

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LISTEN TECHNOLOGIES CORPORATION	10/14/2016
RECEIVING PARTY DATA	
Name:	TELEVIC CONFERENCE NV
Street Address:	LEO BEKAERTLAAN 1
City:	IZEGEM
State/Country:	BELGIUM
Postal Code:	B-8870
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US2016026391
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	krista@jacobseniplaw.com
Correspondent Name:	KRISTA S. JACOBSEN
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ATTORNEY DOCKET NUMBER:	TEL3897US
NAME OF SUBMITTER:	KRISTA S. JACOBSEN
SIGNATURE:	/Krista S. Jacobsen/
DATE SIGNED:	11/29/2017
Total Attachments: 4	
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IP ACQUISITION AGREEMENT

This Agreement is entered into by and between:

LISTEN TECHNOLOGIES CORPORATION

Having its registered office at 14912 Heritage Crest Way, Bluffdale, Utah, USA 84065-4818.
Hereinafter called "the Seller"

and

Televic Conference NV

Having its registered office at Leo Bekaertlaan 1, 8870 Izegem, Belgium
Hereinafter called "the Buyer"

RECITALS:

- Whereas the Seller is the owner of the Intellectual Property Rights (hereinafter referred to as IPR) [redacted] consisting of [redacted] [redacted] and associated patents as defined in section 1.1.
- Whereas the IPR on Product is defined as [redacted] [redacted] as well as patent pending methods for (1) "the transmission a plurality of audio channels over frequency modulated infrared bands" and for (2) "configuring an infrared audio transmission system and apparatus for use in same", as described in Annex 1 – Patents.
- Whereas the Buyer wishes to acquire the aforementioned IPR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1: OBJECT OF THE AGREEMENT

- 1.1. Seller agrees to sell, and Buyer agrees to purchase the IPR on the Product and associated patents, upon which Buyer will have the exclusive rights to (1) [redacted] [redacted] (2) [redacted] [redacted] and (3) extending and maintaining IPR in scope and/or countries.
- 1.2. The price for the IPR for the Product and associated patents is defined in Annex 2 – Price.
- 1.3. The Seller will assist with the transition of the above mentioned patents to the Buyer, whereby Buyer will assume all costs associated to such transfer.
- 1.4. [redacted]
[redacted]

ARTICLE 2: WARRANTY AND LIABILITY

2.1. [REDACTED]

ARTICLE 3: CONFIDENTIAL INFORMATION

3.1. [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3.2. [REDACTED]

3.3. [REDACTED]

ARTICLE 4: DATE OF IP TRANSFER

4.1. The parties to this Agreement have set October 14th of 2016 as the date for the transfer of the Intellectual Property rights on the Product.

ARTICLE 5: GOVERNING LAW AND DISPUTES

5.1. This Agreement shall be construed and interpreted in accordance with the laws of Belgium.

5.2. [REDACTED]

ARTICLE 6: MISCELLANEOUS

6.1. Any notices, requests, demands and other communications under this Agreement or in connection thereto shall be given to or made upon the respective parties at the addresses stated on the first page of this Agreement.

In the event that any party hereto shall change his address notice to this effect shall be given to the other party within 30 days after such change.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing and shall be sent by registered mail and shall be deemed to have been given at the time when it would have been received in due course of the mail service used.

6.2. The parties to this Agreement shall not assign, transfer, mortgage, charge nor part any of its rights, duties or obligations under this Agreement without the written consent of the other party.

6.3. This instrument contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes all previous documents and agreements between the parties regarding the subject matter of this agreement. Any representation, promise or condition in connection with this Agreement not incorporated herein shall not be binding upon either party. No modification, renewal, extension, or waiver, and no termination (except as provided for under this Agreement) of this Agreement or any of the provisions herein contained shall be binding upon the party against whom enforcement of such modification, renewal, extension, waiver, or termination is filed unless it is made in writing and signed on its behalf by one of its executive officers.

6.4. If any provision of this Agreement is declared to be invalid under any applicable status or rule of law, the parties agree that such invalidity shall not affect the remaining portions of this Agreement and further agree to substitute for the invalid provision a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

6.5. The Annexes to this Agreement constitute an integrated part thereof.

This Agreement shall be executed in duplicate each party having a signed copy which shall be deemed to be an original.

Done in two (2) copies, one (1) for each party

For the Seller:

Juan Riboldi
Date: *October 14, 2016*
Name: *JUAN RIBOLDI*
Title: *Chief Operating Officer*

For the Buyer:

[Signature]
Date: *October 14, 2016*
Name: *SAIT DENYOT*
Title: *GENERAL MANAGER*

- Annex 1: The Patent Applications
- Annex 2: Price for the Intellectual Property rights

Annex 1 - The Patent Applications

Following patent applications are attached to Annex 1:

1. **Method and system for transmitting a plurality of audio channels over frequency modulated infrared bands (filed under EP15162668 and PCT/US2016/026391)**

A method for transmitting a plurality of audio channels over frequency modulated infrared bands, the method comprising periodically transmitting a configuration message and associated audio channel messages, said configuration message comprising an indication of the number of said audio channels, characterized in that said number of said audio channels is greater than 32, and in that said number of said audio channels is coded in two non-adjacent fields.

2. **Method for configuring an infrared audio transmission system and apparatus for use in same (filed under EP15162665 and PCT/US2016/026368)**

A method for configuring an infrared audio transmission system comprising a signal generator and a plurality of radiators connected to said signal generator by a network, the method comprising at least one of said plurality of radiators:

- receiving a delay compensation configuration message over said network; and
- storing an amount of delay to be introduced into subsequently radiated signals in accordance with said received delay compensation configuration message.