

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4655696

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SNAP NETWORKS PVT. LTD.	08/03/2015
RECEIVING PARTY DATA	
Name:	BRANCH MEDIA LABS, INC.
Street Address:	2901 TASMAN DRIVE, SUITE 107
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14052364
CORRESPONDENCE DATA	
Fax Number:	(202)244-3088
<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:	847-289-5228
Email:	chartness@fwiplaw.com
Correspondent Name:	SYED S. AHMED
Address Line 1:	900 SECOND AVENUE SOUTH, SUITE 600
Address Line 2:	FIALA & WEAVER P.L.L.C. C/O CPA GLOBAL
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	H16.0012US01
NAME OF SUBMITTER:	SYED S. AHMED
SIGNATURE:	/Syed S. Ahmed, #64,587/
DATE SIGNED:	10/24/2017
Total Attachments: 11	
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source=Branch Media Labs - Asset Assignment Agreement (SNAP) (August 2015)#page11.tif

ASSET ASSIGNMENT AGREEMENT

This Asset Assignment Agreement (this "Agreement") is entered into as of August 3, 2015 (the "Effective Date") by and between Branch Media Labs, Inc., a Delaware corporation ("Company"), on the one hand, and, on the other hand, (a) each of the directors listed on Attachment 1 (each a "Director" and collectively the "Directors"), and (b) SNAP Networks Pvt. Ltd., (the Directors and SNAP Networks Pvt. Ltd. are each individually and collectively, the "Assignor" and except as provided herein, are jointly and severally obligated hereunder with respect to the obligations of Assignor, but, except as otherwise expressly stated herein, any performance or notice by Company to Snap Networks Pvt. Ltd. shall be considered performance and notice to Assignor, including all Directors).

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Company exclusively throughout the world (and free and clear of all encumbrances) all rights, title and interest in and to the Assets (the "Assignment"), which Assignment will be effective on the Effective Date, except that such Assignment is subject to any legally required filings and consents of the government of India, which filings and consents Assignor will use all best efforts to promptly obtain. The date on which the Assignment ultimately occurs is the "Assignment Date". The "Assets" shall mean (whether or not now existing): (i) the subject matter referred to in Exhibit 1 (which Exhibit 1 is attached hereto and incorporated herein by this reference), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof, (iii) all improvements, extensions, new versions, successors, derivatives, modifications, and enhancements of or relating to or based on or arising out of any of the foregoing (iv) all copyrights, patent rights, trade secret rights, trademark rights, domain name rights, mask works rights, *sui generis* database rights, moral rights and other intellectual property rights, and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or relevant to any of the foregoing, and (v) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future use or violation or infringement of any of the foregoing. Assignor will have a nonexclusive, nonsublicensable, nontransferable, limited license to use the Assets solely to the minimum extent required to fulfill its obligations with respect thereto existing on the Effective Date and only for the minimum required duration of each such obligation (all of which are listed on Exhibit 2, which Exhibit 2 is attached hereto and incorporated herein by this reference, the "Existing Obligations"). The license set forth in the immediately preceding sentence will terminate upon the earlier of: (a) the termination or expiration of each applicable agreement; or (b) the date each such agreement would have expired but for any extensions after the Effective Date.

2. Consideration. [REDACTED]

3. Technology Transfer. Assignor will, at Company's request, which request Company may make from time to time and at any time, in its sole and absolute discretion, promptly deliver the requested Assets (which delivery will be accomplished by electronic transmission to the extent possible, unless otherwise requested by Company); until delivery Assignor will be holding all such Assets as a fiduciary for and on behalf of Company.

4. Further Assurances. Assignor shall assist Company in every proper way to evidence, record and perfect the foregoing assignment (including without limitation promptly performing all acts necessary to effect the re-registration of the Domain Name (as defined in Exhibit 1) and to perfect, obtain, maintain, enforce, and defend any rights assigned). Assignor hereby irrevocably designates and appoints Company as its agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Assignor's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Assignor or anyone else retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to, and provides and will provide all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, Company; Assignor represents, warrants and agrees that no Moral Rights will be asserted with respect thereto.

5. Assumption of Liabilities. Except as expressly stated in this Agreement, Company shall not, by the execution, delivery or performance of this Agreement or otherwise, assume or otherwise be responsible for any liability or obligation of Assignor of any nature, or claims of such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, whether arising out of acts or occurrences prior to, at or after the date hereof.

6. Confidential Information. Assignor will not use (except to the minimum extent required to fulfill Existing Obligations) or disclose anything assigned to Company hereunder or any other technical or business information or plans of Company (or the terms or existence of this Agreement) except to the extent Assignor can document that such information is generally available (through no fault of Assignor) for use and disclosure by the public without any charge, license or restriction. Assignor recognizes and agrees that there is no adequate remedy at law for its breach of this Agreement, that such a breach would irreparably harm Company and that Company is entitled to equitable relief (including, without limitation, injunctive relief and specific performance) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

7. Representations, Warranties and Covenants. Assignor represents and warrants as of the Effective Date and the Assignment Date that: (a) Assignor is the sole owner and sole creator the Assets and of all rights, title and interest in the Assets and the Assets were

created for its account (solely by its employees) and not with (or in the course of work for) anyone else and not as a work-made-for-hire for a third party; (b) Assignor has the right to make the Section 1 assignment and to otherwise enter and perform this Agreement, has received all necessary authorizations (including, with limitation, any necessary approvals of its board, members, stockholders and creditors), and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and to otherwise fully perform this Agreement, including without limitation, assignments of all right, title and interest with respect to any and all Assets from all its employees and other persons who may have in any way created or contributed to the Assets; (c) Assignor has not previously transferred or licensed or given any right with respect to anything purportedly assigned hereunder (except as expressly stated herein); (d) the Assets will be assigned and delivered free and clear of all liens and encumbrances (except as expressly stated herein); (e) the Assigned Agreements (as defined in Exhibit 1) are in full force and effect, are not being breached, and there is no basis (or purported basis) for any termination or loss or change in rights or obligations thereunder (either with or without the passage of time or the giving of notice) and there is no reason to expect any assertion to the contrary; (f) none of the Assets or any production or use thereof will infringe, misappropriate or violate any intellectual property or other right of Assignor or any other person or entity; (g) Assignor is not aware of any claim (or any basis or purported basis for a claim) by any third party relating in any way to any of the Assets and has no reason to expect that any such claim may be forthcoming; (h) Assignor shall not register, attempt to register, obtain, or use any domain name, trade mark, service mark or trade name similar to the Domain Name anywhere in the world; (i) Assignor shall not take any action to prevent or otherwise interfere with Company's or its licensees' or successors' use of the Domain Name or any similar mark or name; (j) neither this Agreement nor the execution or performance thereof will in any way violate or breach (or cause the violation or breach of) any contractual or other right of any third party or any obligation of Company or any affiliate; (k) none of the Assets is or contains or is derived from or depends on or links to or uses any free, public, shareware, open source or similar code (or any third party code of any nature), except as clearly and accurately stated in Exhibit 3, which Exhibit 3 is attached hereto and incorporated herein by reference, which lists any such code (including its name, the URL for the location from which it was downloaded, the URL for its license, whether and how it has been modified, where and how it is found or used in or with or in connection with any Asset, whether and when and to whom it was distributed or otherwise provided or made available (including as a service) to any person other than an employee of Assignor acting as such); (l) Assignor has provided to Company in writing its good faith estimates of amounts (including, without limitation, attorney fees) that are likely to be required to be paid during the 12 month period following the Effective Date in connection with Assigned Agreements, patents and patent applications relating to the Assets (assuming that Company wishes to continue with all such Assigned Agreement, patents and patent application and all activities that have been commence with respect thereto), as well as a schedule showing when and to whom such amount would likely be paid; (m) the individuals within the definition of "Assignor" constitute all directors, members, equity holders, officers, employees and creditors of SNAP Networks Pvt. Ltd.; and (n) the consideration provided hereunder constitutes at least full and fair value for the Assets as demonstrated by the failure of Assignor to find any alternative buyer for the Assets willing to provide consideration close to the consideration hereunder, in spite of diligent efforts to do so. From the date of this Agreement until the period that is twelve months following any Change in Control Payment, Assignor shall defend, indemnify and hold Company and its officers, directors, agents and employees harmless

from liability (including all damages, losses, costs and attorneys fees) arising out of any assertion contrary to any of the foregoing or arising out of Assignor's breach of this Agreement, provided, however, that any liability of an Assignor, other than SNAP Networks Pvt. Ltd., shall be limited to the value of any Consideration received. To the extent it has not already done so, each person and entity within the definition of Assignor (for itself personally and as a director, member, stockholder, officer, employee, creditor and otherwise) hereby makes, grants, and gives all approvals, consents, authorization, assignments and other actions contemplated by the foregoing representations.

8. Transition. Assignor shall use best efforts to transition the DNS registry entries relating to the Domain Name to Company's designated IP address the within one week of Effective Date or, at Company's option, on a schedule to be provided by Company. Assignor shall also use best efforts to assign required third-party software licenses to Company.

9. Non-Competition. SNAP Networks Pvt. Ltd. agrees that (except to the minimum extent required to fulfill Existing Obligations and/or to liquidate inventory) for one year following the Effective Date, SNAP Networks Pvt. Ltd. will not directly or indirectly engage in any activity that is in the same field as the Assets, and will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business competitive with the Assets or the Company's business relating thereto. Notwithstanding the foregoing, and for the purpose of liquidating its inventory, Assignor may continue to use the domain names identified in Exhibit 1 for the shorter of (i) six (6) months or (ii) until Assignor liquidates such inventory.

10. Miscellaneous. Assignor is fully and solely responsible for any income, sales, use, value-added or other taxes in connection with this Agreement. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties as set forth above (or such other address as a party may designate by ten (10) days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware without regard to conflicts of law provisions thereof. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Assignor may not assign this Agreement or any of its rights or obligations hereunder, without the written consent of Company and any attempt to do so shall be void; Company may assign this Agreement in whole or in part to a successor to substantially all its business or assets relating to the subject matter of this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

11. Arbitration. In the event that any dispute arising from or relating to the subject matter of this Agreement cannot be resolved in the normal course of business within a period of sixty (60) days after notice of a dispute has been given by one party hereunder to the other (the last day of such sixty (60) day period being herein referred to as the "Arbitration Date"), then such dispute shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes, who may or may not be selected from the appropriate list of JAMS arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the Arbitration Date, then a single arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. Any arbitrator so selected shall have substantial experience in the software industry. The arbitrator(s) shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). For all purposes of this Section 11, the parties consent to exclusive jurisdiction and venue in the United States federal Courts located in the Northern District of California.

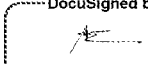
12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

Company


Branch Media Labs, Inc.

By: 

179D88338EDB4CF
Andrew Einaudi
President & Chief Executive Officer

Assignor

SNAP Networks Pvt. Ltd.

By: 

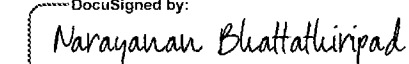
Ashish Aggarwal
Chief Executive Officer

Ashish Aggarwal



B978C9A8C7BF4A1...

Narayanan Bhattathiripad



04A9FB88E4BB4EE...

ATTACHMENT 1

DIRECTORS

Name
Ashish Aggarwal
Narayanan Bhattathiripad

EXHIBIT 1

ASSETS

All existing or future technology, know-how, information, rights, intellectual property and assets relevant to Assignor's (or its affiliates') past, current or anticipated business or research or development, including, without limitation:

- The patents and patent applications listed on Schedule A and all inventions described therein, as well as all continuations, continuations in part, divisionals, reexaminations, reissues and provisionals, of such patents and patent applications and/or other child patents or patent applications, and all foreign counterparts to such patent or patent applications now existing or that may exist in the future, and any patents issuing with respect to any of the foregoing.
- The names and trademarks "Snap" and "Snap Networks" the internet domains "www.snap-networks.com" and "www.violet3d.com" and the relevant registry entity registration thereto and any and all related or similar domain names, trade names, trademarks, service marks, and other related rights, along with all associated applications, registrations and goodwill (collectively, the "Domain Name"), as well as (a) websites associated with any portion of the Domain Name and all past and current works of authorship (and other content) that has been on such websites and (b) all software and code (in source, executable and other forms) associated with any of the aforementioned websites, content and/or Domain Names.
- Twitter, Facebook and other social media accounts (logins/passwords) along with associated fans/followers as related to the Assignor's business.
- Account credentials for all relevant Assignor services including:
 - Blog platform logins for any blogs created and operated for or in connection with Assignor and any domain names associated with these blogs.
 - Google Webmaster Tools, Google Analytics, Google Adwords accounts.
- All rights and licenses under the agreements listed on Schedule B (collectively, the "Assigned Agreements"). For the avoidance of doubt, while such agreements are being assigned to Company, (a) Company is not assuming (and will not be responsible for) any obligation or liability in connection therewith, except that, after such an agreement is properly assigned, Company will perform all prospective obligations that arise thereafter under such agreement (other than obligations that arise as a result of any action or failure or breach prior to effectiveness of such assignment) and (b) Subject to the limitations set forth in Section 7 of the Agreement, Assignor will remain responsible and liable for all obligations to that were to have been performed and/fulfilled through the date of such assignment and for any pre-assignment failure or breach and will fully indemnify Company with respect to any consequences of thereof.

- All existing software and tools and documentation and work in progress, including, without limitation, code, system architecture, component design, limitations/bugs, installation instructions, etc.
- Email data base including mailing list of registered and potential users of website.
- List of merchant contacts (including name, address, phone, email) including CPA (cost per action) relationships.
- Press contacts of reporters and bloggers who have published articles about Assignor.
- Originals and copies of all reports, documentation and data.
- Names and roles of the Assignor's development team.

The foregoing includes, without limitation, anything owned or developed by or for Assignor on or before the Assignment Date.

EXHIBIT 1**SCHEDULE A**

Title	Appl. Number	Country	Status	Main Idea
AN ELECTRICAL SYSTEM FOR A SPEAKER AND ITS CONTROL	12/988,486	USA	Patent Granted	Creation of a sound space by use of arbitrarily placed wireless speakers using low latency wireless communication and calibration technique.
AN ELECTRICAL SYSTEM FOR A SPEAKER AND ITS CONTROL	2010-7023497	Korea	Patent Granted	
AN ELECTRICAL SYSTEM FOR A SPEAKER AND ITS CONTROL	2011-505038	Japan	Application Abandoned	
AN ELECTRICAL SYSTEM FOR A SPEAKER AND ITS CONTROL	6899/CHENP/2010	India	Application Awaiting Examination	
AN ELECTRICAL SYSTEM FOR A SPEAKER AND ITS CONTROL	09735536.6	Europe	Application Awaiting Examination	
AN ELECTRICAL SYSTEM FOR A SPEAKER AND ITS CONTROL	14/052,364	USA	Divisional Application	
AN ELECTRICAL SYSTEM FOR A SPEAKER AND ITS CONTROL	2014-014294	Japan	Application Abandoned	
AN ELECTRICAL SYSTEM FOR A SPEAKER AND ITS CONTROL	15153817	Europe	Divisional, Application Awaiting Examination	
ENHANCING AUDIO USING A MOBILE DEVICE	14449159	USA	Non-Provisional Specification	Use of mobile phone for calibration and enhancing sound.

EXHIBIT 1**SCHEDULE B**

Entity Name	Date	Heading
Beats Electronics, LLC	1/10/2013	Mutual Confidentiality Agreement
Apple Inc.	2/29/2012	Confidentiality Agreement (Apple Receives)
A2Z Development Center, Inc. (Lab126)	5/13/2014	Mutual Nondisclosure Agreement
D&M Holdings, Inc.	11/11/2013	Nondisclosure Agreement (Bilateral)
Cambridge Silicon Radio Limited	11/22/2012	Confidentiality Agreement (Bilateral)
VIZIO, Inc.	2/18/2014	Mutual Nondisclosure Agreement
Sony Computer Entertainment America LLC	2/5/2013	Mutual Confidentiality and Nondisclosure Agreement for Business Discussions and Technical Disclosures
DTS Licensing Limited	10/24/2013	DTS Mutual Nondisclosure Agreement
Marvell Semiconductor, Inc.	2/14/2014	Bilateral Nondisclosure Agreement
QUALCOMM Incorporated	7/18/2013	Mutual Non-Disclosure Agreement
Bang & Olufsen	11/14/2013	Non-Disclosure Agreement
Bowers & Wilkins	11/18/2013	Non-Disclosure Agreement
Harman International Industries, Incorporated	4/30/2012	Mutual Non-Disclosure Agreement
SMSC	9/20/2011	Non-Disclosure Agreement
TUV Rheinland (India) Pvt. Ltd.	8/16/2012	Mutual Confidentiality Non-Disclosure Agreement
Dolby Laboratories, Inc.	4/29/2010	Unilateral Non-Disclosure Agreement
Standard Microsystems Corporation	9/19/2011	Proprietary Information Agreement
Intertek Testing Services Hong Kong Ltd	17/7/2014	Test Verification of Conformity-FCC (Neo-201020 -Transmitter)
Intertek Testing Services Hong Kong Ltd	24/7/2014	Test Verification of Conformity-FCC (VLRX-501011 - Roxo)
Intertek Testing Services Hong Kong Ltd	18/7/2014	Test Verification of Conformity-CE (VLRX-501011 - Roxo)
Telefication B.V	4/11/2014	FCC Identifier: 2AB3G-SNPRFM001(DWAM83)
TUV Rheinland Japan Ltd.	2/5/2013	CB Test certificate : Rhine PSU 48W
Cadence Design Systems (Ireland) Limited	5/7/2012	Software License And Maintenance Agreement