

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4368397

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ARVATO DIGITAL SERVICES LLC	03/24/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	III HOLDINGS 12, LLC	
<b>Street Address:</b>	2711 CENTERVILLE ROAD	
<b>Internal Address:</b>	SUITE 400	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19808	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14836707
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(608)258-4258	
<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>	608 258-4352	
<b>Email:</b>	ipdocketing@foley.com, lmanderson@foley.com	
<b>Correspondent Name:</b>	LINDA M. ANDERSON	
<b>Address Line 1:</b>	FOLEY & LARDNER LLP	
<b>Address Line 2:</b>	150 EAST GILMAN STREET	
<b>Address Line 4:</b>	MADISON, WISCONSIN 53703	
<b>ATTORNEY DOCKET NUMBER:</b>	104985-0684	
<b>NAME OF SUBMITTER:</b>	LINDA M. ANDERSON	
<b>SIGNATURE:</b>	/Linda M. Anderson/	
<b>DATE SIGNED:</b>	04/14/2017	
<b>Total Attachments: 16</b>		
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# **ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Arvato Digital Services LLC, a Delaware limited liability company, with an office at 29011 Commerce Center Drive, Valencia, CA 91355, USA ("*Assignor*"), does hereby sell, assign, transfer, and convey unto III Holdings 12, LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, USA ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*");

(a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
5809145	US	06/28/1996	System for distributing digital information  David Slik
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9124424	US	06/17/2010	System, apparatus and method for license key permutation  David Aldis
14/836707	US	08/26/2015	System, apparatus and method for License Key permutation  David Aldis

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7882037	US	10/24/2007	Open, neutral electronic distribution system for digital content providing distribution channel support to publishers and retailers and abstract fulfillment for publishers  Karl Hirsch
15/254820	US	09/01/2016	OPEN, NEUTRAL ELECTRONIC DISTRIBUTION SYSTEM FOR DIGITAL CONTENT PROVIDING DISTRIBUTION CHANNEL SUPPORT TO PUBLISHERS AND RETAILERS AND ABSTRACT FULFILLMENT FOR PUBLISHERS  Karl Hirsch
7200760	US	12/31/2002	System for persistently encrypting critical software data to control the operation of an executable software program  Heinrich Henning Riebe
6223288	US	05/22/1998	System for persistently encrypting critical software file to prevent installation of software program on unauthorized computers  Shannon Byrne
8799411	US	05/27/2011	Method and apparatus for providing enhanced streaming content delivery with multi-archive support using secure download manager and content-indifferent decoding  David Aldis

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9124584	US	04/24/2006	Location-specific or range-based licensing system  Karl Hirsch
14/836690	US	08/26/2015	LOCATION-SPECIFIC OR RANGE-BASED LICENSING SYSTEM  Karl Hirsch

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents above and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.


Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

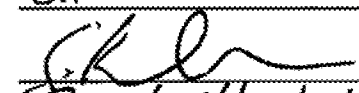
The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_  
\_\_\_\_\_ on March 24, 2017.

**ASSIGNOR:**

**Arvato Digital Services LLC**

By:   
Name: Derrick Dittell  
Title: EVP

By:   
Name: Tiana Lechbouladian  
Title: CFO

(Signature MUST be attested)




ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Dominik Dittrich and Garo Kechbouladian to the above Assignment of Patent Rights on behalf of Arvato Digital Services LLC and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Dominik Dittrich and Garo Kechbouladian is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on March 24, 2017 to execute the above Assignment of Patent Rights on behalf of Arvato Digital Services LLC.
3. Dominik Dittrich and Garo Kechbouladian subscribed to the above Assignment of Patent Rights on behalf of Arvato Digital Services LLC.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on March 24, 2017 (date)

  
Print Name: Richard Haft

ASSIGNEE:

III Holdings 12, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Signature MUST be attested)

**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of \_\_\_\_\_ to the above Assignment of Patent Rights on behalf of III Holdings 12, LLC and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. \_\_\_\_\_ is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on \_\_\_\_\_, 2017 to execute the above Assignment of Patent Rights on behalf of III Holdings 12, LLC.

3. \_\_\_\_\_ subscribed to the above Assignment of Patent Rights on behalf of III Holdings 12, LLC.

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EXECUTED on \_\_\_\_\_ (date)

Print Name: \_\_\_\_\_

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*Exhibit B-1*

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(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

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Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_.

**ASSIGNOR:**

**Arvato Digital Services LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Signature MUST be attested)*



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The undersigned witnessed the signature of \_\_\_\_\_ to the above Assignment of Patent Rights on behalf of Arvato Digital Services LLC and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. \_\_\_\_\_ is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on \_\_\_\_\_, 2017 to execute the above Assignment of Patent Rights on behalf of Arvato Digital Services LLC.
3. \_\_\_\_\_ subscribed to the above Assignment of Patent Rights on behalf of Arvato Digital Services LLC.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on \_\_\_\_\_ (date)

Print Name: \_\_\_\_\_

ASSIGNEE:

III Holdings 12, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Signature MUST be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Gavin Dean to the above Assignment of Patent Rights on behalf of III Holdings 12, LLC and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Gavin Dean is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 16<sup>th</sup> 03, 2017 to execute the above Assignment of Patent Rights on behalf of III Holdings 12, LLC.
3. Gavin Dean subscribed to the above Assignment of Patent Rights on behalf of III Holdings 12, LLC.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 16 MARCH 2017 (date)

Declan Carey  
Print Name: DECLAN CAREY