# 504357696 05/09/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4404387

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEY	ANCE:	ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY	DATA					
		Name		Execution Date		
NAGRAVISION S.A.				05/08/2017		
RECEIVING PARTY D	ΔΑΤΑ					
Name:	NAGRA	BRAVISION S.A.				
Street Address:	ROUTE I	DE GENÈVE 22 - 24				
City:	CHESEA	UX-SUR-LAUSANNE				
State/Country:	SWITZEI	RLAND				
Postal Code:	CH-1033					
		Number				
Property Typ		Number				
Patent Number: Patent Number:		154172				
Patent Number:		792297				
		8352601 7283672				
Patent Number: Patent Number:		7630556				
Patent Number:		7630557				
Patent Number:		064706				
Patent Number:	0	J64706				
CORRESPONDENCE	DATA					
Fax Number:	(6	612)339-3061				
		he e-mail address first; if tha if that is unsuccessful, it will				
Email:	•	voth@slwip-rc.com		an.		
Correspondent Name		CHWEGMAN LUNDBERG & V	NOESSNER, P.A.			
Address Line 1:						
Address Line 4:	Μ	IINNEAPOLIS, MINNESOTA 5	5402			
ATTORNEY DOCKET	NUMBER:	2050.000001				
NAME OF SUBMITTER	R:	MICHELLE VOTH				
SIGNATURE:		/Michelle Voth/	/Michelle Voth/			
DATE SIGNED:		05/09/2017				
Total Attachments: 19						

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#### RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 2050.000001

To the Director of the U.S. Patent and Trademark Office: Please					
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):				
Nagravision S.A.	Name: Nagravision S.A.				
Additional name(s) of conveying party(ies) attached?	Street Address: Route de Genève 22 - 24				
[ ]Yes [X]No	City: Cheseaux-sur-Lausanne State: Zip: CH-1033				
3. Nature of conveyance:	Country: Switzerland				
5. Wature of conveyance.	Additional name(s) & address(es) attached? []Yes [X]No				
[X] Assignment [] Merger					
[] Security Agreement [] Change of Name					
[] Other					
Execution Date: May 8, 2017					

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

# Additional numbers attached? [ ]Yes [X]No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph J. Wang

# Address:

Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 Minneapolis, MN 55402--0938 6. Total number of applications and patents involved: <u>7</u>

7. Total fee (37 CFR 3.41):\$ 0.00

[]Enclosed []Authorized to be charged to deposit account 19-0743

- 8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743
- DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph J. Wang/Reg. No. 61,123	1	11.	Inn	/ May 9, 2017
Name of Person Signing	Strate Con	~_~	Signature	Date
		Tota		ncluding cover sheet: 19
		1	,	

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Mail Stop Assignment Recordation Services P.O. Box 1450 Alexandria, VA 22313-1450

#### AMENDED ASSIGNMENT

WHEREAS, <u>Nagravision S.A.</u> an entity organized and existing under and by virtue of the laws of <u>Switzerland</u>, and having an office and place of business at <u>Route de</u> <u>Genève</u> 22-24. <u>Cheseaux-sur-Lausanne</u> <u>CH-1033</u>, <u>Switzerland</u> (hereinafter "Nagravision"), is the owner of assets identified in Exhibit A (hereinafter collectively "Assigned Patent Properties"), including all inventions and other subject matter described in the Assigned Patent Properties, and also is the owner of assets identified in Exhibit B (hereinafter collectively "Retained Patent Properties"), including all inventios; judicate the owner of and other subject matter described in the Assigned Patent Properties (hereinafter collectively "Retained Patent Properties"), including all inventions and other subject matter described in the Assigned in the Assigned Patent Properties.

AND WHEREAS, <u>OpenTV</u>. Inc., an entity organized and existing under and by virtue of the laws of <u>Delaware</u>, <u>United States of America</u>, and having an office and place of business at <u>275</u> Sacramento Street, San Francisco, CA 94111, <u>United States of America</u> (hereinafter "OpenTV"), is desirous of acquiring the entire right, title and interest in and to the Assigned Patent Properties, including all inventions and other subject matter described therein, and any patent to be obtained in relation therefor;

AND WHEREAS, Nagravision S.A. intends to retain the entire right, title and interest in and to the Retained Patent Properties, including all inventions and other subject matter described therein, and any patent to be obtained in relation therefor

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Nagravision hereby:

ASSIGNS, CONVEYS AND TRANSFERS to OpenTV Nagravision's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Assigned Patent Properties, including all original and reissued patents which bave been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of the Assigned Patent Properties;

all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions, based in whole or in part on any of the Assigned

Patent Properties (including any application for a utility model or an innovation patent application);

the right to claim priority to the Assigned Patent Properties in relation to subject matter based in whole or in part on the Assigned Patent Properties and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and the right to all causes of action, remedies, and other enforcement rights related to the Assigned Patent Properties, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the Assigned Patent Properties and any of the foregoing, including the right to obtain and collect damages and/or royalties due for past, present, or future infringement;

AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States and foreign patents granted on the Assigned Patent Properties to OpenTV;

AUTHORIZES AND REQUESTS that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 44367 may (directly or through his/her designee) delete, insert, or alter any information related to the Assigned Patent Properties or any of the foregoing, after execution of this Assignment;

WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by Nagravision, and that the full right to convey the same as herein expressed is possessed by Nagravision;

COVENANTS, that when requested and without compensation, but at the expense of OpenTV, in order to carry out in good faith the intent and purpose of this Assignment, Nagravision shall (1) secure cooperation from all present and former employees and/or inventors contributing or having contributed to the Assigned Patent Properties; (2) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Assigned Patent Properties; (3) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Assigned Patent Properties; (4) communicate to OpenTV all facts known to Nagravision relating to the Assigned Patent Properties and

#### ASSIGNMENT Attorney Docket No. 2050.000001 Page 3 of 9

the history thereof; (5) cooperate with OpenTV in any interference, reexamination, review proceeding, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Assigned Patent Properties; and (6) take such further actions as OpenTV shall reasonably consider necessary or desirable for vesting title to the Assigned Patent Properties in OpenTV, or for securing, maintaining and enforcing proper patent protection for the Assigned Patent Properties; and

COVENANTS, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, Nagravision, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

TO THE EXTENT, and only to the extent, that OpenTV is deemed to have any ownership interest in the Retained Patent Properties, and without making any warranty whatsoever regarding the Retained Patent Properties or OpenTV's ownership interest in the Retained Patent Properties, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, OpenTV hereby:

ASSIGNS, CONVEYS AND TRANSFERS to Nagravision OpenTV's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Retained Patent Properties, including all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of the Retained Patent Properties;

all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions, based in whole or in part on any of the Retained Patent Properties (including any application for a utility model or an innovation patent application);

the right to claim priority to the Retained Patent Properties in relation to subject matter based in whole or in part on the Retained Patent Properties and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and the right to all causes of action, remedies, and other enforcement rights related to the Retained Patent Properties, including without limitation the right to suc for past, present, or future infringement, misappropriation, or violation of any and all rights related to the Retained Patent Properties and any of the foregoing, including the right to obtain and collect damages and/or royalties due for past, present, or future infringement;

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review proceeding, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Assigned Patent Properties; and (6) take such further actions as Nagravision shall reasonably consider necessary or desirable for vesting title to the Retained Patent Properties in Nagravision, or for securing, maintaining and enforcing proper patent protection for the Assigned Patent Properties; and

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THIS AGREEMENT IS TO BE BINDING on the assigns, representatives, and successors of Nagravision, and is to extend to the benefit of the successors, assigns, and nominees of OpenTV.

AGREED to by Nagravision as of the Date of the Signature Below:

Nagravision:

Nagravision S	.А.
Signature:	
Printed Name:	Piene Roy
Title:	Exocutive Vice President & Chief Operating
Signature:	Office DTV
	Christophe Nicolas
Title:	Chief Information Officer

Date: 08 May 2017

ACCEPTED by OpenTV as of the Date of the Signature Below:

OpenTV:

OpenTV, Inc.

Signature:\_\_\_\_\_

Printed Name:

Title:\_\_\_\_\_

Date:\_\_\_\_\_

# EXHIBIT A

# ASSIGNED PATENT PROPERTIES

# Reisman Portfolio

Family	Patent No.	App. Number	Country	Application	File Date	Issue Date
				Status		
1	7062561	US09/576927	US	Active	5/23/2000	6/13/2006
1	7461155	US11/361358	US	Active	2/24/2006	12/2/2008
1	8255541	US12/261419	US	Active	10/30/2008	8/28/2012
1	9158764	US13/560809	US	Active	7/27/2012	10/13/2015
2	7062488	US09/651243	US	Active	8/30/2000	6/13/2006
2	6954755	US10/410352	US	Active	4/10/2003	10/11/2005
2	8185545	US11/353040	US	Active	2/14/2006	5/22/2012
2	8849842	US13/451465	US	Active	4/19/2012	9/30/2014

# Rocksteady Portfolio

Family	Patent No.	App. Number	Country	Application	File Date	Issue Date
				Status		
1	7590728	US11/076652	US	Active	3/10/2005	9/15/2009
1	8019866	US12/536700	US	Active	8/6/2009	9/13/2011
1	8060607	US12/752564	US	Active	4/1/2010	11/15/2011
1	8543693	US13/249578	US	Active	9/30/2011	9/24/2013
1	8977747	US14/032460	US	Active	9/20/2013	3/10/2015

#### EXHIBIT B

# RETAINED PATENT PROPERTIES

#### Geocom Portfolio

	Potent Po	App. Number	Copmity	Application Status	File Date	issue Dave
1	6154172	US09/052746	US	Active	3/31/1998	11/28/2000
1	7792297	US09/647635	US	Active	3/30/1999	9/7/2010
1	8352601	US12/807464	US	Active	9/3/2010	1/8/2013

# Imagio Portfolio

Statiy	Patont No	App Number	Country	Application	Pile Date	issue Onte
1	7283672	US09/681948	US	Active	6/29/2001	10/16/2007
1	7630556	US11/684651	US	Active	3/12/2007	12/8/2009
1	7630557	US11/684652	US	Active	3/12/2007	12/8/2009
1	8064706	US12/623390	US	Active	11/21/2009	11/22/2011

#### AMENDED ASSIGNMENT

WHEREAS, <u>Nagravision S.A.</u> an entity organized and existing under and by virtue of the laws of <u>Switzerland</u>, and having an office and place of business at <u>Route de</u> <u>Genève 22-24</u>, <u>Cheseaux-sur-Lausanne CH-1033</u>, <u>Switzerland</u> (hereinafter "Nagravision"), is the owner of assets identified in Exhibit A (hereinafter collectively "Assigned Patent Properties"), including all inventions and other subject matter described in the Assigned Patent Properties, and also is the owner of assets identified in Exhibit B (hereinafter collectively "Retained Patent Properties"), including all inventions and other subject matter described subject matter described in the Assigned Patent Properties Patent Properties.

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the right to claim priority to the Assigned Patent Properties in relation to subject matter based in whole or in part on the Assigned Patent Properties and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and the right to all causes of action, remedies, and other enforcement rights related to the Assigned Patent Properties, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the Assigned Patent Properties and any of the foregoing, including the right to obtain and collect damages and/or royaltics due for past, present, or future infringement;

AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States and foreign patents granted on the Assigned Patent Properties to OpenTV;

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AGREED to by Nagravision as of the Date of the Signature Below:

Nagravision: Nagravision S.A.

Signature:
Printed Name:
Títle:
Signature:
Printed Name:
Title:
Date:

ACCEPTED by OpenTV as of the Date of the Signature Below:

OpenTV:

OpenTV, Inc.

Signature: Printed Name: MAKK BEARIAULT

Title: SENIOR VICE PRESIDENT

Date: MAY 5, 2017

# EXHIBIT A

# ASSIGNED PATENT PROPERTIES

# **Reisman Portfolio**

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1	8543693	US13/249578	US	Active	9/30/2011	9/24/2013
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#### **EXHIBIT B**

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#### Geocom Portfolio

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.1.	8064706	US12/623390	US	Active	11/21/2009	11/22/2011