

## PATENT ASSIGNMENT COVER SHEET

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT         |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT             |
| <b>CONVEYING PARTY DATA</b>   |                        |
| <b>Name</b>   | <b>Execution Date</b>  |
| LINGOSPOT, INC.   | 04/29/2016             |
| <b>RECEIVING PARTY DATA</b>   |                        |
| <b>Name:</b>  | PIKSEL, INC.           |
| <b>Street Address:</b>  | 1209 ORANGE STREET     |
| <b>City:</b>  | WILMINGTON             |
| <b>State/Country:</b>   | DELAWARE               |
| <b>Postal Code:</b>   | 19801                  |
| <b>PROPERTY NUMBERS Total: 1</b>  |                        |
| <b>Property Type</b>  | <b>Number</b>          |
| Patent Number:  | 7475010                |
| <b>CORRESPONDENCE DATA</b>  |                        |
| <b>Fax Number:</b>  | (720)204-5669          |
| <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> |                        |
| <b>Phone:</b>   | 720-204-5666           |
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| <b>Correspondent Name:</b>  | HOLZER PATEL DRENNAN   |
| <b>Address Line 1:</b>  | 216 16TH ST.           |
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| <b>Address Line 4:</b>  | DENVER, COLORADO 80202 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 394023USP              |
| <b>NAME OF SUBMITTER:</b>   | CATHI VANFLEET         |
| <b>SIGNATURE:</b>   | /Cathi VanFleet/       |
| <b>DATE SIGNED:</b>   | 04/04/2017             |
| <b>Total Attachments: 4</b>   |                        |
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| source=Assignment_394023USP#page3.tif   |                        |
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of April 29, 2016 (the "Effective Date"), is made and entered into between Pikel, Inc., a Delaware corporation having a principal place of business at 1250 Broadway, Suite 1902, New York, NY 10001 (the "Assignee") and Lingospot, Inc., a Delaware corporation having a principal place of business at 15206 Ventura Blvd., Suite 209, Sherman Oaks, CA 91403 (the "Assignor") (each of the Assignee and the Assignor, a "Party," and collectively, the "Parties").

WHEREAS, by an Asset Purchase Agreement dated as of April 29, 2016 between the Assignee and the Assignor (the "Asset Purchase Agreement"), the Assignee has agreed to purchase from the Assignor and the Assignor has agreed to sell, transfer, assign, convey and deliver to the Assignee the "Purchased Assets" (as such term is defined in the Asset Purchase Agreement); and

WHEREAS, the Assignor wishes to assign to the Assignee and the Assignee wishes to accept the assignment of all of the Assignor's Intellectual Property related to the Assignor's business (the "Business");

NOW, THEREFORE, in consideration of the promises set forth in the Asset Purchase Agreement and for good and valuable consideration as set forth therein, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. The Assignor agrees to assign to the Assignee or its designee, and does hereby so assign, absolutely with full title guarantee all its property, right, title and interest in and to: (a) patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world related to the Business (collectively referred to as the "Intellectual Property"); and (b) the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property whether occurring before, on, or after the date of this Assignment. The Intellectual Property includes but is not limited to the intellectual property listed on Schedule A. Assignee hereby accepts such assignment.

2. Moral Rights. The Assignor irrevocably and unconditionally waives in favor of the Assignee all and any moral or equivalent rights however conferred which the Assignor may now or at any time possess in respect of the works comprised within the Intellectual Property in so far as legally possible in any part of the world.

3. Further Assurance.

- a. The Assignor shall, at the request and cost of the Assignee, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which the Assignee reasonably considers necessary to give full effect to this Assignment or to vest in the Assignee the full benefit of the Intellectual Property including registration of the Assignee as applicant or proprietor of the Intellectual Property.

- b. The Assignor shall, at the request and cost of the Assignee, assist the Assignee with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Intellectual Property.
- c. In order to secure the performance of the Assignor's obligations under this Assignment by way of security, the Assignor irrevocably and unconditionally appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignee that any instrument or act falls within the authority conferred by this Assignment shall be conclusive evidence that such is the case so far as any third party is concerned.


4. Relationship to Asset Purchase Agreement. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by the Assignee or the Assignor of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement.

5. Miscellaneous. The validity, construction and enforceability of this Assignment shall be governed in all respects by the law of the State of New York. This Assignment may not be amended except in writing signed by a duly authorized representative of the respective Parties. The failure of either Party to enforce its rights under this Assignment at any time for any period shall not be construed as a waiver of such rights. This Assignment may be executed in any number of counterparts each of which when executed and delivered by one or more of the Parties hereto shall constitute an original but all of which shall constitute one and the same Assignment. In the event of a conflict between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern to the extent of such conflict.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed in their respective names and on their behalf, as of the date first above written.


**Piksel, Inc.**  
Asignee

By:  \_\_\_\_\_

Name: Fabrice Hamaide

Title: President

**Lingospot, Inc.**  
Assignor

By:  \_\_\_\_\_

Name: Nicholas Iatropoulos

Title: Chief Executive Officer

## Exhibit A

### Purchased Assets

- (a) whether or not located at the Seller's principal place of business (15206 Ventura Blvd., Suite 209, Sherman Oaks, CA 91403), all fixed assets, fixtures, structures, signage, and Seller owned improvements used by the Seller in connection with the Business.
- (b) whether or not located at the Seller's principal place of business (15206 Ventura Blvd., Suite 209, Sherman Oaks, CA 91403), all display boxes, logos, digital images, digital files, electronic files, digital archives, editorial material, research files, all seminar and sponsored industry event materials and displays, all promotional and marketing materials.
- (c) whether or not located at the Seller's principal place of business (15206 Ventura Blvd., Suite 209, Sherman Oaks, CA 91403), all files, records, documents, data, plans, proposals and all other recorded knowledge of the Seller, including all records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records (provided that the Seller may retain copies of the financial and accounting records in existence as of the Closing), creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records, whether in written, electronic, visual or other form, and, subject to Legal Requirements, copies of all personnel and other records of the Seller exclusively related to the Business.
- (d) The Flash Drive (as defined in Appendix A).
- (e) The following Patent: US Patent Number: US 7475010, Adaptive and scalable method for resolving natural language ambiguities, with a publication date of January 6, 2009 and priority date of September 3, 2013.
- (f) The following provisional patent applications: (i) CHAPTER DETECTION IN MULTIMEDIA STREAMS VIA ALIGNMENT OF MULTIPLE AIRINGS, US Patent Application No. 62/219,014 (filed 09/15/15) (ii) DYNAMIC RESOURCE ALLOCATION OF MULTIMEDIA CONTENT ON USAGE PATTERNS, US Patent Application No. 62/219,010 (filed 09/15/15) (iii) IMPROVED VIDEO STREAM DELIVERY VIA ADAPTIVE QUALITY ENHANCEMENT USING ERROR CORRECTION MODELS, US Patent Application No. 62/234,972 (filed 09/30/15), (iv) INFERRING USER CONTEXT VIA TIME-SERIES CORRELATION ANALYSIS US Patent Application No. 62/234,980 (filed 09/30/15);
- (g) all internet web sites and, to the extent transferrable, all telephone, telecopy and email addresses and listings exclusively used by the Seller in the Business;
- (h) all active customer contract of the Business, if any.
- (i) royalty free, exclusive, perpetual license to use the name "Lingospot"
- (j) all security deposits related to the principal place of business (15206 Ventura Blvd., Suite 209, Sherman Oaks, CA 91403).
- (h) any outstanding accounts receivable invoices (excluding any credit memos) as of the date of the closing, including outstanding invoices related to SeeSpace, Ltd.