

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4426892

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	W. LEO HOARTY	02/26/2015
RECEIVING PARTY DATA		
Name:	COGNITIVE MEDIA NETWORKS, INC.	
Street Address:	1663 MISSION STREET, SUITE 520	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94103	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	14953994	
Application Number:	15290848	
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:	098039-1045021	
NAME OF SUBMITTER:	ATHENA KAKOLIRIS	
SIGNATURE:	/Athena Kakoliris/	
DATE SIGNED:	05/23/2017	
Total Attachments: 7		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Assignment**"), dated February 27, 2015 (the "**Effective Date**"), is made and entered into between Cognitive Media Networks, Inc., a Delaware corporation (the "**Purchaser**"), and W. Leo Hoarty, an individual (the "**Seller**"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of February 27, 2015, by and between the Purchaser and the Seller.

WITNESSETH:

WHEREAS, in accordance with the terms of the Purchase Agreement, the Purchaser is purchasing and assuming from the Seller certain assets (the "**Transaction**"), including the Seller Intellectual Property;

WHEREAS, to induce the Purchaser to consummate the Transaction, and as an express condition thereto, the Purchaser has required the execution and delivery of this Assignment by the Seller; 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 Section 1 and Schedule 1 of the Purchase Agreement (collectively, the "**Assigned Intellectual Property**").

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, trade secrets, licenses, domain names, web addresses, web sites, mask works, information and proprietary rights and processes.

2. Assignment. The Seller hereby irrevocably sells, assigns, transfers, and conveys to the Purchaser, its successors, assigns, and legal representatives, in perpetuity, 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 its own 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 (except to the extent that such cost and expense are related to or arise from any claim for which the Purchaser is entitled to indemnification from the Seller pursuant to the Purchase Agreement), 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. Seller's Cessation of Use of the Assigned Intellectual Property. Commencing on the Effective Date, the Seller will provide to the Purchaser all existing documentation in the Seller's possession necessary to fully produce and exploit all trade secrets and other confidential information that relates to the Assigned Intellectual Property and Seller will (i) 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/or as required to achieve the Milestones under the Purchase Agreement, and (ii) except as requested by the Purchaser and in accordance with the Purchase Agreement, cease all use 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.

5. 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.

6. 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.

7. 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.

8. 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 the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

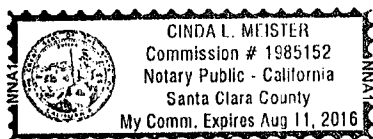
STATE OF CALIFORNIA)

COUNTY OF Santa Clara) SS

On this 26 day of February, 2015 before me, Cinda L. Meister, a 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.



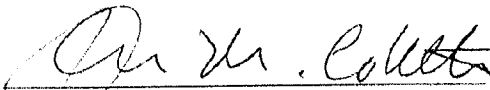
Cinda L. Meister
Name: Cinda L. Meister

(NOTARIAL SEAL)

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

PURCHASER:

COGNITIVE MEDIA NETWORKS, INC.

By: 

Name: J. Michael Collette, Jr.

Title: Chief Executive Officer

Address:

1663 Mission St, Suite 520

San Francisco, CA 94103

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

On this ____ day of _____, 20____ before me, _____ personally appeared _____, 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.

Name: _____

(NOTARIAL SEAL)

[Signature Page to Cognitive Media Networks, Inc. Intellectual Property Assignment Agreement]

PATENT
REEL: 035076 FRAME: 0100
PATENT
REEL: 042478 FRAME: 0585

ACKNOWLEDGMENT

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 San Francisco

On 02/03/15 before me, Danielle Ballard, Notary Public
(insert name and title of the officer)

personally appeared John Collette
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature

Danielle Ballard

(Seal)



PATENT

REEL: 035076 FRAME: 0101

PATENT

REEL: 042478 FRAME: 0586

SCHEDULE 4(e)(ii)

SELLER REGISTERED INTELLECTUAL PROPERTY

1. Compatible Audio Matching provisional patent application filed on December 1, 2014 and assigned application number US 62/086,113. A non-provisional filing within 12 months will be required. No application has been made in any other jurisdiction. At the time of filing of the non-provisional application due by December 1, 2015, Buyer can elect an international filing within 30 days of filing of the U.S. non-provisional application.

LEGAL124735267.10

RECORDED: 03/03/2015

RECORDED: 05/23/2017

PATENT

REEL: 035076 FRAME: 0102

PATENT

REEL: 042478 FRAME: 0587