

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4641248

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RESPONDTV, INC.	06/28/2002
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GRISCHA CORPORATION, INC.
<b>Street Address:</b>	2835 RALSON AVENUE
<b>City:</b>	HILLSBOROUGH
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94010-6547
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7949749
<b>Patent Number:</b>	8301758
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(609)919-0143
<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>	
<b>Phone:</b>	609-734-6817
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<b>Address Line 1:</b>	4 RESEARCH WAY
<b>Address Line 4:</b>	PRINCETON, NEW JERSEY 08540
<b>ATTORNEY DOCKET NUMBER:</b>	PU050099-US
<b>NAME OF SUBMITTER:</b>	PATRICIA A. VERLANGIERI
<b>SIGNATURE:</b>	/Patricia A. Verlangieri, Reg.No. 42201/
<b>DATE SIGNED:</b>	10/16/2017
<b>Total Attachments: 7</b>	
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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (the "Agreement") is entered into as of the 28 of June, 2002 (the "Effective Date") by RespondTV, Inc. ("RespondTV"), a California corporation with principal offices at 2835 Ralston Ave, Hillsborough, CA 94010-6547, and Grischa Corporation, Inc. ("Grischa"), a Delaware corporation, with principal offices at 2835 Ralston Ave, Hillsborough, CA 94010-6547.

WHEREAS,

RespondTV has developed certain technology relating to Interactive Television (collectively the "Technology"); and

RespondTV agrees to assign and Grischa agrees to acquire, all of the intellectual property rights in the Technology.

NOW, THEREFORE, in consideration of the mutual obligations herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

### 1. Definitions

1.1 "Intellectual Property" means assets of RespondTV that include without limitations all copyrights, whether or not registered and including without limitation copyrights in all computer programs, whether in object or source code, data files, and all design, maintenance, and user documentation; U.S. and foreign patents and patent applications; U.S. and foreign trademarks and trade-names, whether or not registered and including without limitation all goodwill associated therewith, domain names, URL addresses, websites, industrial designs and industrial design applications; all confidential business information, know-how, unpatented inventions, formulae, processes, techniques, designs, patterns, shapes, trade secrets and other confidential information which relates to Technology, including but not limited to the Intellectual Property described on Exhibit A; as well as any other intellectual property rights owned or used by RespondTV in practicing the Technology or which otherwise relates to the Technology.

1.2 "Exhibit A" means Exhibit A "Intellectual Property" appended to and incorporated into this Agreement by reference and hereby deemed to be part of this Agreement.

1.3 "Parties" means RespondTV and Grischa.

1.4 Other terms used in this Agreement are defined in the context in which they are used and shall have the respective meanings there indicated.

## 2. Assignment

For good and valuable consideration, receipt of which is hereby acknowledged by RespondTV, RespondTV hereby sells, assigns and transfers to Grischa, its successors and assigns, all of the world-wide rights, titles and interests in, to and under the Intellectual Property, wherever the same subsists or shall subsist, and any renewal, extension, reversion and reissue of copyrights, trademarks and patents, and all other rights therein of any nature whatsoever, including all rights of action, powers and benefits including, but not limited to, the right to make such changes, modifications, and enhancements therein and such uses thereof as Grischa may determine. The rights by Grischa under common law and/or to the end of the term or terms of which registration/patentability of the Intellectual Property may be granted or renewed are to be enjoyed by Grischa for Grischa's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by RespondTV if this assignment and sale had not been made. RespondTV shall execute and file with the United States Patent and Trademark Office individual assignments for each patent, patent application, trademark and trademark application to be recorded with the appropriate authority 5 calendar days immediately following the Effective Date. Grischa shall be responsible for any future expenses associated with prosecution, registration and maintenance of the Intellectual Property. In consideration of this assignment Grischa shall pay RespondTV one hundred thousand one United States dollars (U.S. \$100,001) either in a form of a check of good funds drawn on a U.S. Bank or in a form of a wire transfer performed by a U.S. Bank no later than thirty (30) days from the Effective Date.

## 3. Title to Intellectual Property.

RespondTV represents and warrants that: It has good and marketable title, free and clear of restraints on transfer or assignment and free and clear of all liens, mortgages, pledges, encumbrances, security interests, or charges of any kind, other than liens for taxes, assessments or other governmental charges not yet due and payable, to all of the intellectual property rights in the Technology, including but not limited to the products and the Intellectual Property described on Exhibit A, whether tangible, intangible, real, personal or mixed. Exhibit A contains a true, accurate, and complete list of all of the patents, trademarks and service marks, trade names, copyrights, domain names, URL addresses, and other proprietary rights owned by Respond TV as to which registration has been applied for or received in the United States or in any foreign country, province or territory. RespondTV is not aware of and has not received any claim of, or been served with any legal action or proceeding alleging, that its use, possession, license, sale or transfer of the Technology or Intellectual Property has infringed or will infringe any intellectual property or other proprietary or contractual rights of any other person or entity, and none of RespondTV or any of its officers, directors or stockholders has any knowledge of any such infringement. Notwithstanding the foregoing, RespondTV shall have no liability hereunder for any fact or circumstance that might constitute a breach of

the above representations if Grischa or either of its principals was aware of such fact or circumstance prior to the execution of this Agreement.

### **Obligations of Confidence**

At all times after the Effective Date, RespondTV covenants and agrees to hold all the Intellectual Property in the strictest of confidence and not to disclose the Intellectual Property to any third party without the prior written consent of Grischa. RespondTV further covenants and agrees that at all times after the Effective Date, it will not use for its benefit, directly or indirectly, the Intellectual Property. Without limiting the generality of the foregoing, RespondTV will (A) instruct and require all of its employees, agents and consultants who have access to the Intellectual Property (other than David Kaiser) to (1) maintain the confidentiality thereof and to comply with the use restrictions herein; and (2) exercise the same degree of control, and no less than reasonable care, to safeguard the confidentiality of the Intellectual Property as they would exercise to safeguard the confidentiality of their own commercially valuable confidential information; and (B) take such action as may be reasonable to limit disclosure of the Intellectual Property and improvements thereto by its present or former employees, agents or consultants (other than David Kaiser), including instituting legal proceedings.

### **5. General Provisions**

5.1. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, U.S.A. Disputes between the Parties relating to this Agreement and/or the subject matter hereof shall be subject to the exclusive jurisdiction of the California Courts.

5.2. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns.

5.3. Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter.

5.4. Captions. All paragraph captions herein are for reference purposes only and shall not be considered in construing this Agreement.

5.5. Severability. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of the Agreement.

5.6. Entire Agreement. The terms and conditions herein contained and the provisions of the Agreement constitute the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof. No alteration, amendment, waiver,

cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to by Parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement signed as of the date and year indicated above.

RespondTV, Inc.  
By: *D. Kaiser*  
Name: David Kaiser  
Title: Chairman and CEO

Grischa, Inc.  
By: *D. Kaiser*  
Name: David Kaiser  
Title: Chairman and CEO

**Exhibit A - Intellectual Property**  
**List of RespondTV Patent Applications**

**U.S. Patent Applications**

1. U.S. Patent Application Serial # 09/231,283, *A Method, System, And Apparatus For Providing Action Selections To An Image Referencing A Product In A Video Production,* Filed 1-15-99.
2. U.S. Patent Application Serial #09/232,750, *A Method, Apparatus And System For Indexical Triggers In Enhanced Video Productions,* Filed 1-15-99.
3. U.S. Patent Application Serial # 09/320,010, *A Method, Apparatus, And Computer Program Product For Server Bandwidth Utilization Management,* Filed 5-26-99.
4. U.S. Patent Application Serial #09/318,493, *A Method, Apparatus, And Computer Program Product For Efficient Server Response Generation Using Intermediate State Caching,* Filed 5-25-99.
5. U.S. Patent Application Serial # 09/363,978, *A Method, Apparatus, And Computer Program Product For Automatic Page Suppression In Forms,* Filed 7-29-99.
6. U.S. Patent Application Serial # 09/364,170, *A Method, Apparatus, And computer Program Product For Deferred Completion Of Multi-Step User Transaction Applications,* Filed 7-29-99.
7. U.S. Patent Application Serial # 09/954,144, *A Method And System For Video Enhancement Transport alteration,* Filed 9-12-01.
8. U.S. Patent Application Serial # 09/636,393, *A Method And System For Controlling And Auditing Content/Service Systems,* Filed 8-9-00.
9. U.S. Patent Application Serial # 09/635,737, *A Method And System For Controlling And Auditing Content/Service Systems,* Filed 8-9-00.
10. U.S. Patent Application Serial # 09/635,735, *A Method And System For Controlling And Auditing Content/Service Systems,* Filed 8-9-00.
11. U.S. Patent Application Serial # 09/636,388, *A Method And System For Controlling And Auditing Content/Service Systems,* Filed 8-9-00.
12. U.S. Patent Application Serial # 09/636,037, *A Method And System For Controlling And Auditing Content/Service Systems,* Filed 8-9-00.

13. U.S. Patent Application Serial # 09/635,723, *A Method And System For Controlling And Auditing Content/Service Systems*, Filed 8-9-00.
16. U.S. Patent Application Serial # 09/635,736, *A Method And System For Controlling And Auditing Content/Service Systems*, Filed 8-9-00.
17. U.S. Provisional Patent Application Serial # 60/379,076, *Audience Aggregator*, Filed 5-8-02.

#### Foreign Patent Applications

1. Australian Patent Application No. 27181/00, *System Allowing Selection Of Products In A Video Production By Using Reference Images*, International Filing Date 1-14-00, Priority Date 1-15-99.
2. Canadian Patent Application No. 2359003, *System Allowing Selection Of Products In A Video Production By Using Reference Images*, International Filing Date 1-14-00, Priority Date 1-15-99.
3. European Patent Application No. 00905520.3, *System Allowing Selection Of Products In A Video Production By Using Reference Images*, International Filing Date 1-14-00, Priority Date 1-15-99.
4. European Patent Application No. 00935828.4, *Server Bandwidth Utilization Management*, International Filing Date 5-24-00, Priority Date 5-26-99.
5. European Patent Application No. 00937517.1, *Method, Apparatus, And Computer Program Product For Efficient Server Response Generation Using Intermediate State Caching*, International Filing Date 5-24-00, Priority Date 5-25-99.
6. European Patent Application No. 00955246.4, *Automatic Page Suppression*, International Filing Date 7-28-00, Priority Date 7-29-99.
7. European Patent Application No. 00952156.8, *Method, Apparatus, And computer Program Product For Deferred Completion Of Multi-Step User Transaction Applications*, International Filing Date 7-28-00, Priority Date 7-29-99.
8. Japanese Patent Application No. 2000-594252, *System Allowing Selection of Products In A Video Production By Using Reference Images*, International Filing Date 1-14-00, Priority Date 1-15-99.
9. International Patent Application No. PCT/US00/00017, *System Allowing Selection Of Products In A Video Production By Using Reference Images*, International Filing Date 1-14-00, Priority Date 1-15-99.



10. International Patent Application No. PCT/US00/09821, *Method, Apparatus, And Computer Program Product For Server Bandwidth Utilization Management*, International Filing Date 5-24-00, Priority Date 5-26-99.
11. International Patent Application No. PCT/US00/09820, *Method, Apparatus, And Computer Program Product For Efficient Server Response Generation Using Intermediate State Caching*, International Filing Date 5-24-00, Priority Date 5-26-99.
12. International Patent Application No. PCT/US00/19553, *Method, Apparatus, And Computer Program Product For Automatic Page Suppression In Forms*, International Filing Date 7-28-00, Priority Date 7-29-99.
13. International Patent Application No. PCT/US00/19552, *Method, Apparatus, And Computer Program Product For Deferred Completion Of Multi-Step User Transaction Applications*, International Filing Date 7-28-00, Priority Date 7-29-99.