation, continuation-in-part, reexamination, and reissue applications) based upon or otherwise relating to the Inventions or based upon, relating to, or claiming the benefit of or priority to the U.S. '205 application or any other patent application assigned under this Assignment, including all rights of priority based on such applications, and any and all patent or patents granted thereon, to the full end of the term or terms for which said patent or patents may be granted;

(3) in and to all patent applications or other applications of any kind or nature relating to the protection of intellectual and industrial property rights, now or hereafter filed in countries foreign to the United States of America, based upon or otherwise relating to the Inventions or based upon, relating to, or claiming the benefit of or priority to the U.S. '205 application or any

other patent application assigned under this Assignment (Assignor agrees that any such patent applications may be filed in the name of Assignee), including all rights of priority based on such applications, and any and all patents granted thereon, to the full end of the terms for which said patents may be granted;

(4) in and to all patent applications or other applications of any kind or nature relating to the protection of intellectual and industrial property rights now or hereafter filed under the Paris Convention for the Protection Of Industrial Property, the Patent Cooperation Treaty, and all other international conventions, agreements, treaties or laws relating to the protection of intellectual and industrial property based upon or otherwise relating to the Inventions or based upon, relating to, or claiming the benefit of priority to the U.S. '205 application or any other patent application assigned under this Assignment (and Assignor agrees that any such patent applications may be filed in the name of Assignee), including all rights of priority based on such applications, and any and all patents granted thereon, to the full end of the terms for which said patents may be granted;

(5) in and to all rights of any kind whatsoever of Assignor accruing before, on, or after the dates of execution below under any of the foregoing provisions provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(6) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(7) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the dates of execution below, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

The patents, patent applications, and any other applications of any kind or nature relating to the protection of intellectual and industrial property rights assigned under this Assignment are to be held and enjoyed by Assignee for its own use and benefit and for its successors, assigns and legal representatives to the full end of the terms for which the assigned patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment not been made, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past and future infringement and to receive all damages, payments, costs, and fees associated therewith. Assignor hereby acknowledges and agrees that this assignment of all of Assignor's entire right,

title and interest in and to the assigned Inventions, patents, patent applications, and any other applications of any kind or nature relating to the protection of intellectual and industrial property rights carries with it the right for Assignee to choose its own attorneys and agents in all countries throughout the world to prepare, file, and prosecute all patent applications assigned under this Assignment and to procure the grant of, maintain, and enforce all assigned patents and other rights under this Assignment.

Assignor hereby agrees, at Assignee's expense, that Assignor will, upon demand of Assignee, its successors, assigns, or legal representatives, and without further consideration to Assignor, to: (i) execute any and all papers and do all other lawful acts that may be deemed necessary by Assignee, its successors, assigns, or legal representatives, to fulfill the intent and purposes of this Assignment in any country throughout the world, including, without limitation, the execution of any further assignments, other documents, and any and all provisional, non-provisional, substitution, continuation, divisional, reissue, reexamination, extensions, or corresponding United States, foreign or international patent applications, and (ii) provide documents, statements or testimony and do all other lawful acts that may be deemed necessary by Assignee, its successors, assigns or legal representatives in any interference, litigation, or other legal, administrative or governmental proceeding to enforce or otherwise protect the intellectual and industrial property rights assigned under this Assignment in any country throughout the world in which the assigned Inventions, patents and patent applications may be involved.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the appropriate official of any foreign patent or intellectual property office to issue all patents as shall be granted upon the assigned patent applications to Assignee, its successors, assigns, or legal representatives.

This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignee and the Assignor have hereunto set their hands as of the dates written below.

Assignor: SonicCloud, Inc.

Date: 8/18/2016

By: [Signature]  
Name: Jon Lederman

State of NY )  
County of Burlington ss Ht Laurel

I do hereby certify that Sachin Khanna, personally known to me to be the same person who signed the foregoing instrument, appeared before me this day and acknowledged that said instrument was signed and delivered as the free and voluntary act of Sachin Khanna, for the uses and purposes therein set forth.

Given under my hand and seal, this 18<sup>th</sup> day of August 2016  
[Signature]  
Cecily Ward  
Notary Public for New Jersey  
My Commission Expires January 2, 2019

Assignee: Sonitum Inc.

Date: 8/18/2016

By: [Signature]  
Name: Sachin Khanna

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

I do hereby certify that Sachin Khanna, personally known to me to be the same person who signed the foregoing instrument, appeared before me this day and acknowledged that said instrument was signed and delivered as the free and voluntary act of Sachin Khanna, for the uses and purposes therein set forth.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Assignor: SonicCloud, Inc.

Date: 8/18/2016

[Signature]  
Lawrence Guterman

State of see CA attachment 7/10 )  
County of \_\_\_\_\_ ) ss

I do hereby certify that Lawrence Guterman, personally known to me to be the same person who signed the foregoing instrument, appeared before me this day and acknowledged that said instrument was signed and delivered as the free and voluntary act of Lawrence Guterman, for the uses and purposes therein set forth.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

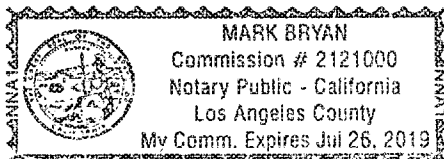
On August 18, 2016 before me, Mark Bryan, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Lawrence Guterman  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Assignment Document Date: 8/18/2016  
Number of Pages: 4 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## ASSET ASSIGNMENT AGREEMENT

November 27

This Asset Assignment Agreement (the "Agreement") is entered as of [ ], 2015 by and among Sonitum Inc., a Delaware corporation (the "Company"), SonicCloud, Inc., a Delaware corporation (the "Assignor").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Contribution. At the Closing (as defined below), Assignor hereby assigns, transfers and conveys to the Company exclusively throughout the world (and free and clear of all encumbrances) all rights, title and interest in and to the Assets. The "Assets" shall mean: (i) the subject matter referred to in Exhibit 1, (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof, (iii) all copyrights, patent rights, trade secret rights, trademark rights, domain name rights, mask works rights, *sui generis* database rights, moral rights and other intellectual property rights, and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or relevant to any of the foregoing, and (iv) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future use or violation or infringement of any of the foregoing.

2. Consideration. The Company shall (i) pay to Assignor



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[REDACTED]

3. Closing Conditions. At the closing of the assignment provided for in this Agreement, to be specified by the parties after the satisfaction or waiver of each of the conditions set forth in this Section 3 (the "Closing"):

(a) Consideration. The Company shall pay the Cash Consideration

(b) Stock Purchase Agreement. [REDACTED]

(c) Stock Restriction Agreement. The Assignor and the stockholders

(d) Representations and Warranties True and Complete. All representations and warranties of the Assignor and the Company in this Agreement shall have been true and complete in all respects when made, and shall be true and complete in all respects on and as of the Closing.

(e) Compliance with Obligations. As of the Closing, each party shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions that such party is required by the Transaction Documents to perform, comply with, or satisfy, before or at the Closing.

(f) Corporate Approvals of Assignor. The execution, delivery and performance of this Agreement, the other Transaction Documents and the consummation of the transactions contemplated hereby shall have been duly authorized by all necessary corporate action by Assignor's board of directors and the Requisite Stockholders, and the Company shall have received copies of all resolutions of Assignor's board of directors and the Assignor's stockholder pertaining to that authorization.

(g) Good Standing Certificates. Assignor shall have delivered to the

At the request of the Company, Assignor will use its reasonable best efforts following the Closing to assist the Company in the completion of any conditions set forth in this Section 3 which are waived by the Company in connection with the Closing.



No party to this Agreement may rely on the failure of any condition set forth above to be satisfied if such failure was caused by such party's failure to comply with or perform any of its covenants or obligations set forth in this Agreement.

4. Technology Transfer. Assignor will, at the Company's request from time to time, promptly deliver the requested Assets (which delivery will be accomplished by electronic transmission to the extent possible, unless otherwise requested by the Company); until delivery Assignor will be holding all such Assets as a fiduciary for and on behalf of the Company.

5. Further Assurances. Assignor shall assist the Company in every proper way to evidence, record and perfect the foregoing assignment (including without limitation promptly performing all acts necessary to effect the re-registration of www.soniccloud.com and to perfect, obtain, maintain, enforce, and defend any rights assigned). Assignor hereby irrevocably designates and appoints the Company as its agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Assignor's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent Assignor or anyone else retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to, and provides and will provide all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, the Company; Assignor represents, warrants and agrees that no Moral Rights will be asserted with respect thereto. Further, Assignor agrees, upon the reasonable request of Company, to do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Company in obtaining, perfecting, sustaining, and/or enforcing the Schedule A Assets. Such assistance may also include providing prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and to cooperate in the prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to Schedule A Assets. Assignor's agreement to render any of the foregoing assistance is subject to Company's payment of all reasonable out-of-pocket expenses of Assignor incurred in connection therewith.

6. Assumption of Liabilities. Except as expressly stated in this Agreement,

[REDACTED]

7. Confidential Information. Assignor will not use or disclose anything



assigned to the Company hereunder or any other technical or business information or plans of the Company (or the terms or existence of this Agreement) except to the extent Assignor can document that such information is generally available (through no fault of Assignor) for use and disclosure by the public without any charge, license or restriction. Assignor recognizes and agrees that there is no adequate remedy at law for its breach of this Agreement, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

8. Representations, Warranties and Covenants of Assignor. Assignor represents and warrants that on and as of the Closing: (a) Assignor is the sole owner of the Assets and of all rights, title and interest in the Assets and the Assets were created for its account (solely by its employees and contractors) and not with (or in the course of work for) anyone else and not as a work-made-for-hire for a third party; [REDACTED]

[REDACTED] Assignor has the right to make the Section 1 assignment and to otherwise enter and perform this Agreement, has received all necessary authorizations (including, without limitation, any necessary approvals of its board, members, stockholders and creditors), and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and to otherwise fully perform this Agreement, including without limitation, assignments of all right, title and interest with respect to any and all Assets from all its employees and other persons who may have in any way created or contributed to the Assets); (d) Assignor has not previously transferred or licensed or given any right with respect to anything purportedly assigned hereunder (except as expressly stated herein); (e) the Assets will be assigned and delivered free and clear of all liens and encumbrances (except as expressly stated herein); (f) the Assigned Agreements (as defined in Exhibit 1) are in full force and effect, are not being breached, and there is no basis (or purported basis) for any termination or loss or change in rights or obligations thereunder (either with or without the passage of time or the giving of notice) and there is no reason to expect any assertion to the contrary; (g) [reserved]; (h) Assignor is not aware of any claim (or any basis or purported basis for a claim) by any third party relating in any way to any of the Assets and has no reason to expect that any such claim may be forthcoming; (i) Assignor shall not register, attempt to register, obtain, or use any domain name, trade mark, service mark or trade name similar to the Domain Name anywhere in the world; (j) to Assignor's knowledge, Assignor shall not take any action to prevent or otherwise interfere with the Company's or its licensees' or successors' use of the Domain Name or any similar mark or name; (k) to Assignor's knowledge, neither this Agreement nor the execution or performance thereof will in any way violate or breach (or cause the violation or breach of) any contractual or other right of any third party or any obligation of the Company or any affiliate; (l) to Assignor's knowledge, [REDACTED]

[REDACTED] (p) Assignor has complied with all applicable laws, regulations and its respective internal privacy policies relating to the use, collection, storage, disclosure and transfer of any [REDACTED]



The representations of the Company in Section 3(c) of the Stock Purchase Agreement are hereby incorporated into this Agreement by reference.

10. Non-Competition. [REDACTED]

## 11. Indemnification.

11.1 Survival of Representations and Warranties. The representations and warranties of Assignor contained in this Agreement shall survive the Closing. Neither the period of survival nor the liability

of the Assignor with respect to the Assignor's representations and warranties shall be affected by any investigation made at any time (whether before or after the Closing Date) by or on behalf of a party or by any actual, implied or constructive knowledge or notice of any facts or circumstances that such party may have as a result of any such investigation or otherwise. If a Claim Notice (as defined below) has been given by an Indemnified Party (as defined below) to an Indemnifying Party (as defined below) or the Representative, as applicable, then the relevant representations and warranties affected by such Claim Notice shall survive as to such claim until such claim has been finally resolved.

## 11.2 Indemnification.

(a) Indemnification. Subject to the limitations set forth in this Section 11, the Company and its affiliates, officers, directors, stockholders, successors and assigns (collectively, the "Company Indemnified Parties") shall be indemnified and held harmless by Assignor for any and all liabilities, losses, damages of any kind, claims, costs, expenses, fines, fees, deficiencies, interest, awards, judgments, amounts paid in settlement and penalties (including, without limitation, reasonable attorneys', consultants' and experts' fees and expenses and other costs of defending, investigating or settling claims) incurred or paid by them (including, without limitation, in connection with any action brought or otherwise initiated by any of them) (collectively, "Losses") arising from:

(i) [REDACTED]

(ii) [REDACTED]

(b) Subject to the limitations set forth in this Section 11, Assignor and its affiliates, officers, directors, stockholders, successors and assigns (collectively, the "Assignor Indemnified Parties") shall be indemnified and held harmless by the Company for any and all liabilities, losses, damages of any kind, claims, costs, expenses, fines, fees, deficiencies, interest, awards, judgments, amounts paid in settlement and penalties (including, without limitation, reasonable attorneys', consultants' and experts' fees and expenses and other costs of defending, investigating or settling claims) incurred or paid by them (including, without limitation, in connection with any action brought or otherwise initiated by any of them) (collectively, "Losses") arising from:

(i) [REDACTED]

(ii) [REDACTED]

(c) Limitations on Indemnity Obligations. Except as provided in Section 11.5, in the event that a Company Indemnified Party suffers Losses as provided in this Section 11, [REDACTED]



[REDACTED]

### 11.3 Indemnification Procedures.

(a) Generally. For purposes of this Agreement, a party from whom indemnification is sought under this Agreement is referred to as the "Indemnifying Party", and a party which seeks indemnity under this Agreement is referred to as an "Indemnified Party".

(b) Claim Notice Procedure. In order to be entitled to receive any payment that an Indemnified Party is entitled to receive hereunder (an "Indemnity Payment"), the Indemnified Party shall give the Indemnifying Party a notice (a "Claim Notice") describing in reasonable detail the facts giving rise to claim for indemnification (such as the identity of the parties and the general nature of the claim) to the extent reasonably practicable and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of Losses incurred or reasonably expected to be incurred, and a reference to the provision of this Agreement upon which such matter is based; provided, however, that (i) a Claim Notice in respect of any action at law or suit in equity by or against a third person as to which an Indemnity Payment will be sought shall be given promptly after the action or suit is commenced; and (ii) failure to give such notice shall not limit the Indemnified Party's entitlement to an Indemnity Payment hereunder except to the extent the Indemnifying Party shall have been materially prejudiced by such failure.

(c) Contested Claims. After the giving of any Claim Notice,

[REDACTED]



(d) Other.

(i) Notwithstanding anything to the contrary in this

[REDACTED]

(ii) In no event shall any Indemnifying Party be liable to

[REDACTED]

(iii) Each Indemnified Party shall take, and cause

[REDACTED]

Third Party Claims.

11.4

(a) In the event the Indemnified Party becomes aware of a third-party claim (a "Third-Party Claim") that, in the judgment of the Indemnified Party, may result in the incurrence by an Indemnified Party of Losses for which such Indemnified Party would be entitled to indemnification pursuant to this Agreement, the Indemnified Party shall deliver to the Indemnifying Party a Claim Notice describing in reasonable detail such Third-Party Claim; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party of any liability or obligations hereunder, except to the extent that the Indemnifying Party has been materially prejudiced thereby, and then only to such extent.

(b) The Indemnified Party shall have the right to conduct the defense of and to settle or resolve any such claim (and the costs and expenses incurred by the Indemnified Party in connection with such defense, settlement or resolution (including attorneys' fees, other professionals' and experts' fees and court or arbitration costs) shall be included in the Losses for which the Indemnified Party may seek indemnification pursuant to a claim made hereunder); provided, (i) the Indemnifying Party may participate therein at its own expense and (ii) no settlement of any such Third Party Claim by the Indemnified Party shall be conclusively determinative of the amount of, or existence of, any Losses relating to such matter (unless specified to the contrary in such settlement)). The Indemnifying Party will keep the Indemnified Party reasonably advised of the status of such suit or proceeding and the defense thereof and will consider in good faith recommendations made by the Indemnifying Party with respect thereto. The Indemnifying Party will furnish the Indemnified Party with such information as it may have with respect to such suit or proceeding (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice,





billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist the Indemnified Party in the defense of such suit or proceeding.

(c) The Indemnifying Party will not agree to any settlement of, or the entry of any judgment arising from, any such suit or proceeding without the prior written consent of the Indemnified Party, which will not be unreasonably withheld, delayed or conditioned; provided, however, that the consent of the Indemnified Party will not be required if the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or judgment and such settlement or judgment includes a full, complete and unconditional release of the Indemnified Party from further liability with respect to such claim. The Indemnified Party may agree to a settlement of, or the entry of any judgment arising from, any such suit or proceeding without the prior written consent of the Indemnifying Party.

#### 11.5 Exclusive Remedy.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

12. Miscellaneous. Assignor is fully and solely responsible for any income, sales, use, value-added or other taxes in connection with this Agreement. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware without regard to conflicts of law provisions thereof. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Assignor may not assign this Agreement or any of its rights or obligations hereunder without the written consent of the Company and any attempt to do so shall be void. The Company may assign this Agreement in whole or in part to a successor to substantially all its business or assets relating to the subject matter of this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

13. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given upon the earlier to occur of actual receipt or: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; or if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses set forth in this Section 13 (or at such other addresses as shall be specified by notice given in accordance





with this Section 13).

(a) if to Company, to:

Sonitum Inc.  
750 Battery Street, 7th Floor  
San Francisco, California 94111  
Attention: Chief Executive Officer  
Email: sachin73.khanna@gmail.com

(b) if to Assignor, to:

SonicCloud, Inc.  
c/o Lawrence Guterman  
4171 Mary Ellen Ave.,  
Studio City, CA 91604  
Attention: Lawrence Guterman  
Email: larry@soniccloud.com,  
larrygute@gmail.com, jon@soniccloud.com

14. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the parties have executed this Agreement on the  
Closing.

**Company**

Sonitum Inc.

By: 

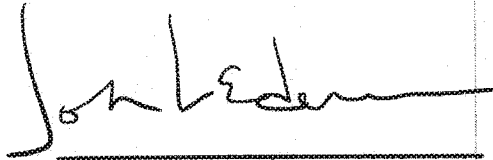
Name: Sachin Khanna

**Assignor**

SonicCloud, Inc.

By: 

Name: Lawrence Buterman

  
Jon Lederman



### EXHIBIT 1

All technology, know-how, information, rights, intellectual property and assets relevant to Assignor's (or its affiliates') business or activity relating to Assignor, including, without limitation:

- The patents and patent applications listed on Schedule A and all inventions described therein, as well as all continuations, continuations in part, divisionals, reexaminations, reissues and provisionals, of such patents and patent applications and/or other child patents or patent applications, and all foreign counterparts to such patent or patent applications now existing or that may exist in the future, and any patents issuing with respect to any of the foregoing.
- The name "SonicCloud," the internet domain "www.soniccloud.com", the internet domain and the relevant registry entity ("Registry") registration thereto and any and all related or similar domain names, trade names, trademarks, service marks, and other related rights, along with all associated applications, registrations and goodwill (collectively, the "Domain Name"), as well as (a) websites associated with any portion of the Domain Name and all past and current works of authorship (and other content) that has been on such websites and (b) all software and code (in source, executable and other forms) associated with any of the aforementioned websites, content and/or Domain Names.
- Twitter, Facebook and other social media accounts (logins/passwords) along with associated fans/followers as related to the SonicCloud business
- All existing software and tools and documentation and work in progress, including, without limitation, code, system architecture, component design, limitations/bugs, installation instructions, etc. This shall include, but not be limited to:
- Press contacts of reporters and bloggers who have published articles about SonicCloud.



SCHEDULE A

Patents

Filing Number	Patent Description	Date Filed	Additional Status
3896-1001	Dynamic personalization of a Communications Session in Heterogeneous Environments	March 15, 2013	First-to-Invent
3896-1011	Topographical Mapping of Control Parameters	March 15, 2013	First-to-Invent
3896-1004	Universal Personalized Media	March 15, 2013	First-to-Invent
	Speaker Dependent Processing in a multi-party environment	To Be Filed	
	Cloud-based bandwidth extension of speech signals	To Be Filed	
	Real-time measurement of frequency response	To Be Filed	
	Sound Profile obtained by device Near Field Communications	To Be Filed	
	Personalized Codes for various auditory processing abilities	To Be Filed	

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