504251960 03/01/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4298638

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RICHARD J. PLOM	08/15/2016
JASON J. MANTE	08/16/2016
RYAN W. SWIGART	02/01/2016
MIKHAIL KAPLINSKIY	08/16/2016

RECEIVING PARTY DATA

Name:	TWITTER, INC.
Street Address:	1355 MARKET STREET, SUITE 900
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15247358

CORRESPONDENCE DATA

Fax Number: (612)332-8352

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: 202-470-6450

Email: paralegal@effectualservices.com

Correspondent Name: BRAKE HUGHES BELLERMANN LLP

Address Line 1: C/O CPA GLOBAL

Address Line 2: 900 SECOND AVENUE SOUTH, SUITE 600

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	0124-012001
NAME OF SUBMITTER:	DANIEL M. BENNETT
SIGNATURE:	/Daniel M. Bennett, Reg. No. 54,993/
DATE SIGNED:	03/01/2017

Total Attachments: 5

source=0124-012001_Executed Assignment#page1.tif source=0124-012001_Executed Assignment#page2.tif

PATENT 504251960 REEL: 041428 FRAME: 0205

source=0124-012001_Executed Assignment#page3.tif source=0124-012001_Executed Assignment#page4.tif source=0124-012001_Executed Assignment#page5.tif

> PATENT REEL: 041428 FRAME: 0206

INNOVATOR'S PATENT AGREEMENT (IPA), Version 1.0

This INNOVATOR's PATENT AGREEMENT ("Agreement") is made between the person(s) named below (collectively referred to as "Inventors") and Twitter, Inc., a Delaware corporation, having a place of business at 1355 Market Street, Suite 900, San Francisco, CA 94103 ("Company").

WHEREAS the Inventors have invented certain patentable subject matter which they desire to assign to the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subject to the terms and conditions herein, Inventors do hereby sell, assign, and transfer and have sold, assigned, and transferred to the Company, for itself and its successors, transferees, and assignees, the entire worldwide right, title, and interest in and to the following patent application(s):

Title		Application No.	Filed on
LOOPING AUDIO-VISUAL		15/247,358	August 25, 2016
BASED ON AUDIO AND \	'IDEO ANALYSIS	13/247,330	August 25, 2010

including (a) any and all inventions and improvements ("Subject Matter") disclosed therein; (b) all right of priority in the above application(s) and in any underlying provisional or foreign application; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; and (d) all patents ("Patents"), including reissues and reexaminations, which may be granted on any of the above applications, together with all rights to recover damages for infringement, including infringement of provisional rights.

- 2. The Company, on behalf of itself and its successors, transferees, and assignees (collectively the "Assignee"), agrees not to assert any claims of any Patents which may be granted on any of the above applications unless asserted for a Defensive Purpose. An assertion of claims of the Patents shall be considered for a "Defensive Purpose" if the claims are asserted:
 - (a) against an Entity that has filed, maintained, threatened, or voluntarily participated in a patent infringement lawsuit against Assignee or any of Assignee's users, affiliates, customers, suppliers, or distributors;
 - (b) against an Entity that has filed, maintained, or voluntarily participated in a patent infringement lawsuit against another in the past ten years, so long as the Entity has not instituted the patent infringement lawsuit defensively in response to a patent litigation threat against the Entity; or
 - (c) otherwise to deter a patent litigation threat against Assignee or Assignee's users, affiliates, customers, suppliers, or distributors.

If Assignee needs to assert any of the Patent claims against any Entity for other than a Defensive Purpose, Assignees must obtain prior written permission from all of the Inventors without additional consideration or threat.

"Entity" means an individual, partnership, corporation, limited liability company, association, joint venture, trust, unincorporated organization or other entity. "Affiliate" means with respect to any Entity, any other Entity, whether or not existing on the date hereof, controlling controlled by or under common control with such first Entity. The term "control" (including with correlative meaning the terms "controlled by" and "under common control with"), as used with respect to any Entity, means the possession, directly or indirectly, of the power to direct or cause the direction or management and policies of such Entity, whether through the ownership of voting securities, by contract or otherwise.

Assignee acknowledges and agrees that the above promises are intended to run with the Patents and are binding on any future owner, assignee or exclusive licensee who has been given the right to enforce any claims of the Patents against third parties. Assignee covenants with Inventors that any assignment or transfer of its right, title, or interest herein will be conveyed with the promises herein as an encumbrance.

Page 1 of 2

- 3. Inventors agree that Assignee may apply for and receive patents for Subject Matter in Assignee's own name. Inventors agree, when requested, and without further consideration, to execute all papers necessary to fully secure to Assignee the rights, titles and interests herein conveyed. Inventors represent that Inventors have the rights, titles, and interests to convey as set forth herein; and Inventors covenant with Assignee that Inventors have not made and will not make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed, except as explicitly set forth herein.
- 4. The Assignee hereby grants to the Inventors a perpetual, worldwide, non-exclusive, royalty-free, no-charge irrevocable license under the Patents, the license explicitly limited to those rights necessary to enforce the promises made by Assignee in section 2. Accordingly, if Assignee asserts any of the Patent claims against any entity in a manner that breaks the promises of section 2, the Inventors, individually or jointly, may grant written nonexclusive sublicenses, without the right to further sublicense, the scope of the sublicense being limited to those rights necessary to enforce the promises made by Assignee in section 2.

	Inventor	Date: _	August 15, 2016
Richard J. Plom			
	Inventor	Date:	
Jason J. Mante	in cent Transfer		
	_ Inventor	Date:	
Ryan W. Swigart			
	_ Inventor	Date:	Dec
Mikhail Kaplinskiy			
•			
Benjamin S. Lee, Vice President, Legal	_ Twitter, Inc.		
Sugar Mark Lack annua			

- 3. Inventors agree that Assignee may apply for and receive patents for Subject Matter in Assignee's own name. Inventors agree, when requested, and without further consideration, to execute all papers necessary to fully secure to Assignee the rights, titles and interests herein conveyed. Inventors represent that Inventors have the rights, titles, and interests to convey as set forth herein; and Inventors covenant with Assignee that Inventors have not made and will not make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed, except as explicitly set forth herein.
- 4. The Assignee hereby grants to the inventors a perpetual, worldwide, non-exclusive, royalty-free, no-charge irrevocable license under the Patents, the license explicitly limited to those rights necessary to enforce the promises made by Assignee in section 2. Accordingly, if Assignee asserts any of the Patent claims against any entity in a manner that breaks the promises of section 2, the Inventors, individually or jointly, may grant written nonexclusive sublicenses, without the right to further sublicense, the scope of the sublicense being limited to those rights necessary to enforce the promises made by Assignee in section 2.

	Inventor	Date:	
Jason J. Mante	Inventor	Date:	08/16/2016
	Inventor	Date:	
Ryan W. Swigart			
	Inventor	Date:	
Mikhail Kaplinskiy			
	Twitter, Inc.		
Benjamin S. Lee, Vice President, Legal.			

- 3. Inventors agree that Assignee may apply for and receive patents for Subject Matter in Assignee's own name. Inventors agree, when requested, and without further consideration, to execute all papers necessary to fully secure to Assignee the rights, titles and interests herein conveyed. Inventors represent that Inventors have the rights, titles, and interests to convey as set forth herein; and Inventors covenant with Assignee that Inventors have not made and will not make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed, except as explicitly set forth herein.
- 4. The Assignee hereby grants to the Inventors a perpetual, worldwide, non-exclusive, royalty-free, no-charge irrevocable license under the Patents, the license explicitly limited to those rights necessary to enforce the promises made by Assignee in section 2. Accordingly, if Assignee asserts any of the Patent claims against any entity in a manner that breaks the promises of section 2, the Inventors, individually or jointly, may grant written nonexclusive sublicenses, without the right to further sublicense, the scope of the sublicense being limited to those rights necessary to enforce the promises made by Assignee in section 2.

	Inventor	Date:	
Richard J. Plom			
	Inventor	Date:	
Jason J. Mante Ryan W. Swigart	Inventor	Date:	02/01/2017
Mikhail Kaplinskiy	_ Inventor	Date:	
	Twitter, Inc.		• • • • • • • • • • • • • • • • • • •
Benjamin S. Lee, Vice President, Legal Course Mouse, Gen Course			

- 3. Inventors agree that Assignee may apply for and receive patents for Subject Matter in Assignee's own name. Inventors agree, when requested, and without further consideration, to execute all papers necessary to fully secure to Assignee the rights, titles and interests herein conveyed. Inventors represent that Inventors have the rights, titles, and interests to convey as set forth herein; and Inventors covenant with Assignee that Inventors have not made and will not make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed, except as explicitly set forth herein.
- 4. The Assignee hereby grants to the Inventors a perpetual, worldwide, non-exclusive, royalty-free, no-charge irrevocable license under the Patents, the license explicitly limited to those rights necessary to enforce the promises made by Assignee in section 2. Accordingly, if Assignee asserts any of the Patent claims against any entity in a manner that breaks the promises of section 2, the Inventors, individually or jointly, may grant written nonexclusive sublicenses, without the right to further sublicense, the scope of the sublicense being limited to those rights necessary to enforce the promises made by Assignee in section 2.

	Inventor	Date:	
Richard J. Plom			
	Inventor	Date:	
Jason J. Mante			
	Inventor	Date:	*******
Ryan W. Swigart			
XVIII	Inventor	Date: 8/16/2016	•,
Mikhail Kap linskiy + + + + + + + + + + + + + + + + + + +		***************************************	
	Twitter, Inc.		
Benjamin S. Lee, Vice President, Legal.			
my comment of the part of the comments			