### 504661267 11/29/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4707989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PIXFUSION LLC	11/29/2017

#### **RECEIVING PARTY DATA**

Name:	BIG TENT ENTERTAINMENT L.L.C.	
Street Address:	1460 BROADWAY	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10036	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	5623587
Patent Number:	6351265
Patent Number:	7859551

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 2126040064

Email: Ahobbs@bigtent.tv
Correspondent Name: ALLISON HOBBS
Address Line 1: 1460 BROADWAY

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	ALLISON HOBB	
NAME OF SUBMITTER:	ALLISON HOBBS	
SIGNATURE:	/Allison Hobbs/	
DATE SIGNED:	11/29/2017	

**Total Attachments: 2** 

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PATENT 504661267 REEL: 044245 FRAME: 0672

## PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 29 day of November, 2017, by and between PixFusion LLC (the "Assignor"), a Delaware Company, and Big Tent Entertainment L.L.C. (the "Assignee") a New York company having its primary place of business at 1460 Broadway, New York, NY 10036 (collectively the "Parties").

WHEREAS, Licensor is the owner of U.S. Patent Nos. <u>7,859,551</u>; <u>5,623,587</u>; <u>and 6,351,265</u> (the "Patents").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

- 1. Assignment. Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patents including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patents to Assignee.
- 2. Payment. In consideration of the assignment of the Patents pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of
- 3. Assignor's Representations and Warranties. Assignor hereby represents and warrants i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
  - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future.
- 4. Patent Status. Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
- 5. Further Actions. Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
- 6. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without regard to conflicts of law principles.

- 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- 8. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 10. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

PIXFUSION LLC	BIG TENT ENTERTAINMENT L.L.C.
Raio V Collis	Rain W Gli
Signature Lichard & Counts	Signature LCHARO 16. COLLING
Print Name	Print Name