PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4540943

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ANDRE DE SALIS	07/31/2017
EDUARDO SALAZAR	08/02/2017
JOHN SHOENBECK	08/08/2017
TIMOTHY SWISS	08/01/2017

RECEIVING PARTY DATA

Name:	LAYER3 TV, INC.
Street Address:	1660 WYNKOOP STREET
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29533072

CORRESPONDENCE DATA

Fax Number: (303)223-1111

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.

Phone: 303-223-1100

Email: patentdocket@bhfs.com

Correspondent Name: S. CRAIG HEMENWAY / LAYER3 TV, INC.

Address Line 1: 410 SEVENTEENTH STREET

Address Line 2: SUITE 2200

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	018625-0052US1
NAME OF SUBMITTER:	ELISSA A. ASARO
SIGNATURE:	/Elissa A. Asaro/
DATE SIGNED:	08/08/2017

Total Attachments: 5

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PATENT 504494241 REEL: 043232 FRAME: 0747

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PATENT REEL: 043232 FRAME: 0748

ASSIGNMENT

WHEREAS, we, Andre De Salis, whose address is 1660 Wynkoop Street, Denver, Colorado 80202, Eduardo Salazar, whose address is 1660 Wynkoop Street, Denver, Colorado 80202, John Schoenbeck, whose address is 1660 Wynkoop Street, Denver, Colorado 80202 and Timothy Swiss, whose address is 1660 Wynkoop Street, Denver, Colorado 80202 (hereinafter, individually and collectively the "Assignor"), have made a certain original and ornamental design relating to a set top box, for which we have made application for Design Letters Patent in the United States ("U.S."), titled "Set Top Box," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 29/533,072, filed on July 14, 2015 (the "Design Application") with attorney docket no. 018625-0052US1; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Design Application, and any continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Design Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Layer3 TV, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 1660 Wynkoop Street, Denver, Colorado 80202 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the design(s), the Patent Rights, and in, to, and under any and all Design Letters Patent to be obtained therefor:

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the design, Patent Rights, and any and all Design Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary

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statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filling date of the Design Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Design Application once known.

IN WITNESS WHEREOF, the Assign the date indicated below.	or hereunto has executed this Assignment upon
Date: <u>07 /31 2017</u>	By: <u>J. A.Mb</u> Andre De Salis
IN WITNESS WHEREOF, the Assign the date indicated below.	or hereunto has executed this Assignment upon
Date:	8y: Eduardo Salazar
IN WITNESS WHEREOF, the Assign the date indicated below.	or hereunto has executed this Assignment upon
Date:	By: John Schoenbeck
	John Schoenbeck
IN WITNESS WHEREOF, the Assign the date indicated below.	or hereunto has executed this Assignment upon
Oate:	By:
	By:

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statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filling date of the Design Application and otherwise take advantage of the provisions of any international conventions.

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IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date:	Bv:
	Andre De Salis
IN WITNESS WHEREOF, the date indicated below.	the Assignor hereunto has executed this Assignment upon
Date: 02 Aug 2017	By: /_/_//// Eduardo Salazar /
me date indicated below.	the Assignor hereunto has executed this Assignment upon
Date:	By: John Schoenbeck
IN WITNESS WHEREOF, the date indicated below.	he Assignor hereunto has executed this Assignment upon
Date:	Ву:
	Timothy Swice

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statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties:

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Design Application and otherwise take advantage of the provisions of any international conventions.

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IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Vale:	By:
	Andre De Salis
IN WITNESS WHEREOF, the Ass the date indicated below.	ilgnor hereunto has executed this Assignment upon
Date:	9y:
	By: Eduardo Salazar
IN WITNESS WHEREOF, the Ass the date indicated below. Date: <u>08 - 08 - 2017</u>	ignor hereunto has executed this Assignment upon By: John Schoenbeck
IN WITNESS WHEREOF, the Ass the date indicated below.	signor heraunto has executed this Assignment upon
Date:	By:
	Timothy Swiss

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statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

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IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon

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RECORDED: 08/08/2017