

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4492229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLAB, INC.	06/29/2017
RECEIVING PARTY DATA	
Name:	DELOITTE DEVELOPMENT LLC
Street Address:	4022 SELLS DRIVE
City:	HERMITAGE
State/Country:	TENNESSEE
Postal Code:	37076
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9386107
Patent Number:	9450771
Patent Number:	9542669
Patent Number:	9552399
Patent Number:	9674128
Application Number:	13316788
Application Number:	15251901
Application Number:	15038426
CORRESPONDENCE DATA	
Fax Number:	(212)715-8100
<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>	
Phone:	2127159100
Email:	klpatent@kramerlevin.com
Correspondent Name:	KRAMER LEVIN NAFTALIS & FRANKEL LLP
Address Line 1:	1177 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	098056-00001
NAME OF SUBMITTER:	HELEN T. HU
SIGNATURE:	/Helen T. Hu/

DATE SIGNED:	07/06/2017
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Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of June 29, 2017, by and between Blab, Inc., a Delaware corporation (“Assignor”) and Deloitte Development LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Pacific Western Bank, a California state chartered bank and successor in interest by merger to Square 1 Bank (“Bank”) are parties to that certain Loan and Security Agreement dated as of June 29, 2015 (such agreement, as amended, supplemented or modified, together with all documents, instruments and agreements related thereto, being, collectively, the “Loan Documents”).

WHEREAS, pursuant to the Loan Documents, in order to secure Assignor’s prompt payment and performance of its obligations under the Loan Documents, Assignor granted to Bank, and Bank currently possesses, a security interest in and lien upon certain assets of Assignor, including all of the domestic and foreign patents (including certificates of invention and other patent equivalents), provisional applications, patent applications and patents issuing therefrom, in each case, set forth on Schedule A attached hereto, as well as any division, continuation or continuation in part, reissue, extension, reexamination, certification, revival or renewal of any patent, all inventions and subject matter related to such patents, in any and all forms (all of the aforesaid being hereinafter collectively referred to as the “Patents”).

WHEREAS, one or more Events of Default (as defined in the Loan Documents) has occurred and is continuing.

WHEREAS, Bank and Deloitte & Touche LLP, a Delaware limited liability partnership and an affiliate of Assignee (“Buyer”), are parties to that certain Asset Purchase Agreement, dated as of June 29, 2017 (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the “Asset Purchase Agreement”), by and between Bank and Buyer.

WHEREAS, under the terms of the Loan Documents, Bank has the right to enforce all of its remedies against Assignor and certain assets of Assignor, including the Patents.

WHEREAS, in accordance with its rights under the Loan Documents, and pursuant to the Asset Purchase Agreement, Bank has agreed to cause Assignor to assign its right, title, and interest in, to and under the Patents.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title, and interest in, to and under the Patents.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Patents, in the United States and throughout the world, including, without limitation, the right to apply for patents within or outside the United States based in whole or in part upon the Patents,

the right to sue for past, present or future infringement of the Patents and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Patents.

2. **Recording.** This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") or other governing authority, and the parties hereby authorize the PTO or such other governing authority to record this Agreement.

3. **Further Assurances.** At and from time to time following the execution of this Agreement, Assignor shall execute, or cause to be executed, such other instruments of transfer, agreements and other documents as may be reasonably necessary or appropriate to vest in Assignee (or an affiliate of Assignee designated by Assignee) title to the Patents and to effectuate with the purposes and intent of this Agreement.

4. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original of this Agreement, but all such counterparts together shall constitute but one agreement.


5. **Governing Law.** This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of North Carolina.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

BLAB, INC.

By:  _____
Name: Randy Browning
Title: CEO

ASSIGNEE:

DELOITTE DEVELOPMENT LLC

By: DELOITTE LLP, its sole member

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

BLAB, INC.

By: _____

Name:

Title:

ASSIGNEE:

DELOITTE DEVELOPMENT LLC

By: **DELOITTE LLP, its sole member**

By: _____

Name: Jack Russi

Title: Partner

{Signature page to Patent Assignment Agreement}

PATENT
REEL: 042925 FRAME: 0629

Schedule A

Patents

1. US Regular Patent No. 9,386,107, issue date 07/05/2016, entitled “Analyzing distributed group discussions”
2. US Regular Patent No. 9,450,771, issue date 09/20/2016, entitled ““Determining information inter-relationships from distributed group discussions”
3. US Regular Patent No. 9,542,669, issue date 01/10/2017, entitled “Encoding and using information about distributed group discussions”
4. US Regular Patent No. 9,552,399, issue date 01/24/2017, entitled “Displaying information about distributed group discussions”
5. US Regular Patent No. 9,674,128, issue date 06/06/2017, entitled “Analyzing distributed group discussions”
6. US Regular Patent Application No. 13/316,788, application date 12/12/2011, entitled “Methods and systems for creating self-learning, contextually relevant, targeted, marketing campaigns, in real time and predictive modes”
7. US Regular Patent Application No. 15/251,901, application date 08/30/2016, entitled “Determining information inter-relationships from distributed group discussions”
8. PCT/US Regular Patent Application No. 15/038,426, application date 05/20/2016, entitled “Analyzing distributed group discussions”