#### 504183563 01/18/2017

#### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4230238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ERIC SCHEELKE	07/19/2006
THEODORE L. GRIGGS	07/19/2006

#### **RECEIVING PARTY DATA**

Name:	RESOURCE CONSORTIUM LIMITED			
Street Address:	CRAIGMUIR CHAMBERS, BOX 71			
City:	ROAD TOWN, TORTOLA			
State/Country:	VIRGIN ISLANDS, BRITISH			

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15214198

#### **CORRESPONDENCE DATA**

**Fax Number:** (215)735-9302

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.

**Phone:** 2157359302

Email: uspto@thebellesgroup.com
Correspondent Name: THE BELLES GROUP, P.C.
Address Line 1: 1608 WALNUT STREET

Address Line 2: SUITE 1302

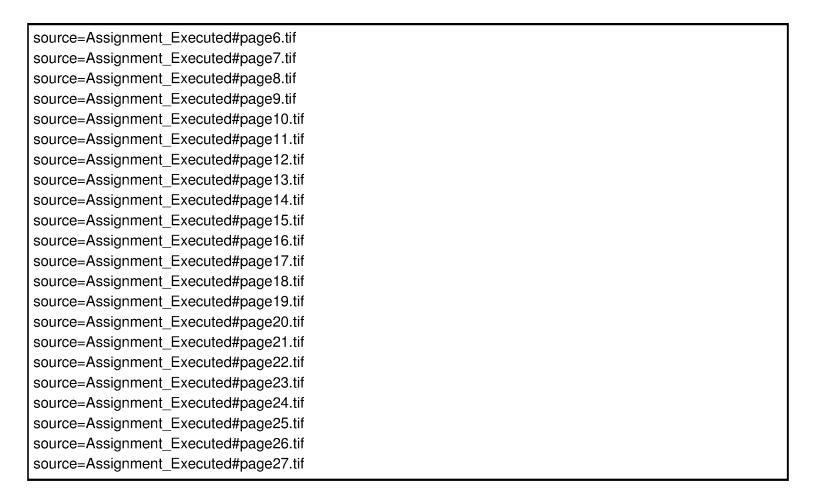
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	RCL-038-7
NAME OF SUBMITTER:	JOSEPH MILLER
SIGNATURE:	/Joseph Miller/
DATE SIGNED:	01/18/2017

#### **Total Attachments: 27**

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PATENT 504183563 REEL: 041390 FRAME: 0901



Attorney Docket No.: 601542000720

#### ASSIGNMENT JOINT INVENTORS

THIS ASSIGNMENT, by Eric SCHEELKE and Theodore L. GRIGGS (hereinafter referred to as the assignors), residing at 1010 Kenmore Court, Cupertino, California 95014 US and 85 Ranch Road, Woodside, California 94062 US, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements for

#### ADAPTABLE PROGRAMMING GUIDE FOR NETWORKED DEVICES,

set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; and

WHEREAS, Digital Deck, Inc. a corporation duly organized under and pursuant to the laws of the State of California and having its principal place of business at 3 Twin Dolphin Drive, Suite 160, Redwood City, California 94065 US (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

la-869315

Attorney Docket No.: 601542000720

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

#### The Undersigned hereby grant(s) the practitioners at Customer Number: 25224,

all of Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document.

7/19/2006	2/2 /2/1/1	
Date	Erfc Scheelke	
711912006	_ Jh424s	
Date	Theodore L. Griggs	-

State of California

) ss.

County of SAN MATEO

On 19 JULY , 2006 before me, SAMIR K. MEHIA, personally appeared

ERIC SCHEGLE, THEODORE L. URIU4 bersenally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) if (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)

WITNESS my hand and official seal.

acted, executed the instrument.

Samil. K. Meut (Notary signature)

EAMIR K. MEHTA
Commission # 1667748
Notary Public - California
San Mateo County
My Comm. Expires Jun 15, 2010

la-869315

#### EXHIBIT B

#### **Assignment of Patent Rights**

Whereas, **DigitalDeck Holdings**, **LLC**, a Delaware limited liability company, having a principal place of business at 9350 Wilshire Blvd, Suite 400, Beverly Hills, CA 90212 ("Seller" or "Assignor"), (hereinafter "Assignor") is the sole and exclusive owner of certain United States and/or foreign patent applications listed in Exhibit A annexed hereto (collectively referred to as the "Patents"); and

Whereas, Resource Consortium Limited, a British Virgin Islands corporation, having its principal place of business at Craigmuir Chambers, PO Box 71, Road Town, Tortola, British Virgin Islands ("Purchaser" or "Assignee"), (hereinafter "Assignee") is desirous of acquiring the right, title and interest in, to and under said Patents.

Now, Therefore, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby agree to sell, assign, transfer and convey and by these presents does sell, assign, transfer and convey unto the above-named Assignee, the whole and entire right, title and interest in and to any and all of the following:

- (a) said Patents, including any and all invention(s) as described in said Patents, for the territory of the United States and its possessions and territories and all foreign countries;
- (b) patent applications resulting from said Patents, including any and all related United States and foreign patent applications disclosing said invention(s), including provisionals, non-provisionals, divisions and continuations thereof, along with the rights of priority created by said patent applications under any treaty relating thereto;
- (c) United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof; and
- (d) past, current and future causes of action and enforcement rights, whether currently pending, filed, or otherwise, under said Patents and patent applications, including without limitation, all rights of Assignor to (i) sue for past, current and future infringements of the Patents, including the right to license and to collect and receive any damages, royalties, injunctive relief, and/or any other settlements or remedies for such infringements, and (ii) sue under any past, current and future causes of action relating to any of the inventions or discoveries described or claimed in the Patents:

said Patents to be held and enjoyed by the above-named Assignee, for Assignee's own use and benefit, and for Assignee's successors and assigns to the full end of the term or terms for which said Patents may be granted, as fully and entirely as the same would have been held by the undersigned Assignor had this assignment and sale not been made; and for the aforesaid consideration Assignor hereby covenants, agrees and undertakes to communicate to said Assignee or to its nominee all known facts respecting said invention(s), application(s) and patent(s), and to testify in any legal proceedings and to execute and deliver, whenever requested by the above-named Assignee, and without undue delay, all patent applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee all the invention(s), application(s) and patent(s) hereby assigned or agreed to be assigned all without further compensation to the undersigned Assignor.

And it is hereby covenanted that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Sets their hand and seal.  2/24/09  Date  Signature of Assignor	
Date Signature of Assignor	
II G G w	
<u>Harvey S. Gettleson</u> Printed/Typed Name	
<u>Chief Operating Officer</u> Title	
State-of :	
County of :	
On this, 2009, before me, the undersigned officer, personally appeared, who acknowledged himself/herself to be the of <b>DigitalDeck Holdings</b> , <b>LLC</b> , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she,	ie
being authorized to do so, executed the same for the purposes and consideration therein expressed and in the capacity therein stated.	
Witness my hand and Notarial scal the day and year immediately above written.	
See attached loose certif Notary Public	icate
My Commission expires on: [seal]	

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California	)
County of Los Angeles	
On Feb. 24. 2and hoters me little	A AA D ALL BUI
On Feb. 24, 2009 before me, Julie	Hore Insert Name and Tub of the Officer
personally appeared Harvey S. Get Hes	Name(s) of Signer(s)
JULIE ANN MARTIN	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 be/she/they executed the same in his/her/their authorized apacity(les), 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.
Los Angeles County	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph is ue and correct.
V	VITNESS my hand and official seal.
Place Notary Seal Above	ignature Market Signature of Notary Public
OPTIC	DNAL ————————————————————————————————————
Though the information below is not required by law, it ma and could prevent fraudulent removal and reati	ay prove valuable to persons relying on the document achment of this form to another document.
Description of Attached Document	
Title or Type of Document: Patent Applicati	on Purchase Agreement
Document Date:	- A.
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:  Individual Corporate Officer — Title(s): Partner — [] Limited [] General Attorney in Fact Trustee Guardian or Conservator Other: Gigner is Representing:	Signer's Name:  Individual Corporate Officer — Title(s): Partner — Cimited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

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EXHIBIT A

# **Transferred Patents and Patent Applications**

Patent or Application No.	Country	Filing Date	Status	Title	Inventor(s)
11/643,146	United States	December 20, 2006	Pending	System and method for managing multiple content sources	Steven Grady Erik Scheelke
WO 2008/077149	WIPO	December 20, 2007	Pending	System and method for managing multiple content sources	Steven Grady Erik Scheelke
11/490,648	United States	July 21, 2006	Pending	Adaptable programming guide for networked devices	Erik Scheelke Theodore L. Griggs
11/949,710	United States	December 3, 2007	Pending	Adaptable programming guide for networked devices	Theodore L. Griggs
11/584,399	United States	October 19, 2006	Pending	Mechanism for distributing content data	Theodore L. Griggs
09/909,676	United States	July 19, 2001	Abandoned	Mechanism for distributing content data	Theodore L. Griggs
10/000,495	United States	October 30, 2001	Abandoned	Adaptable programming guide for networked devices	Theodore L. Griggs

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10/846,096	United States	May 14, 2004	Abandoned	Adaptable programming guide for networked devices	Theodore L. Griggs
60/233,581	United States	September 19, 2000	Expired	Mechanism for a customized multimedia content guide based on user preference	Theodore L. Griggs
60/219,857	United States	July 20, 2000	Expired	Mechanism for digital video rental, distribution and catching	Theodore L. Griggs
60/244,790	United States	October 31, 2000	Expired	Adaptable programming guide for networked devices	Theodore L. Griggs
60/470,748	United States	May 14, 2003	Expired	Adaptable programming guide for networked devices	Theodore L. Griggs
WO 02/009431	WIPO	July 19, 2001	Expired	Mechanism for distributing content data	Theodore L. Griggs
EP 1302074	Europe	July 19, 2001	Refused	Mechanism for distributing content data	Theodore L. Griggs
EP 1944971	Europe	July 19, 2001	Pending	Mechanism for distributing content data	Theodore L. Griggs
CN 1468492	China	July 19, 2001	Pending	Mechanism for distributing content data	Theodore L. Griggs

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BR 0112577	Brazil	July 19, 2001	Issued	Mechanism for distributing content data	Theodore L. Griggs
AU 0177042	Australia	July 19, 2001	Lapsed	Mechanism for distributing content data	Theodore L. Griggs
TW 0525385	Taiwan	July 20, 2001	Pending	Mechanism for distributing content data	Theodore L. Griggs
HK1056958	Hong Kong	October 15, 2003	Pending	Mechanism for distributing content data	Theodore L. Giggs
KR 0075043	Korea	July 31, 2008	Pending	System for providing content to a user, providing a customized program schedule to a remote user location, and generating a program schedule, and method of scheduling content data	Theodore L. Griggs
KR 0038454	Korea	April 10, 2008	Pending	System for providing content to a user, providing a customized program schedule to a remote user location, and generating a program schedule, and method of scheduling content data	Theodore L. Griggs
KR 0869531	Korea	January 7,	Issued	System for providing a customized program schedule to a remote user location	Theodore L. Griggs

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JP 2004505516	Japan	July 19, 2001	Pending		Theodore L. Griggs
WO 02/39732	WIPO	October 31, 2001	Expired	Adaptable programming guide for networked devices	Theodore L. Griggs
EP 1330919	Europe	October 31, 2001	Deemed withdrawn	Adaptable programming guide for networked devices	Theodore L. Griggs
AU 0236545	Australia	October 31, 2001	Lapsed	Adaptable programming guide for networked devices	Theodore L. Griggs
TW 0238662	Taiwan	October 31, 2001	unknown	Adaptable programming guide for networked devices	Theodore L. Griggs
JP 2004514333	Japan	October 31, 2001	unknown		Theodore L. Griggs
CN 1483281	China	October 31, 2001	unknown	Adaptable program arrangement manual for interconnection device	Theodore L. Griggs
BR 0115007	Brazil	October 31, 2001	Abandoned	Adaptable programming guide for networked devices	Theodore L. Griggs
11/589,273	United States	October 25, 2006	Pending	Apparatus and method for multiple format encoding	Erik Scheelke
10/461,142	United States	June 12, 2003	Pending	Media content distribution system and method	Erik Scheelke

	<del></del>	T	- <del></del>		- <del></del>
WO 05/001632	WIPO	June 10, 2004	Expired	Media content distribution system and method	Erik Scheelke
10/846,189	United States	May 14, 2004	Pending	Distributed media management apparatus and method	Erik Scheelke
60/470,744	United States	May 14, 2003	Expired	Distributed media management	Erik Scheelke
WO 04/105257	WIPO	May 14, 2004	Expired	Distributed media management apparatus and method	Erik Scheelke
EP 1639716	Europe	May 14, 2004	Pending	Distributed media management apparatus and method	Erik Scheelke
10/846,332	United States	May 14, 2004	Pending	Infrared signal distribution and management system and method	Erik Scheelke
11/503,818	United States	August 11, 2006	Pending	Infrared signal distribution and management system and method	Erik Scheelke
60/470,768	United States	May 14, 2003	Expired	Distribution and reproduction of infrared signals in a network	Erik Scheelke
WO 04/104745	WIPO	May 14, 2004	Expired	Infrared signal distribution and management system and method	Erik Scheelke
EP 1623510	Europe	May 14, 2004	Pending	Infrared signal distribution and management system and method	Erik Scheelke

# Delaware

PAGE 7

# The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"DIGITALDECK, INC.", A DELAWARE CORPORATION,

WITH AND INTO "DIGITALDECK ACQUISITION CORP." UNDER THE NAME
OF "DIGITALDECK ACQUISITION CORP.", A CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D.
2007, AT 4:42 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4476202 8100M

071349788

You may verify this certificate online at corp.delaware.gov/authver.shtml

Warriet Smith Hindron

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6259408

DATE: 12-21-07

State of Delaware Secretary of State Division of Corporations Delivered 04:42 PM 12/20/2007 FILED 04:42 PM 12/20/2007 SRV 071349788 - 4476202 FILE

#### CERTIFICATE OF OWNERSHIP AND MERGER

OF

DIGITALDECK, INC. (a Delaware corporation)

INTO

# DIGITALDECK ACQUISITION CORP. (a Delaware corporation)

Pursuant to Section 253 of the General Corporation Law of the State of Delaware

DigitalDeck Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes referred to as the "Corporation"),

#### DOES HEREBY CERTIFY:

FIRST: That it was organized pursuant to the provisions of the General Corporation Law of the State of Delaware, on the 18<sup>th</sup> day of December, 2007.

SECOND: That it owns more than 90% of each class of the outstanding shares of the stock of DigitalDeck, Inc., a corporation organized pursuant to the provisions of the General Corporation Law of the State of Delaware on the 25<sup>th</sup> day of January, 1999 (the "Subsidiary").

THIRD: That on December 19, 2007 its Board of Directors determined to merge the Subsidiary into the Corporation, and did adopt the following resolutions:

WHEREAS, the Corporation holds more than 90% of the outstanding shares of each class of the capital stock of DigitalDeck, Inc. (the "Subsidiary");

WHEREAS, the Subsidiary no longer engages in operating activities;

WHEREAS, the Subsidiary has considered several proposals for the purchase of the Subsidiary or substantially all of the assets of the Subsidiary; and

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WHEREAS, because none of the proposals value the Subsidiary in excess of the debt of the Subsidiary, the balance sheet of the Subsidiary shows no shareholders' equity.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Corporation deems it advisable and in the best interests of the Corporation to merge with the Subsidiary, with the Corporation being the surviving entity; and it is further

RESOLVED, that all of the estate, property, rights, privileges, powers and franchises of the Subsidiary be vested in and held and enjoyed by the Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by the Subsidiary in its name; and it is further

RESOLVED, that the Corporation shall assume all of the obligations of the Subsidiary; and it is further

RESOLVED, that each share of capital stock of the Subsidiary outstanding immediately prior to the effective time shall be cancelled; and it is further

RESOLVED, that the appropriate officers of the Corporation be, and each of them hereby individually is, authorized, empowered and directed, to execute and deliver, in the name of and on behalf of, the Corporation, a Certificate of Ownership and Merger of the Company with the Subsidiary in the form required by Section 253 of the Delaware General Corporation Law, with such changes therein as each such officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof, and to cause such Certificate of Ownership and Merger to be filed with the Secretary of State of the State of Delaware in accordance with Section 253 of the General Corporation Law of the State of Delaware; and it is further

RESOLVED, that the appropriate officers of the Corporation be, and each of them hereby individually is, authorized, empowered and directed, in the name of and on behalf of, the Corporation, to do and perform all such further acts and things, to execute and deliver such additional documents and instruments, and to make all such filings as he or she may, in his or her sole and absolute discretion, deem necessary or appropriate to carry out, comply with and effectuate the purposes and intent of the foregoing resolutions and the transactions contemplated thereby, and that the authority of each such officer to execute and deliver

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any of such documents shall be conclusively evidenced by his or her execution and delivery thereof or his or her taking thereof.

FOURTH: That the proposed merger has been duly approved, adopted, certified, executed and acknowledged by the Corporation in accordance with Section 253 of the Delaware General Corporation Law.

FIFTH: That the merger of the Corporation with the Subsidiary shall be effective as of the date and time the Certificate of Ownership and Merger is filed with the Secretary of State of Delaware.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation at any time prior to the date of filing the Certificate of Ownership and Merger with the Secretary of the State of Delaware.

\*\*\*\*

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate of Ownership and Merger on behalf of the Corporation this 20th day of December, 2007.

DIGITALDECK ACQUISITION CORP.

By:

Name: Harvey S. Gettleson

Title: President

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# Delaware

PAGE 1

### The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND
CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE
CORPORATION UNDER THE NAME OF "DIGITALDECK ACQUISITION CORP." TO
A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM
"DIGITALDECK ACQUISITION CORP." TO "DIGITALDECK HOLDINGS, LLC",
FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF DECEMBER, A.D.
2007, AT 1:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF CONVERSION IS THE TWENTY-SECOND DAY
OF DECEMBER, A.D. 2007, AT 12:01 O'CLOCK A.M.

4476202 8100V

071353767

You may verify this certificate online at corp.delaware.gov/authver.shtml

Farriet Smith Hindson

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6260327

DATE: 12-21-07

State of Delaware Secretary of State Division of Corporations Delivered 01:41 PM 12/21/2007 FILED 01:35 PM 12/21/2007 SRV 071353767 - 4476202 FILE

#### CERTIFICATE OF CONVERSION FROM A CORPORATION TO A LIMITED LIABILITY COMPANY PURSUANT TO SECTION 18-214 OF THE LIMITED LIABILITY ACT

- The Corporation was first incorporated in the State of Delaware on December 12, 2007. 1.
- The name of the Corporation immediately prior to filing this Certificate is DigitalDeck 2. Acquisition Corp.
- The name of the limited liability company as set forth in its certificate of formation is 3. DigitalDeck Holdings, LLC.
- The conversion is to become effective on December 22 2007 at 12:01 a.m.

Name: Harvey S. Gettleson

-Title: Authorized Person and President

# Delaware

PAGE 2

### The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF

DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND

CORRECT COPY OF CERTIFICATE OF FORMATION OF "DIGITALDECK

HOLDINGS, LLC" FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF

DECEMBER, A.D. 2007, AT 1:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2007, AT 12:01 O'CLOCK A.M.

4476202 8100V

071353767

You may verify this certificate online at corp.delaware.gov/authver.shtml

Warriet Smith Hindson

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6260327

DATE: 12-21-07

State of Delaware Secretary of State Division of Corporations Delivered 01:41 PM 12/21/2007 FILED 01:35 PM 12/21/2007 SRV 071353767 - 4476202 FILE

#### CERTIFICATE OF FORMATION

OF

### DIGITALDECK HOLDINGS, LLC

(Under Section 18-214 of the Delaware Limited Liability Company Act)

FIRST: The name of the limited liability company is DigitalDeck Holdings,

LLC.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered Agent at such address is Corporation Service Company.

THIRD: The formation of the limited liability company is to become effective on December 22, 2007 at 12:01 a.m.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 21<sup>st</sup> day of December, 2007.

Name: Edward H. Smoot Title: Authorized Person

#### EXHIBIT B

#### Assignment of Patent Rights

Whereas, **DigitalDeck Holdings**, **LLC**, a Delaware limited liability company, having a principal place of business at 9350 Wilshire Blvd, Suite 400, Beverly Hills, CA 90212 ("Seller" or "Assignor"), (hereinafter "Assignor") is the sole and exclusive owner of certain United States and/or foreign patent applications listed in Exhibit A annexed hereto (collectively referred to as the "Patents"); and

Whereas, Resource Consortium Limited, a British Virgin Islands corporation, having its principal place of business at Craigmuir Chambers, PO Box 71, Road Town, Tortola, British Virgin Islands ("Purchaser" or "Assignee"), (hereinafter "Assignee") is desirous of acquiring the right, title and interest in, to and under said Patents.

Now, Therefore, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby agree to sell, assign, transfer and convey and by these presents does sell, assign, transfer and convey unto the above-named Assignee, the whole and entire right, title and interest in and to any and all of the following:

- (a) said Patents, including any and all invention(s) as described in said Patents, for the territory of the United States and its possessions and territories and all foreign countries;
- (b) patent applications resulting from said Patents, including any and all related United States and foreign patent applications disclosing said invention(s), including provisionals, non-provisionals, divisions and continuations thereof, along with the rights of priority created by said patent applications under any treaty relating thereto;
- (c) United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof; and
- (d) past, current and future causes of action and enforcement rights, whether currently pending, filed, or otherwise, under said Patents and patent applications, including without limitation, all rights of Assignor to (i) sue for past, current and future infringements of the Patents, including the right to license and to collect and receive any damages, royalties, injunctive relief, and/or any other settlements or remedies for such infringements, and (ii) sue under any past, current and future causes of action relating to any of the inventions or discoveries described or claimed in the Patents;

said Patents to be held and enjoyed by the above-named Assignee, for Assignee's own use and benefit, and for Assignee's successors and assigns to the full end of the term or terms for which said Patents may be granted, as fully and entirely as the same would have been held by the undersigned Assignor had this assignment and sale not been made; and for the aforesaid consideration Assignor hereby covenants, agrees and undertakes to communicate to said Assignee or to its nominee all known facts respecting said invention(s), application(s) and patent(s), and to testify in any legal proceedings and to execute and deliver, whenever requested by the above-named Assignee, and without undue delay, all patent applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee all the invention(s), application(s) and patent(s) hereby assigned or agreed to be assigned all without further compensation to the undersigned Assignor.

And it is hereby covenanted that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith.

In Witness Whereof, Assignor, by it	s duly authorized representatives, hereunto
sets their hand and seal.  2/24/09	Havy Yeti
Date	Signature of Assignor
	Harvey S. Gettleson Printed/Typed Name
	Chief Operating Officer Title
State of :	
County of :	
personally appeared, wh	s, LLC, known to me to be the person whose
being authorized to do so, executed the same expressed and in the capacity therein stated.	e for the purposes and consideration therein
Witness my hand and Notarial scalt	he day and year immediately above written.
	See attached loose certificate Notary Public
My Commission expires on:	[seal]

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California	)
County of Los Angeles	
On Feb. 24. 2avg hatoroma Julia	A AA D ALL BUIL
On Feb. 24, 2009 before me, Julie	Hore Insert Name and Tub of the Officer
personally appeared Harvey S. Gettles	Name(s) of Signer(s)
JULIE ANN MARTIN	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 e/she/they executed the same in his/her/their authorized apacity(les), 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.
Los Angeles County 0	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph is ue and correct.
V	VITNESS my hand and official seal.
Place Notary Seal Above	ignature Market Signature of Notary Public
OPTIC	ONAL
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Title or Type of Document: Patent Applicati	on Purchase Agreement
Document Date:	- A 1
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:  Individual Corporate Officer — Title(s): Partner — [] Limited [] General Attorney in Fact Trustee Guardian or Conservator Other: Gigner is Representing:	Signer's Name:  Individual Corporate Officer — Title(s): Partner — Cimited Ceneral Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

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EXHIBIT A

# **Transferred Patents and Patent Applications**

Patent or Application No.	Country	Filing Date	Status	Title	Inventor(s)
11/643,146	United States	December 20, 2006	Pending	System and method for managing multiple content sources	Steven Grady Erik Scheelke
WO 2008/077149	WIPO	December 20, 2007	Pending	System and method for managing multiple content sources	Steven Grady Erik Scheelke
11/490,648	United States	July 21, 2006	Pending	Adaptable programming guide for networked devices	Erik Scheelke Theodore L. Griggs
11/949,710	United States	December 3, 2007	Pending	Adaptable programming guide for networked devices	Theodore L. Griggs
11/584,399	United States	October 19, 2006	Pending	Mechanism for distributing content data	Theodore L. Griggs
09/909,676	United States	July 19, 2001	Abandoned	Mechanism for distributing content data	Theodore L. Griggs
10/000,495	United States	October 30, 2001	Abandoned	Adaptable programming guide for networked devices	Theodore L. Griggs

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10/846,096	United States	May 14, 2004	Abandoned	Adaptable programming guide for networked devices	Theodore L. Griggs
60/233,581	United States	September 19, 2000	Expired	Mechanism for a customized multimedia content guide based on user preference	Theodore L. Griggs
60/219,857	United States	July 20, 2000	Expired	Mechanism for digital video rental, distribution and catching	Theodore L. Griggs
60/244,790	United States	October 31, 2000	Expired	Adaptable programming guide for networked devices	Theodore L. Griggs
60/470,748	United States	May 14, 2003	Expired	Adaptable programming guide for networked devices	Theodore L. Griggs
WO 02/009431	WIPO	July 19, 2001	Expired	Mechanism for distributing content data	Theodore L. Griggs
EP 1302074	Europe	July 19, 2001	Refused	Mechanism for distributing content data	Theodore L. Griggs
EP 1944971	Europe	July 19, 2001	Pending	Mechanism for distributing content data	Theodore L. Griggs
CN 1468492	China	July 19, 2001	Pending	Mechanism for distributing content data	Theodore L. Griggs

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BR 0112577	Brazil	July 19, 2001	Issued	Mechanism for distributing content data	Theodore L. Griggs
AU 0177042	Australia	July 19, 2001	Lapsed	Mechanism for distributing content data	Theodore L. Griggs
TW 0525385	Taiwan	July 20, 2001	Pending	Mechanism for distributing content data	Theodore L. Griggs
HK1056958	Hong Kong	October 15, 2003	Pending	Mechanism for distributing content data	Theodore L. Giggs
KR 0075043	Korea	July 31, 2008	Pending	System for providing content to a user, providing a customized program schedule to a remote user location, and generating a program schedule, and method of scheduling content data	Theodore L. Griggs
KR 0038454	Korea	April 10, 2008	Pending	System for providing content to a user, providing a customized program schedule to a remote user location, and generating a program schedule, and method of scheduling content data	Theodore L. Griggs
KR 0869531	Korea	January 7,	Issued	System for providing a customized program schedule to a remote user location	Theodore L. Griggs

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JP 2004505516	Japan	July 19, 2001	Pending		Theodore L. Griggs
WO 02/39732	WIPO	October 31, 2001	Expired	Adaptable programming guide for networked devices	Theodore L. Griggs
EP 1330919	Europe	October 31, 2001	Deemed withdrawn	Adaptable programming guide for networked devices	Theodore L. Griggs
AU 0236545	Australia	October 31, 2001	Lapsed	Adaptable programming guide for networked devices	Theodore L. Griggs
TW 0238662	Taiwan	October 31, 2001	unknown	Adaptable programming guide for networked devices	Theodore L. Griggs
JP 2004514333	Japan	October 31, 2001	unknown		Theodore L. Griggs
CN 1483281	China	October 31, 2001	unknown	Adaptable program arrangement manual for interconnection device	Theodore L. Griggs
BR 0115007	Brazil	October 31, 2001	Abandoned	Adaptable programming guide for networked devices	Theodore L. Griggs
11/589,273	United States	October 25, 2006	Pending	Apparatus and method for multiple format encoding	Erik Scheelke
10/461,142	United States	June 12, 2003	Pending	Media content distribution system and method	Erik Scheelke

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WO 05/001632	WIPO	June 10, 2004	Expired	Media content distribution system and method	Erik Scheelke
10/846,189	United States	May 14, 2004	Pending	Distributed media management apparatus and method	Erik Scheelke
60/470,744	United States	May 14, 2003	Expired	Distributed media management	Erik Scheelke
WO 04/105257	WIPO	May 14, 2004	Expired	Distributed media management apparatus and method	Erik Scheelke
EP 1639716	Europe	May 14, 2004	Pending	Distributed media management apparatus and method	Erik Scheelke
10/846,332	United States	May 14, 2004	Pending	Infrared signal distribution and management system and method	Erik Scheelke
11/503,818	United States	August 11, 2006	Pending	Infrared signal distribution and management system and method	Erik Scheelke
60/470,768	United States	May 14, 2003	Expired	Distribution and reproduction of infrared signals in a network	Erik Scheelke
WO 04/104745	WIPO	May 14, 2004	Expired	Infrared signal distribution and management system and method	Erik Scheelke
EP 1623510	Europe	May 14, 2004	Pending	Infrared signal distribution and management system and method	Erik Scheelke

**RECORDED: 01/18/2017**