

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4266284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ONECODEC, LIMITED	04/05/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BEVARA TECHNOLOGIES, LLC	
<b>Street Address:</b>	44 WAVERLEY STREET	
<b>City:</b>	BELMONT	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02478	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15171822
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(949)760-9502	
<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>	(949)760-0404	
<b>Email:</b>	efiling@knobbe.com	
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR, LLP	
<b>Address Line 1:</b>	2040 MAIN STREET	
<b>Address Line 2:</b>	14TH FLOOR	
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614	
<b>NAME OF SUBMITTER:</b>	DANIEL A. KAMKAR	
<b>SIGNATURE:</b>	/Daniel Kamkar/	
<b>DATE SIGNED:</b>	02/08/2017	
<b>Total Attachments: 7</b>		
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**PATENT ASSIGNATION**

between

**ONECODEC LIMITED**

and

**BEVARA TECHNOLOGIES, LLC**



**MBM COMMERCIAL LLP**

**5<sup>th</sup> FLOOR, 125 PRINCES STREET, EDINBURGH EH2 4AD**

**DX ED403 EDINBURGH**

**TELEPHONE 0131 226 8200**

**FACSIMILE 0131 226 8240**

Ref: ONE/5/7

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## AGREEMENT

between

**ONECODEC LIMITED** incorporated and registered in Scotland with company number SC369465 whose registered office is at 50 Cordiner Avenue, Aberdeen, Aberdeen City AB24 4SA (**Assignor**)

and

**BEVARA TECHNOLOGIES LLC** incorporated in Massachusetts whose registered office is at 44 Waverley Street, Belmont, MA 02478, USA (**Assignee**).

## BACKGROUND

- (A) The Assignor is the applicant for the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this Agreement.

## AGREED TERMS

### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Agreement:** means this assignation between OneCodec Limited and Bevara Technologies LLC

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Patents:** the patent applications short particulars of which are set out in the Schedule.

**Schedule:** means the schedule attached to and forming part of this Agreement.

- 1.2 Clause headings shall not affect the interpretation of this Agreement and references to clauses are to the clauses of this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 **Writing or written** includes faxes but not e-mail.

- 1.7 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

**2. ASSIGNATION**

The Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of each application in the Patents:
  - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
  - (ii) the right to file divisional applications, continuations, continuations in part, or any derivative work based thereon and to prosecute and obtain grant of patent on each and any such divisional application, continuation, continuation in part, or any derivative work;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the applications comprised in the Patents, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents; and
- (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this assignation.

**3. FURTHER ASSURANCE**

The Assignor shall and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, execute such documents and

perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

**4. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**5. ENTIRE AGREEMENT**

5.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

**6. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**7. SEVERANCE**

7.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**8. THIRD PARTY RIGHTS**

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.




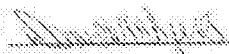
**9. NOTICES**


- 9.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at the address specified at the start of the Agreement, or to such other address as a party may intimate to the other in writing.
- 9.2 Any notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
  - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the tenth Business Day after posting; or
  - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 9.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.
- 9.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This assignation and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.
- 10.2 The parties irrevocably agree that the courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignation or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the 5 preceding pages are executed as follows:

<p>They are subscribed for and on behalf of <b>OneCoder Limited</b> at <u>Aberdeen, UK</u> on <u>5th April</u> Two Thousand and Thirteen by <u>YAFAN ZHAO</u></p> <p></p>	<p>They are subscribed for and on behalf of <b>Sevare Technologies LLC</b> at <u>Bolton, MA</u> on <u>April 5</u> Two Thousand and Thirteen by <u>Major M. J. [Signature]</u> Director</p> <p></p>
<p>Before this witness:</p> <p></p> <p>_____ Witness</p> <p><u>Ching Shen Tje</u> Full Name</p> <p><u>9, Chapelwell Park</u> Address</p> <p><u>Bolton, Aberdeenshire</u> <u>AB23 8HW</u></p>	<p>Before this witness:</p> <p></p> <p>_____ Witness</p> <p><u>Daniel M. [Signature]</u> Full Name</p> <p><u>Box 453, Bolton, MA</u> Address</p> <p><u>Bolton, MA 02478</u></p>

 DANIELLE M. DYER  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires June 18, 2017



**Schedule**

**Patents**

Publication No	Application No	Publication date	Title
WO2012/047507	PCT/US2011/052396	04/12/12	Systems and Methods for Encoding and Decoding
US20120069910A1	13/212127	03/22/12	Systems and Methods for Encoding and Decoding
WO2012/112192	PCT/US2011/052394	08/23/12	Systems and Methods for Encoding, Transmitting and Decoding
US2012/0069911A1	13/237673	03/22/12	Systems and Methods for Encoding, Transmitting and Decoding