

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4267906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRISKIT, INC.	02/06/2017
RECEIVING PARTY DATA	
Name:	BLUEBONNET INTERNET MEDIA SERVICES, LLC
Street Address:	2307 NEWFOREST COURT
City:	ARLINGTON
State/Country:	TEXAS
Postal Code:	76017
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8782194
Patent Number:	9547650
Patent Number:	9405753
Application Number:	14327789
Application Number:	15407548
Patent Number:	7228305
Patent Number:	7281034
Patent Number:	6271741
Patent Number:	6389467
CORRESPONDENCE DATA	
Fax Number:	(817)421-3915
<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>	
Email:	nscott@scottlawgroup-pc.com
Correspondent Name:	SCOTT LAW GROUP, P.C.
Address Line 1:	3249 LAKE DRIVE
Address Line 4:	SOUTHLAKE, TEXAS 76092
NAME OF SUBMITTER:	PAUL VARGA, MANAGING MEMBER
SIGNATURE:	/Paul Varga/
DATE SIGNED:	02/09/2017

Total Attachments: 16

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TRANSFER STATEMENT
PURSUANT TO § 9-619 OF THE NEW YORK UNIFORM COMMERCIAL CODE

This Transfer Statement is dated as of February 6, 2017 and is executed by Bluebonnet Internet Media Services, LLC (the "Secured Party") pursuant to and in accordance with New York Uniform Commercial Code ("NYUCC") § 9-619, with reference to the following:

1. Secured Party. Bluebonnet Internet Media Services, LLC, the Secured Party, is the holder of the First Amended and Restated Promissory Note (the "Note"), executed by the Debtor on December 1, 2003, and other obligations of Friskit arising under that certain First Amended and Restated Security Agreement (the "Security Agreement") executed by the Debtor and George Aposporos on December 1, 2003. George Aposporos properly and timely recorded the Security Agreement in accordance with the NYUCC. The Secured Party is the assignee of George Aposporos' rights, title, and interest in and to, or other benefits deriving from the Note and Security Agreement pursuant the Assignment of Promissory Note and Security Agreement (the "Assignment"), executed on November 22, 2016 (collectively, the "Securing Documents").

2. Obligation. The Debtor is obligated to the Secured Party, pursuant to the Securing Documents, in the principal amount of \$1,210,482.06, plus interest accrued in the amount of \$2,792,851.94, for a present total obligation of \$4,003,334.00 (the "Obligation").

3. Collateral. As security for payment and performance of the Debtor's Obligation under the Note and Security Agreement, the Debtor granted a security interest to George Aposporos, which security interest was thereafter assigned to the Secured Party under the Assignment. The Debtor's security interest was granted in all of the Debtor's right, title, interest, claim, and estate in and to the collateral then owned or thereafter acquired by the Debtor pursuant to the Security Agreement, and more specifically identified in Exhibit A attached hereto (the "Collateral"). All terms used herein and not otherwise defined herein shall have the meaning ascribed to such in the Securing Documents.

4. Default. The Debtor is in default of its Obligation under the Securing Documents. On or about November 23, 2016, Notice of Default on Promissory Note and Election to Sell (the "Notice") was given to the Debtor. The Debtor failed to comply with the conditions therein, or otherwise cure the noticed default, by December 20, 2016, that date being greater than twenty days after receipt of said Notice. As a result, an "Event of Default" exists under the Securing Documents. The existence of such an Event of Default entitled the Secured Party, *inter alia*, to exercise any and all rights and remedies available under the Securing Documents and/or under applicable law in respect of such an Event of Default.

5. Exercise By Secured Party Of Post-Default Remedies. The Secured Party exercised its remedies in respect of the Collateral as follows. By letter dated December 28, 2016, the Secured Party duly notified the Debtor, together with each and every other person entitled to notice under NYUCC § 9-621, pursuant to and in strict accordance with NYUCC § 9-620, of (i) the election by the Secured Party under NYUCC § 9-620 to retain the Collateral in full satisfaction of the Obligation under the Securing Documents, and (ii) the Debtor's right to object to such retention of the Collateral in satisfaction within 20 days thereafter. A copy of this letter is attached hereto

as Exhibit B. No objection of any type or nature was ever received by the Secured Party, whether from the Debtor or any of the other persons to whom notice of such election under NYUCC 9-620 was given. The Debtor acknowledged and consented to the Secured Party's proposal to retain the Collateral pursuant to NYUCC § 9-620 on January 4, 2017. A copy of this Acknowledgement and Consent is attached hereto as Exhibit C. The Secured Party, in addition to the foregoing remedy, made the Collateral available for public sale pursuant to NYUCC § 9-610, *et seq.*, and no bids were received. Copy of the Notice of Public Sale is attached hereto as Exhibit D.

6. The Secured Party Has Acquired The Rights Of The Debtor In The Collateral. The Secured Party has acquired all rights, title, interest, claim, and estate heretofore held by the Debtor in the Collateral. As a result, the Secured Party is entitled to, among other things, the benefit and enjoyment of all rights conferred upon the Debtor by NYUCC § 9-619(b).

7. Name And Mailing Address Of The Secured Party And The Debtor.

- a. The name and mailing address of the Secured Party is as follows:

Bluebonnet Internet Media Services, LLC
2307 Newforest Court
Arlington, Texas 76017

- b. The name and mailing address of the Debtor (who is the transferee hereunder) is as follows:

Friskit, Inc.
14410 Myer Terrace
Rockville, Maryland 20853

IN WITNESS WHEREOF, the Secured Party has executed this Transfer Statement as of the date first written above.

Respectfully,

Bluebonnet Internet Media Services, LLC

By: 

Paul Varga
Managing Member

EXHIBIT A
TO TRANSFER STATEMENT

EXHIBIT A

COLLATERAL OF FRISKIT, INC.

All real and personal, tangible and intangible property now owned or hereafter acquired by Friskit, Inc., of whatever kind and nature and wherever located, whether now owned or existing or hereafter acquired or arising, together with all proceeds, products, replacements and renewals thereof, including without limitation:

- (a) equipment (in addition to the definition thereof contained in the Uniform Commercial Code of the State of New York (the "NYUCC"), all tangible personal property held by the Debtor for use primarily in business, including, but not limited to, equipment, machinery, furniture, fixtures, dyes, tools, and all accessories and parts now or hereafter affixed thereto);
- (b) inventory (in addition to the definition thereof contained in the NYUCC, all tangible property held by the Debtor for sale or lease or to be furnished under contracts of service, tangible personal property which the Debtor has so leased or furnished and raw materials, work in process and materials used, produced or consumed in the Debtor's business);
- (c) accounts (in addition to the definition thereof contained in the NYUCC, any and all obligations of any kind at any time due and/or owing to the Debtor and all rights of the Debtor to receive payment or any other consideration (whether classified under the NYUCC or any other state's Uniform Commercial Code as accounts), including, without limitation, accounts presently existing or hereafter arising pursuant to any contract or other commitment with the federal government (or any agency or department thereof));
- (d) general intangibles (in addition to the definition thereof contained in the NYUCC, any and all rights on any franchise, license or similar agreement, Debtor's rights as lessor or lessee under any lease or sublease of property, tax refunds and rebates, all of the Debtor's trade secrets and other proprietary information, trademarks, service marks and business names and the goodwill of the business relating thereto, all copyrights and all tangible property embodying the copyrights, unpatented inventions (whether or not patentable), patent applications and patents and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, whether presently existing or hereafter arising, including but not limited to those set forth in Schedule 1 attached hereto; all license agreements relating to any of the foregoing and income therefrom, books, records, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes, and other physical manifestations of the foregoing; the right to sue for all past, present and future infringements of the foregoing; and proceeds of the foregoing);

- (e) instruments (in addition to the definition thereof contained in the NYUCC, “chattel paper” or “letters of credit” as defined in the NYUCC, including, without limitation, all notes evidencing intercompany loans or evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the accounts described in clause (c) above, including, but not limited to, promissory notes, drafts, bills of exchange and trade acceptances);
- (f) documents (in addition to the definition thereof contained in the NYUCC, all documents, including, without limitation, all bills of lading, warehouse receipts and other documents of title or other receipts covering, evidencing or representing goods);
- (g) all personal property and interests in personal property of the Debtor which may now be in or may hereafter come into the possession, custody or control of the Secured Party, or any Secured Party or affiliate of any of them, in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), and all rights and interests of the Debtor in respect of any and all (i) drafts, letters of credit, stocks, limited liability company membership interests, bonds, and debt and equity securities, whether or not certificated, and warrants, options, put and calls and other rights to acquire or otherwise relating to the same, (ii) interest rate and currency exchange agreements, including, without limitation, cap, collar, floor, forward and similar agreements and interest rate protection agreements, (iii) cash and cash equivalents, (iv) all books and records, including without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records, and (v) all other goods and personal property and interests in personal property of the Debtor not specifically included in clauses (a) through (f);
- (h) all accessions and additions to, substitutions and documents for, and replacements, proceeds (meaning all proceeds of, and all other profits, products, rents or receipts, in whatever form arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, collateral, including, without limitation, all claims of the Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any of the goods, personal property and interests in personal property described in clauses (a) through (g) above, and any condemnation or requisition payments with respect to any such goods, property and interests), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing goods, property and interests; and
- (i) any and all other rights, title, or interest in and to, or other benefits deriving from the Securing Documents.

SCHEDULE 1 to EXHIBIT A

Patents	
Patent #	Issued
8,782,194	07/15/2014
9,547,650	01/17/2017
9,405,753	08/02/2016
7,228,305	06/05/2007
7,281,034	10/09/2007
6,721,741	04/13/2004
6,389,467	05/14/2002

Patent Applications	
Patent Application #	Filed
14/327,789	07/10/2014
15/407,548	01/17/2017

EXHIBIT B
TO TRANSFER STATEMENT

December 28, 2016

Friskit, Inc.
14410 Myer Terrace
Rockville, Maryland 20853

**Re: *Notification of Proposal to Accept Collateral in Full Strict Foreclosure
Pursuant to § 9-620 of the New York Uniform Commercial Code (the "Proposal")***

Dear Sir:

As you are aware, on December 1, 2003, Friskit, Inc. (the "Debtor") executed a First Amended and Restated Promissory Note (the "Note") and First Amended and Restated Security Agreement (the "Security Agreement"), originally effective as between the Debtor and George Aposporos. Thereafter, George Aposporos' rights, title, and interest in and to, or other benefits deriving from the Note and Security Agreement were assigned to Bluebonnet Internet Media Services, LLC (the "Secured Party") pursuant to that certain Assignment of Promissory Note and Security Agreement (the "Assignment") executed on November 22, 2016.

Obligation. Pursuant to the Note, Security Agreement, and Assignment (collectively, the "Securing Documents"), the Debtor is obligated to the Secured Party for the principal amount of \$1,210,482.06, plus interest accrued in the amount of \$2,792,851.94, for a present total obligation of \$4,003,334.00 as of the date of this Proposal.

Default. The Debtor is in default of its obligations under the Securing Documents. Notice of such default was duly given on or about November 23, 2016, by notice titled Notice of Default on Promissory Note and Election to Sell (the "Notice"). The Debtor failed to comply with the conditions therein, or otherwise cure the noticed default, by December 20, 2016, that date being greater than twenty days after receipt of said Notice. As a result, an "Event of Default" (as described in the Securing Documents) exists under Section 8 of the Note. By execution of the attached Acknowledgment and Consent attached hereto, the Debtor hereby unconditionally and irrevocably acknowledges that an Event of Default exists under Section 8 of the Note, which Event of Default entitles the Secured Party, *inter alia*, to exercise any and all rights and remedies available under the Note and/or under applicable law in respect of such Event of Default. The Secured Party has not waived, presently does not intend to waive, and does not hereby waive, any such Event of Default and nothing contained herein nor the transactions contemplated hereby shall constitute or be deemed to constitute any such waiver.

Voluntary Surrender. The Secured Party is informed and advised by the Debtor that the Debtor will voluntarily surrender the Collateral (as defined below) to the Secured Party.

Collateral. The Secured Party proposes to retain all collateral in which a security interest was granted by the Debtor to and in favor of George Aposporos under the Note and Security Agreement, and later assigned to the Secured Party under the Assignment, (the "Collateral") pursuant to and in accordance with New York Uniform Commercial Code ("NYUCC") § 9-620 in

full satisfaction of the obligations owed by the Debtor to the Secured Party. The Collateral includes, without limitation, each and all of the following:

All real and personal, tangible and intangible property now owned or hereafter acquired by the Debtor, of whatever kind and nature and wherever located, whether now owned or existing or hereafter acquired or arising, together with all proceeds, products, replacements and renewals thereof, including without limitation:

- (a) equipment (in addition to the definition thereof contained in the NYUCC, all tangible personal property held by the Debtor for use primarily in business, including, but not limited to, equipment, machinery, furniture, fixtures, dyes, tools, and all accessories and parts now or hereafter affixed thereto);
- (b) inventory (in addition to the definition thereof contained in the NYUCC, all tangible property held by the Debtor for sale or lease or to be furnished under contracts of service, tangible personal property which the Debtor has so leased or furnished and raw materials, work in process and materials used, produced or consumed in the Debtor's business);
- (c) accounts (in addition to the definition thereof contained in the NYUCC, any and all obligations of any kind at any time due and/or owing to the Debtor and all rights of the Debtor to receive payment or any other consideration (whether classified under the NYUCC or any other state's Uniform Commercial Code as accounts), including, without limitation, accounts presently existing or hereafter arising pursuant to any contract or other commitment with the federal government (or any agency or department thereof));
- (d) general intangibles (in addition to the definition thereof contained in the NYUCC, any and all rights on any franchise, license or similar agreement, Debtor's rights as lessor or lessee under any lease or sublease of property, tax refunds and rebates, all of the Debtor's trade secrets and other proprietary information, trademarks, service marks and business names and the goodwill of the business relating thereto, all copyrights and all tangible property embodying the copyrights, unpatented inventions (whether or not patentable), patent applications and patents and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, whether presently existing or hereafter arising; all license agreements relating to any of the foregoing and income therefrom, books, records, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes, and other physical manifestations of the foregoing; the right to sue for all past, present and future infringements of the foregoing; and proceeds of the foregoing);
- (e) instruments (in addition to the definition thereof contained in the NYUCC, "chattel paper" or "letters of credit" as defined in the NYUCC, including, without

limitation, all notes evidencing intercompany loans or evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the accounts described in clause (c) above, including, but not limited to, promissory notes, drafts, bills of exchange and trade acceptances);

- (f) documents (in addition to the definition thereof contained in the NYUCC, all documents, including, without limitation, all bills of lading, warehouse receipts and other documents of title or other receipts covering, evidencing or representing goods);
- (g) all personal property and interests in personal property of the Debtor which may now be in or may hereafter come into the possession, custody or control of the Secured Party, or any Secured Party or affiliate of any of them, in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), and all rights and interests of the Debtor in respect of any and all (i) drafts, letters of credit, stocks, limited liability company membership interests, bonds, and debt and equity securities, whether or not certificated, and warrants, options, put and calls and other rights to acquire or otherwise relating to the same, (ii) interest rate and currency exchange agreements, including, without limitation, cap, collar, floor, forward and similar agreements and interest rate protection agreements, (iii) cash and cash equivalents, (iv) all books and records, including without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records, and (v) all other goods and personal property and interests in personal property of the Debtor not specifically included in clauses (a) through (f);
- (h) all accessions and additions to, substitutions and documents for, and replacements, proceeds (meaning all proceeds of, and all other profits, products, rents or receipts, in whatever form arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, collateral, including, without limitation, all claims of the Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any of the goods, personal property and interests in personal property described in clauses (a) through (g) above, and any condemnation or requisition payments with respect to any such goods, property and interests), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing goods, property and interests; and
- (i) any and all other rights, title, or interest in and to, or other benefits deriving from the Securing Documents.

Proposal. The Debtor is hereby notified that the Secured Party hereby proposes to retain the entirety of the Collateral in full satisfaction of the Debtor's obligations. Notwithstanding the foregoing, the retention of the Collateral by the Secured Party in full satisfaction of the Debtor's obligations is conditioned upon the occurrence of each and all of the following:

1. The Secured Party shall not have received any objections on or before twenty (20) days following receipt of this Proposal, authenticated by the Debtor, from any other person to whom this letter is required to be sent by NYUCC § 9-621, or from any other person holding an interest in the Collateral subordinate to the security interest in the Collateral granted by the Debtor to and in favor of George Aposporos, and later assigned to the Secured Party;
2. The Debtor's agreement to voluntarily surrender the Collateral to the Secured Party, and otherwise to cooperate with and to take such other and further actions as may be necessary to carry out the intent of this Proposal; and
3. Execution and delivery to the Secured Party of the Debtor's Acknowledgement and Consent, form of which is attached hereto as Exhibit A.

Any objections should be sent to the address set forth above.

Respectfully,

Bluebonnet Internet Media Services, LLC

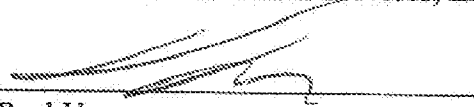
By: 
Paul Varga
Managing Member

EXHIBIT A

ACKNOWLEDGEMENT AND CONSENT

The undersigned unconditionally and irrevocably acknowledges and agrees that (i) Friskit, Inc. (the "Debtor") is in default of its obligations under the Securing Documents, (ii) Notice of default was duly given on or about November 23, 2016 to the Debtor and the Debtor failed to comply with the conditions therein, or otherwise cure the noticed default, by December 20, 2016, that date being greater than twenty days after receipt of said Notice, (iii) as a result, an "Event of Default" (as described in the Securing Documents) exists under Section 8 of the Note.

The undersigned further unconditionally and irrevocably acknowledges and agrees that the Debtor will voluntarily surrender the Collateral to the Secured Party, and otherwise to cooperate with and to take such other and further actions as may be necessary to carry out the intent of the Proposal.

By execution and delivery of this Acknowledgment and Consent to and in favor of Bluebonnet Internet Media Services, LLC (the "Secured Party"), the undersigned hereby unconditionally and irrevocably consents to the retention by the Secured Party of the entirety of the Collateral in full satisfaction of the Debtor's obligations, upon the terms and conditions set forth above and in that certain letter dated December 28, 2016, from the Secured Party to the undersigned (the "Letter"). All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Letter.

Respectfully,

Friskit, Inc.

By: _____
George Aposporos,
Chief Executive Officer

Dated: _____

EXHIBIT C
TO TRANSFER STATEMENT

EXHIBIT A

ACKNOWLEDGEMENT AND CONSENT

The undersigned unconditionally and irrevocably acknowledges and agrees that (i) Friskit, Inc. (the "Debtor") is in default of its obligations under the Securing Documents, (ii) Notice of default was duly given on or about November 23, 2016 to the Debtor and the Debtor failed to comply with the conditions therein, or otherwise cure the noticed default, by December 20, 2016, that date being greater than twenty days after receipt of said Notice, (iii) as a result, an "Event of Default" (as described in the Securing Documents) exists under Section 8 of the Note.

The undersigned further unconditionally and irrevocably acknowledges and agrees that the Debtor will voluntarily surrender the Collateral to the Secured Party, and otherwise to cooperate with and to take such other and further actions as may be necessary to carry out the intent of the Proposal.

By execution and delivery of this Acknowledgment and Consent to and in favor of Bluebonnet Internet Media Services, LLC (the "Secured Party"), the undersigned hereby unconditionally and irrevocably consents to the retention by the Secured Party of the entirety of the Collateral in full satisfaction of the Debtor's obligations, upon the terms and conditions set forth above and in that certain letter dated December 28, 2016, from the Secured Party to the undersigned (the "Letter"). All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Letter.

Respectfully,

Friskit, Inc.

By: 
George Aposporos,
Chief Executive Officer

Dated: 1/4/17

EXHIBIT D
TO TRANSFER STATEMENT

LEGAL NOTICE # 21244288 NOTICE OF PUBLIC SALE NOTICE IS

Legal Notice # 21244288 Notice of Public Sale NOTICE IS HEREBY GIVEN that Bluebonnet Internet Media Services, LLC ("Secured Party") will offer for public sale the collateral of Friskit, Inc., including but not limited to 7 issued patents and 2 pending patent applications relating to systems for streaming media distribution and playback. Secured Party reserves the right to accept or reject any bid and shall not be obligated to make any sale pursuant to this notice (but if any such sale is made, it will be made to the highest qualified bidder for no less than the amount of Friskit, Inc.'s indebtedness to Secured Party). Bids or requests for information regarding the sale or collateral shall be submitted to Secured Party at 2307 Newforest Court, Arlington, Texas 76017, phn 817-465-5004, fax 817-996-7551. Qualified bids will be taken day-to-day beginning January 25, 2017, until the expiration of 10 days.

Appeared in: *Newsday* on Wednesday, 01/25/2017

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