

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4348088

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	W. LEO HOARTY	03/13/2017
RECEIVING PARTY DATA		
Name:	INSCAPE DATA, INC.	
Street Address:	39 TESLA	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	62086113	
Application Number:	14953994	
Application Number:	15290848	
Application Number:	15290969	
PCT Number:	US1562945	
CORRESPONDENCE DATA		
Fax Number:		
<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:	akakoliris@kilpatricktownsend.com	
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP	
Address Line 1:	TWO EMBARCADERO CENTER, SUITE 1900	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-3834	
ATTORNEY DOCKET NUMBER:	098039-0938780	
NAME OF SUBMITTER:	ATHENA KAKOLIRIS	
SIGNATURE:	/Athena Kakoliris/	
DATE SIGNED:	03/31/2017	
Total Attachments: 5		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*"), dated March 8, 2017 (the "*Effective Date*"), is made and entered into between Inscape Data, Inc. (fka VIZIO Inscape Technologies, LLC, fka Cognitive Media Networks, Inc., fka TV Interactive Systems, Inc.) (the "*Purchaser*"), and W. Leo Hoarty, an individual (the "*Seller*").

WITNESSETH:

WHEREAS, the Purchaser is purchasing from the Seller certain assets, including the Assigned Intellectual Property, for good and valuable consideration;

WHEREAS, to induce the Purchaser to enter this Agreement, and as an express condition thereto, the Purchaser has required the execution and delivery of this Assignment by the Seller;

WHEREAS, Purchaser wishes to commercialize product(s) that include audio automated content recognition (ACR) technology and to pursue the Assigned Intellectual Property without impediment; and

WHEREAS, the Seller owns certain intellectual property that is used by, is held for use by or is otherwise exploited by the Seller in Seller's business as now conducted and as presently proposed to be conducted, including but not limited to the intangible rights and property of Seller more particularly described in the IP Schedule.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Assignment, the following terms will have the meanings specified below:

"Intellectual Property" means all patents, patent applications, trademarks (whether registered or unregistered), trademark applications, service marks, trade names, service names, brand names, logos, registered copyrights, software, trade secrets, know how, licenses, domain names, web addresses, web sites, mask works, information and proprietary rights and processes.

"Assigned Intellectual Property" means Intellectual Property that is used by, is held for use by or is otherwise exploited by the Seller in Seller's audio ACR invention, proposed design and/or commercial embodiment as described in the IP Schedule attached to this Agreement.

2. Assignment. The Seller hereby irrevocably sells, assigns, transfers, and conveys to the Purchaser, its successors, assigns, and legal representatives, in perpetuity, any and all right, title, and interest in and to all of the Assigned Intellectual Property, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing.

3. Further Assurances. The Seller will, at Purchaser's cost and expense, promptly execute and deliver to the Purchaser any other documents necessary to complete the timely transfer

of the Assigned Intellectual Property to the Purchaser. In addition, the Seller will, at the Purchaser's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid the Purchaser, its successors, assigns, and nominees to obtain and enforce proper protection for the Assigned Intellectual Property in all countries, and asserts that it will not execute any agreements inconsistent therewith. Without limiting the foregoing, the Seller hereby irrevocably designates and appoints the Purchaser and its duly authorized officers and agents as the Seller's agent and attorney-in-fact to act for and on its behalf and instead of the Seller, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Assigned Intellectual Property and improvements thereto with the same legal force and effect as if executed by the Seller.

4. Sellers Representations, Warranties and Covenants. In order to induce Buyer to enter into this Agreement, Seller hereby represents, warrants, covenants and acknowledges the following:

(a) Residence and Authority. Seller is an individual residing in the State of California. Seller has full right, power and authority to execute and deliver this Agreement and to carry out any related transactions contemplated hereby and thereby. All acts or proceedings required to be taken by Seller to authorize the execution, delivery and performance of this Agreement, and the consummation of the assignment contemplated hereby and thereby, have been duly and properly taken by Seller.

(b) Enforceability. This Agreement contemplated to be executed by Seller have been duly executed and delivered by Seller and constitute the lawful, valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity.

(c) No Conflict; Consents. The execution and delivery of this is not prohibited by, and does not violate or conflict with any provision of, and does not result in a default under or a breach of (i) any contract, agreement, permit, license or other instrument to which Seller is a party or by which he is bound, (ii) any order of any governmental authority applicable to Seller, or (iii) any law applicable to Seller. No approval, authorization, consent or other order or action of or filing with any person or governmental authority is required for the execution and delivery by Seller of this Agreement.

(d) Ownership of Unencumbered Assets. Seller owns the Assigned Intellectual Property, free and clear of all encumbrances and has not taken nor will take any action that would encumber the Assigned Intellectual Property or prevent the commercial embodiments thereof.

5. Seller's Cessation of Use of the Assigned Intellectual Property. Seller will provide to the Purchaser all documentation in the Seller's possession on the Effective Date and necessary to fully produce and exploit all trade secrets and other confidential information that relates to the Assigned Intellectual Property and Seller will (i) except as requested by the Purchaser for further consulting work by Seller, destroy all remaining copies of all printed or electronic media in the Seller's possession relating to such documentation, trade secrets and confidential information; provided, that Seller may retain copies of such documentation solely for archival purposes, and (ii) except as requested by the Purchaser, cease all use, commercialization and development of, and forever refrain from using in any manner, the trade secrets and any confidential information that

relates to the Assigned Intellectual Property.

6. Waiver of Moral Rights. The Seller hereby irrevocably waives all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

7. Irrevocable and Binding Assignment. The Seller acknowledges that this Assignment is irrevocable and binding on the Seller's successors and assigns. The Seller does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder the Purchaser's exercise of any of the rights granted herein; or (c) enjoin, restrain, or otherwise hinder, by court order or otherwise, the use, sale, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Assigned Intellectual Property and any derivative works thereof.

8. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of California without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

9. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one (1) of such counterparts.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment Agreement as of the date first above written.

W. LEO HOARTY

W. Leo Hoarty

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

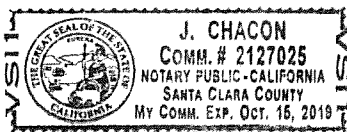
COUNTY OF Santa Clara) ss

On this 13th day of March, 2017 before me, J. Chacon, Notary Public
personally appeared W. Leo Hoarty, who proved to me on the basis of satisfactory

evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



J. Chacon

Name: J. Chacon

(NOTARIAL SEAL)

IP SCHEDULE

SELLER REGISTERED INTELLECTUAL PROPERTY

1. Compatible Audio Matching provisional patent application filed on December 1, 2014 and assigned US Application No. 62/086,113.
2. Applications claiming priority to the 62/086,113 provisional, including US Application No. 14/953,994 filed on November 30, 2015 (Issued on September 21, 2016 as US Pat. No. 9,465,867), pending US Application Nos. 15/290,848 & 15/290,969 both filed on October 11, 2016, and pending PCT Application No. PCT/US15/62945 filed on November 30, 2015.
3. System architecture description, commercialization plans and technical diagrams for creating an audio automated content recognition (ACR) product or service for deployment in smart TVs or TV set-tops for the purpose of identifying rendered content.
4. Any and all source code (with comments) related to audio ACR and documentation related thereto developed for Purchaser by Seller.
5. Research documents pertaining to: (1) audio content matching systems; (2) digital signal processing algorithms; and, (3) various prior art documents of ACR systems that might be relevant to the Assigned Intellectual Property.