03/15/2017 504274101

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4320783

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/18/2014

CONVEYING PARTY DATA

Name	Execution Date	
SOLARIAT INC.	03/18/2014	

RECEIVING PARTY DATA

Name:	GENESYS TELECOMMUNICATIONS LABORATORIES, INC.
Street Address:	2001 JUNIPERO SERRA BLVD.
City:	DALY CITY
State/Country:	CALIFORNIA
Postal Code:	94014

PROPERTY NUMBERS Total: 1

Property Type	Number		
Application Number:	15458683		

CORRESPONDENCE DATA

Fax Number: (626)577-8800

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: 626-795-9900 Email: pto@lrrc.com

Correspondent Name: LEWIS ROCA ROTHGERBER CHRISTIE LLP

Address Line 1: PO BOX 29001

Address Line 4: GLENDALE, CALIFORNIA 91209

ATTORNEY DOCKET NUMBER:	136825/JEC/AJC
NAME OF SUBMITTER:	ANDREW CAUDILL
SIGNATURE:	/Andrew Caudill/
DATE SIGNED:	03/15/2017

Total Attachments: 5

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> **PATENT REEL: 041587 FRAME: 0250**

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("<u>Assignment</u>"), effective as of March 18, 2014, is entered into by and between Solariat, Inc., a Delaware corporation ("<u>Seller</u>"), and Genesys Telecommunications Laboratories, Inc., a California corporation ("<u>Buyer</u>").

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of March 18, 2014 (the "<u>Purchase Agreement</u>"), between Seller and Buyer, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the principle assets of Seller (the "<u>Acquisition</u>"); and

WHEREAS, in connection with the Acquisition, Seller has agreed to assign to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's right, title, and interest in and to all of Seller's Intellectual Property, including those certain patents and patent applications identified on Schedule A attached hereto ("Assigned Patents"), and those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

- 1. <u>Definitions</u>. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
- 2. Conveyance and Acceptance of Assigned Patents. Seller hereby sells, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Assigned Patents, any and all patents or patent applications that claim priority to the Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to the Assigned Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Patents and of this Assignment, the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of the Assigned Patents.
- 3. <u>Conveyance and Acceptance of Assigned Domain Names</u>. Seller hereby sells, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Domain Names.

4. Recordation.

a. <u>Authorization</u>. Seller hereby authorizes and requests that the Commissioner for Patents and any other sovereign official holding a

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PATENT REEL: 0**33**280 FRAME: 0254 corresponding position of authority in any other state or country, record this Assignment. Seller will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Patents.

- b. <u>Domain Names</u>. Seller hereby acknowledges and agrees that each internet domain name registrar (the "<u>Registering Authority</u>") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names. Seller will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Buyer's request and expense Seller will cooperate with Buyer to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Buyer.
- 5. <u>Governing Law</u>. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.
- 6. <u>Counterparts</u>. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.
- 7. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair, or limit in any way the rights, obligations, claims, or remedies of Seller or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

GENESYS TELECOMMUNICATIONS LABORATORIES INC.

Name: Vares Cor Title: Vice Gres.

SOLARIAT, INC.

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

> GENESYS TELECOMMUNICATIONS LABORATORIES INC.

By:_ Name: Title:

SOLARIAT, INC.

By: Sen VanScener

Title: CFO

[Signature Page to Assignment of Intellectual Property]

PATENT REEL: 033280 FRAME: 0257

SCHEDULE A

to

ASSIGNMENT OF INTELLECTUAL PROPERTY

PATENTS AND PATENT APPLICATIONS

Application Number	Filing Date	Title	Status	Publication Number	Publicatio n Date	Patent Number	Issue Date
12/851,489	8/5/2010	METHODS AND APPARATUS FOR INSERTING CONTENT INTO CONVERSATIONS IN ON-LINE AND DIGITAL ENVIRONMENTS	Issued			7,921,156	4/5/2011
13/040,092	3/3/2011	METHODS AND APPARATUS FOR INSERTING CONTENT INTO CONVERSATIONS IN ON-LINE AND DIGITAL ENVIRONMENTS	Issued	20120036182	2/9/2012	8,271,583	9/18/2012
13/598,261	8/29/2012	METHODS AND APPARATUS FOR INSERTING CONTENT INTO CONVERSATIONS IN ON-LINE AND DIGITAL ENVIRONMENTS	Published	20120324016	12/20/2012		
13/529,547	6/21/2012	METHODS AND APPARATUS FOR RECOGNIZING AND ACTING UPON USER INTENTIONS EXPRESSED IN ON-LINE CONVERSATIONS AND SIMILAR ENVIRONMENTS	Issued	20120265819	10/18/2012	8,521,818	8/27/2013
14/032,893	9/20/2013	SOCIAL CONTENT DISTRIBUTION NETWORK	Published	20140025496			
14/135,133	12/19/2013	SOCIAL CONTENT DISTRIBUTION NETWORK	Pending		-		
61/703,599	9/20/2012	SOCIAL CONTENT DISTRIBUTION NETWORK	Expired		·		
13/964,073	8/10/2013	METHODS AND APPARATUS FOR DETERMINING OUTCOMES OF ON-LINE CONVERSATIONS AND SIMILAR DISCOURSES THROUGH ANALYSIS OF EXPRESSIONS OF SENTIMENT DURING THE CONVERSATIONS	Published	20130325992	12/5/2013		

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PATENT REEL: 043280 FRAME: 0256

RECORDED: 03/15/2017