# 504295824 03/29/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4342505

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY	DATA					
		Name	Execution Date			
/UCLIP, INC.			12/31/2015			
RECEIVING PARTY D	ΑΤΑ					
Name:	VUCLIP	(SINGAPORE) PTE. LTD.				
Street Address:	6 TEMA	SEK BOULEVARD #41-04A/5				
Internal Address:	SUNTE	C TOWER FOUR				
City:	SINGAF	PORE				
State/Country:	SINGAF	PORE				
Postal Code:	038986					
Property Type	e	Number				
Property Type	e	<b>Number</b> 15187499				
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#### **EXECUTION VERSION**

### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") dated as of 31 December, 2015 (the "Effective Date") by and between:

- VUCLIP, INC., incorporated and registered in California, the United States of America whose office is situated at 1551 McCarthy Blvd., Suite 213, Milpitas, CA 95035, U.S.A. ("Assignor"); and
- (ii) VUCLIP (SINGAPORE) PTE. LTD., incorporated and registered in the Republic of Singapore whose registered office is situated at 6, Temasek Boulevard, #41-04A/5, Suntec Tower Four, Singapore 038986, ("Assignce").

### WITNESSETH:

WHEREAS, Assignor and Assignee, among others, entered into a certain Asset Purchase Agreement, dated as of 31 December, 2015 (the "Asset Purchase Agreement");

WHEREAS, under the Asset Purchase Agreement Assignor agreed to transfer its rights in the Assigned Patents (as defined below) to Assignee; and

WHEREAS, Assignor now wishes to assign to Assignee its right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. <u>Assignment</u>. Assignor hereby assigns, conveys and transfers to Assignee its right, title, and interest in and to all of the patents and patent applications set forth on Schedule 1 attached hereto (collectively, the "Assigned Patents"), in each case, subject to all existing encumbrances. Pursuant to the foregoing assignment, each of the Assigned Patents shall hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Agreement had not been made. The foregoing assignment includes, without limitation, the rights of Assignor, if any, to (A) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for the Assigned Patents; (B) prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuationsin-part, substitutes, extensions and all other applications, and by defending any post

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issue proceedings, including Post Grant reviews, Inter Parte Reviews, Covered Business Method Reviews, in respect of the Assigned Patents; (C) claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) all causes of action, remedies and other enforcement rights relating to the Assigned Patents including the right to initiate and maintain legal proceedings in respect of any past, present or future infringements thereof and to seek and recover damages or other compensation in respect of such infringements, and the right to fully and entirely stand in the place of the applicable Assignor in all matters related to the Assigned Patents.

ţ)

2. <u>Authorization</u>. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the "Applicable IP Offices") to: (A) issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the Assignor's interest therein; and (B) record Assignee as the assignee of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

3. <u>Further Assurances</u>. Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement, including, without limitation, by providing executed originals of short-form assignment agreements entered into by Assignor and Assignee on the Effective Date for filing or otherwise evidencing the assignments set forth in this Agreement with the Applicable IP Offices; provided, however, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.

4. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

5. <u>General Provisions</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions.

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## **SCHEDULE 1**

## PATENTS

## Table 1 – Issued Patents

Coun	Application	Attorney	Filing	Title	Inventor(s)
try	No.	Docket No.	Date		
U.S.	13/386,487	17901NP	9 Apr	Method of streaming	Areef Reza
			2012	media to heterogeneous	
				client devices	
U.S.	14/600,003	80001-0011	19 Jan	Offline content	Nickhil Jakatdar,
			2015	distribution networks	Arun Prakash,
					Areef Reza, Bo
					Shen

# Table 2 – Pending Patents

Coun try	Application No.	Attorney Docket No.	Filing or 371 (c) Date	Title	Inventor(s)
India	169/MUMN P/2012		20 Jan 2012	Method of streaming media to heterogeneous client devices	Areef Reza
U.S.	13/820,431	18447NP	20 May 2013	Systems and methods for resilient media streaming	Areef Reza
U.S.	13/820,434	18448NP	13 May 2013	Systems and methods for client-side media chunking	Areef Reza
U.S.	14/361,275	18920NP	28 May 2014	Method of determining transport parameters for efficient data transport across a network	Areef Reza
U.S.	14/556,477	19088CON	1 Dec 2014	Method of streaming media to heterogeneous client devices (Continuation of 13/386,487)	Areef Reza
U.S.	14/626,559	80001-0012	19 Feb 2015	Media device knowledge base	Kelly Qian, Bo Shen
U.S.	14/842,585	80001-0078	1 Sep 2015	State-based subscription authorization system with fall-back	Shishir Shroff, Bo Shen
U.S.	14/878,360	80001-0080	8 Oct 2015	Offline content distribution networks (Continuation of 14/600,003)	Nickhil Jakatdar, Arun Prakash, Areef Reza, Bo Shen

Coun	Application	Attorney	Filing	Title	Inventor(s)
try	No.	Docket No.	Date		
U.S.	TBD	80001-0079	TBD	Server-Based Video	Minghui Li,
				Stitching	Yaochun Huang,
				_	Bo Shen
U.S	TBD	80001-0081	TBD	Content Management	Bo Shen, Jian
				Systems	Ding

# Table 3 – Applications to be filed

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

Assignor:

VUCLIP, INC.

Mahatan By\_

Name:Nickhil Harshavardhan Jakatdar Title: Director

Assignee:

VUCLIP (SINGAPORE) PTE. LTD.

Name: Chan Morry Wai, Judreus John By Chang

Title: Director

**RECORDED: 03/29/2017**