

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4516953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ICONTROL NETWORKS, INC.	03/08/2017
RECEIVING PARTY DATA	
Name:	ICN ACQUISITION, LLC
Street Address:	8281 GREENSBORO DRIVE
Internal Address:	SUITE 100
City:	TYSONS
State/Country:	VIRGINIA
Postal Code:	22102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9450776
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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>	
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ATTORNEY DOCKET NUMBER:	22888-0299001
NAME OF SUBMITTER:	ARLENE F. YATES
SIGNATURE:	/Arlene F. Yates/
DATE SIGNED:	07/24/2017
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("*Patent Assignment*"), dated as of May 9, 2017, is made by iControl Networks, Inc. ("*Assignor*"), a Delaware corporation, in favor of ICN Acquisition, LLC ("*Assignee*"), a Delaware limited liability company. Assignor and Assignee are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

WHEREAS, Assignor and Assignee and the other parties thereto have entered into that certain Asset Purchase Agreement, dated as of June 23, 2016, as amended by that certain Amendment No. 1 to Asset Purchase Agreement among the parties to such Assets Purchase Agreement dated as of November 15, 2016 and the letter agreements among the parties to such Asset Purchase Agreement dated as of February 22, 2017 and March 7, 2017 (collectively, the "*Purchase Agreement*");

WHEREAS, pursuant to the Purchase Agreement, Assignor, Assignee and the other parties thereto have entered into that certain Amended and Restated Settlement and Patent License Agreement, dated as of March 8, 2017, as amended by Amendment No. 1 thereto dated as of the date hereof (collectively, the "*Settlement and Patent License Agreement*");

WHEREAS, as between the Parties, the Assignor is the owner of the entire right, title and interest in U.S. Patent 9,450,776 (the "*Assigned Patent*"); and

WHEREAS, in connection with the foregoing, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Patent.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Purchase Agreement and the Settlement and Patent License Agreement, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Patent, including:

(a) all rights of any kind whatsoever of Assignor accruing under such Assigned Patent provided by applicable law;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to such Assigned Patent; and

(c) any and all claims and causes of action with respect to such Assigned Patent, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patent to Assignee, or any assignee or successor thereto.

3. No Modification. Nothing contained in this Patent Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Purchase Agreement, License Agreements (as such agreements may be amended) or any other agreement or amendment thereto entered into by the Parties or any of their affiliates. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Patent Assignment and the provisions of the Purchase Agreement or License Agreements, the Purchase Agreement and License Agreements (as such agreements may be amended), as applicable, shall control.

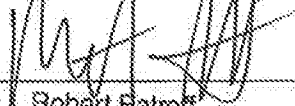
4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the date first above written.

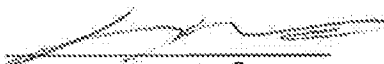
ICONCONTROL NETWORKS, INC.

By: 
Name: Robert Hatroff
Title: Executive Vice President
Global Corporate Development
and Strategy

Address for Notices:
One Comcast Center
Philadelphia, PA 19103-2838
Attn.: General Counsel

AGREED TO AND ACCEPTED:

ICN ACQUISITION, LLC

By: 
Name: Daniel Ramos
Title: Secretary

Address for Notices:
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McLean, VA 22102
Attn.: Daniel Ramos