

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4099312

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	VIRTUALLY LIVE LIMITED	07/29/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VIRTUALLY LIVE (SWITZERLAND) GMBH	
<b>Street Address:</b>	FRAUMUNSTERSTRASSE 16	
<b>City:</b>	ZURICH	
<b>State/Country:</b>	SWITZERLAND	
<b>Postal Code:</b>	8001	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	12921052	
<b>Application Number:</b>	13362621	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)474-6300	
<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>		
<b>Phone:</b>	3124746300	
<b>Email:</b>	docket@marshallip.com	
<b>Correspondent Name:</b>	MARSHALL, GERSTEIN & BORUN LLP	
<b>Address Line 1:</b>	233 SOUTH WACKER DRIVE	
<b>Address Line 2:</b>	SUITE 6300	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606	
<b>ATTORNEY DOCKET NUMBER:</b>	06007/50792	
<b>NAME OF SUBMITTER:</b>	NICK FAIRMAN	
<b>SIGNATURE:</b>	/Nick Fairman/	
<b>DATE SIGNED:</b>	10/17/2016	
<b>Total Attachments: 8</b>		
source=Assignment_Agreement#page1.tif		
source=Assignment_Agreement#page2.tif		
source=Assignment_Agreement#page3.tif		
source=Assignment_Agreement#page4.tif		

source=Assignment\_Agreement#page5.tif

source=Assignment\_Agreement#page6.tif

source=Assignment\_Agreement#page7.tif

source=Assignment\_Agreement#page8.tif

**PATENT**

**REEL: 040029 FRAME: 0845**

**Intellectual Property Assignment Agreement**

dated as of July 29, 2016

by and between

**Virtually Live Limited,**  
Akara Building 24 De Castro St, Wickhams Cay 1, PO Box  
3136, Road Town, Tortola, British Virgin Islands (hereinafter **Assignor**)

and

**Virtually Live (Switzerland) GmbH,**  
Fraumünsterstrasse 16, 8001 Zurich, Switzerland (hereinafter the **Assignee**)

(Assignor and Assignee each a **Party**, together the **Parties**)

This intellectual property assignment agreement (the **Agreement**) is made as of July 29, 2016 (the **Effective Date**) by and between Assignor and Assignee.

**Whereas**

- (A) The Assignor owns certain patents, trademarks, copyrights (in particular relating to software) as well as other intellectual property rights.
- (B) The Assignor desires to sell and assign all of the Assignor's rights, title and interest in and to all of its patents, trademarks, copyrights (in particular relating to software) as well as other intellectual property rights as further specified hereinafter, and the Assignee desires to assume and accept the assignment of all such rights.
- (C) Therefore, the Parties have agreed to enter into this Agreement.

**Now, therefore**, the Parties hereto agree as follows:

**1. Assignment**





Assignor shall assign, convey and transfer and herewith irrevocably assigns, conveys and transfers to Assignee, for consideration by way of a contribution in kind, all its entire and worldwide rights, title, priority claims and interest in, to and deriving from all of its patent rights, copyrights (in particular relating to software), know how (in particular trade and manufacturing secrets), trademarks, trade names, firm names and any other intellectual property, whether registered or not, (collectively with any applications thereof, the **Intellectual Property Rights**), and Assignee hereby assumes and accepts all assignments under this Agreement.

In particular, Assignor herewith assigns, conveys and transfers to Assignee all its rights, title and interest in, to and deriving from the following patent rights as well as any predecessor or successor applications to any of the foregoing, and the technology described therein:

Territory	Application Number	Publication Number
Europe	EP08155517.9	EP2106830
Australia	2009220952.00	AU 2009220952
Brazil	PI 0909646-9	BRPI0909646
Canada	2717491	CA2717491

China	200980108152.0	CN101960820
PCT	PCT/GB2009/050222	WO2009109784
Russia	2010140113	RU2497566
Singapore	201006225-5	164183
South Africa	2010/07154	2010/07154
UK	GB0804274.9	N/A
USA	12/921052	US 8128469
USA	13/362621	US 2013/0029735

In addition, Assignor herewith assigns, conveys and transfers to Assignee all its rights, title and interest in, to and deriving from the following trade mark rights as well as any predecessor or successor applications to any of the foregoing, particularly for the word marks 'V LIVE', 'VIR-

TUALLY LIVE' and/or any associated logos, including:   ,  
 

Territory	Application Numbers
China	6921894 6921895 6921896 6921897 6921898 6921899 6921900 6921901 6921902
USA	77/446091 77/445857 77/446202

Europe	006698948 006702419 006732408 006757314 014733315 014733356
Taiwan	97040222 97040223 97040224

Furthermore, Assignor herewith assigns, conveys and transfers to Assignee all its rights, title and interest in, to and deriving from the Virtually Live technologies and (in particular but without limitation) the following software:

For the avoidance of doubt, Assignee shall have the exclusive right to file patent applications and any other applications for the Intellectual Property Rights, and to prosecute such applications to grant and to maintain any Intellectual Property Rights granted thereupon, to discontinue such prosecution or maintenance as it deems appropriate, to use and to enforce any Intellectual Property Rights.

## 2. Grant of License

In case in any jurisdiction any Intellectual Property Right may not be assigned to Assignee, Assignor herewith grants Assignee with respect to such jurisdictions the worldwide, exclusive, perpetual, irrevocable, transferrable, fully-paid up, royalty-free and sublicenseable right to use and exploit such Intellectual Property Right for any purpose whatsoever, regardless of what purpose such Intellectual Property Right was initially created for.

**3. Enforcement**

With this assignment and license grant, Assignor obtains the full and exclusive right to assign, transfer and license to any third party any of the rights assigned and/or granted hereunder in whole or in part, temporarily or permanently and to enforce any such rights against third parties. Assignor will provide any cooperation reasonably requested by Assignee to enforce its Intellectual Property Rights therein, including, without limitation, joining any cause of action to enforce the Intellectual Property Rights against a third party.

**4. Recording of Assignment**

Assignor will, at the request of Assignee, execute, issue and deliver, or cause to be executed, issued or delivered, all necessary powers, instruments, certificates and documents and effect all signatures and take any further action necessary for Assignee to be accepted and registered as applicant and proprietor of any Intellectual Property Rights assigned under Section 0 and for enforcing such rights throughout the world. The expenses of preparing and filing of such documents and any action required ancillary thereto shall be borne by Assignee.

**5. No Rights of Assignor**

Assignor herewith confirms that it does not have any right, title or interest in, to or deriving from the further development of the Intellectual Property Rights or any related technology conceived by any employee of the Virtually Life group on or after the Effective Date. In case Assignor shall nevertheless obtain any such right, title or interest, Assignor herewith assigns such right, title or interest to Assignee, effective as per the date it is obtained by Assignor.

**6. Representation**

Assignor represents and warrants that it is the sole legal and beneficial owner of the rights assigned under Section 0 and that, with regard to these rights, all registration fees are fully paid and all office actions required for a continuance of the prosecution have been made in time.

**7. Taxes**

Each Party shall pay all taxes, if any, for which it is liable under applicable law. In case both Parties are liable under applicable law, these taxes shall be paid and borne by Assignor and Assignee in equal parts at the appropriate rate to the tax authorities.

**8. Costs and Expenses**

Except as expressly provided otherwise herein, each Party shall bear its own costs and expenses (including advisory fees) incurred in the negotiation, preparation and completion of this Agreement.

**9. General Provisions**

#### **9.1 Effect on Third Parties**

No person other than the Parties shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties any rights, benefits or remedies.

#### **9.2 Amendments and Waivers**

This Agreement may only be modified or amended by a document signed by all Parties, unless stricter form is required by law. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.

#### **9.3 No Assignment**

The Parties shall not assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of Assignor (if the assignment is proposed to be undertaken by Assignee) or Assignee (if the assignment is proposed to be undertaken by Assignor).

#### **9.4 Severability**

Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.

### **10. Governing Law | Jurisdiction**

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to conflicts of law principles and excluding the UN Convention on Contracts for the International Sale of Goods.

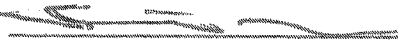
Any dispute relating to this Agreement shall be exclusively brought to the competent courts of the city of Zurich, Switzerland.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Assignor:

**Virtually Live Limited**



Dr. Jamil El-Imad

Director

The Assignee:

**Virtually Live (Switzerland) GmbH**



Luisa Asta

Director

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written  
above.


The Assignor:

Virtually Live Limited

\_\_\_\_\_  
Dr. Jamil El-Imad  
Director

The Assignee:

Virtually Live (Switzerland) GmbH

  
\_\_\_\_\_  
Luisa Asta  
Director