

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4789683

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THINKBOX SOFTWARE INC.	12/13/2017
RECEIVING PARTY DATA		
Name:	AMAZON TECHNOLOGIES, INC.	
Street Address:	P.O. BOX 81226	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98108-1226	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7098907
CORRESPONDENCE DATA		
Fax Number:	(206)757-7700	
<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:	2066223150	
Email:	PatentDocket@dwt.com, AMZNPatents@dwt.com, samanthataylor@dwt.com	
Correspondent Name:	DAVIS WRIGHT TREMAINE LLP - ATI	
Address Line 1:	1201 THIRD AVENUE SUITE 2200	
Address Line 4:	SEATTLE, WASHINGTON 98101	
ATTORNEY DOCKET NUMBER:	0097749-953US0	
NAME OF SUBMITTER:	SCOTT S. ADAMS	
SIGNATURE:	/Scott S. Adams/	
DATE SIGNED:	01/23/2018	
Total Attachments: 12		
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Assignment Agreement Thinkbox IP

This **Assignment Agreement** (this "**Agreement**"), effective as of **April 1, 2017** (the "**Effective Date**"), is by and between **Thinkbox Software Inc.** ("**Assignor**"), a **Corporation** having its principal place of business in **Canada**, and **Amazon Technologies, Inc.** ("**Assignee**"), a **Corporation** having its principal place of business in the **United States**. Assignor and Assignee are collectively referred to as the "**Parties**", and each individually is a "**Party**."

RECITALS

WHEREAS, the Parties desire to assign certain intellectual property rights as defined in **Exhibit A**.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Definitions

The following definitions apply to all sections of this Agreement:

1.1 "**Affiliate**" means, with respect to either Party, any person or entity controlling, under the control of, or under common control, with that Party.

1.2 "**Assignor Intellectual Property**" means, unless otherwise provided in **Exhibit A**:

(a) any and all intellectual property rights throughout the world, owned or otherwise held by Assignor, whether existing under intellectual property, unfair competition or trade secret laws, under statute, at common law or equity, including but not limited to:

(i) copyrights (including but not limited to reviews and editorial content), trade secrets, trademarks, trade names, service marks, World Wide Web domain names, patents, inventions, designs, logos and trade dress, "moral rights," mask works, know-how, rights of personality, publicity, privacy, rights in associate or vendor information, rights in customer information (including but not limited to customer lists and customer data) and databases and any other intellectual property and/or proprietary rights;

(ii) any application or right to apply for any of the rights referred to in this clause; and

(iii) any and all renewals, extensions (including continuations, divisional, continuations-in-part or re-examinations of any patent right), future equivalents and restorations thereof, now or hereafter in force and effect;

(b) any and all intellectual property related to the rights referred to in this clause (including the right to reproduce, publically perform, publically display, promote and distribute) that is licensed, transferred or assigned to Assignor by any third party or Assignor Affiliate; and

(c) any and all Derivative Works assigned to Assignor pursuant to Section 2 of this Agreement.

1.3 **"Derivative Works"** means any and all new works created by or for Assignor from preexisting material contained within or as a result of access to and use of the Assignor Intellectual Property including, but not limited to:

(a) for copyrightable or copyrighted material, any modification, correction, addition, translation, portation, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted;

(b) for patentable or patented material, any modification or addition thereof or any improvement thereon; and

(c) for any other Assignor Intellectual Property, any modification, extension, or addition thereof.

Other initially capitalized terms used in this Agreement have the meanings as described or defined within the text of this Agreement.

2. Assignment & Ownership; Assumption

2.1 Assignment. Assignor hereby irrevocably, solely and exclusively assigns and transfers to Assignee, its successors, and its assigns, all right, title, and interest in and to the Assignor Intellectual Property. To the extent any of Assignor's rights in the Assignor Intellectual Property, including without limitation to any moral rights, are not subject to assignment under this Agreement, Assignor hereby irrevocably and unconditionally waives all enforcement of such rights against Assignee. As used in this Agreement, "all right, title, and interest in and to the Assignor Intellectual Property" includes all rights and causes of action for infringement, misappropriation, violation, misuse, dilution, unfair trade practice and other rights and causes of action associated with Assignor Intellectual Property and, with respect to any trademarks and trade names, all goodwill associated therewith.

2.2 Assistance.

(a) Assignor will execute and deliver such instruments and take any other action as Assignee may request in order to perfect or protect Assignee's rights in the Assignor Intellectual Property and to carry out the assignments contemplated in this Section 2.

(b) Assignor will also assist Assignee and its nominees in every proper way to secure, maintain, protect and defend for Assignee's own benefit all such rights in the Assignor Intellectual Property in any and all jurisdictions at Assignee's request. Assignor will cooperate with Assignee in the filing and prosecution of any other intellectual property-related applications and/or registrations that Assignee may elect to file with regard to the Assignor Intellectual Property or inventions and designs relating to the Assignor Intellectual Property.

(c) The Parties hereby agree to cooperate and work in good faith with one another to consummate the transactions contemplated by this Agreement both prior and subsequent to the Effective Date. Without limiting the foregoing, if at any time after the Effective Date any further action is necessary to carry out the purposes of this Agreement, the proper officers and employees of each Party hereto shall take all such necessary and desirable action, including the execution and delivery of such endorsements, consents instruments of sale, transfer, conveyance, assignment and assumption as such other Party reasonably requests. Such necessary and desirable actions shall be completed without consideration beyond that described herein.

2.3 Attorney-in-Fact. If Assignor fails to execute, acknowledge, verify or deliver any such document reasonably requested by Assignee, Assignor hereby irrevocably appoints Assignee and its authorized officers and agents as Assignor's agent and attorney-in-fact to act in Assignor's place to execute, acknowledge, verify or deliver any such document (as applicable) on Assignor's behalf.

2.4 No Obligation to Exercise Rights. Nothing in this Agreement will be deemed to require that Assignee must market, license, distribute or promote the Assignor Intellectual Property, either alone or as part of any Assignee technology, product or service.

2.5 Assumption. Assignee hereby:

(a) irrevocably and unconditionally accepts the assignment set forth in Section 2.1 hereof (including without limitation all right, title, and interest related thereto);

(b) assumes all of Assignor's obligations under any contract that is transferred to Assignee as part of this Agreement (which may include, by way of example but not limitation, any contract regarding the protection of customer data);

(c) agrees to perform all of Assignor's duties under any such contract;

(d) agrees to be bound by the terms of any such contract; and

(e) releases Assignor from further obligation and liability under any such contract, provided that as between Assignor and Assignee, Assignor will remain liable for all obligations, duties and liabilities of Assignor accruing before the Effective Date.

3. Consideration

Assignor and Assignee hereby mutually agree that the Assignor Intellectual Property is assigned to Assignee in accordance with Section 2 of this Agreement in consideration of Assignee paying to Assignor an amount as provided in Exhibit B. Assignee will pay such amount to Assignor within NET 90 days after the Effective Date. Assignee owes no other royalties or payment for the assignment made under this Agreement.

4. Representations

Assignor hereby represents and warrants to Assignee that, as of the Effective Date:

(a) Assignor has good, valid and marketable title to the Assignor Intellectual Property, free and clear of all title defects, liens, charges, options, pledges, security interests, restrictions on transfer or any other restrictions (collectively, "Encumbrances");

(b) Assignor is and has been since its inception in compliance in all material respects with all applicable laws in connection with the operation and administration of Assignor's business, except for any non-compliance that could not reasonably be expected to have a material adverse effect on Assignee or its ability to consummate the transactions contemplated by this Agreement;

(c) There are no claims, actions, suits, arbitrations, investigations or proceedings pending or involving or threatened against Assignor or any of the Assignor Intellectual Property which are reasonably likely to result in any claim against any of the Assignor Intellectual Property to satisfy any judgment, order, decree or stipulation, before or by any state or federal court or governmental or non-governmental department, commission, board, bureau, agency or instrumentality; and

(d) Except in connection with the transfer of domain names and trademarks that are part of the Assignor Intellectual Property, no consent, approval or authorization of, or notice to, declaration, filing or registration with, any governmental authority or any other third party is required to be made or obtained by Assignor in connection with the execution, delivery and performance by Assignor of this Agreement or the consummation by Assignor of any of the transactions contemplated hereby and thereby.

5. Indemnity

Assignor shall indemnify and hold harmless Assignee and its Affiliates, licensees, permitted assigns, and subcontractors, and their respective directors, officers, and employees and agents of the foregoing from and against any and all claims, costs, losses, damages and expenses (including reasonable attorneys fees and costs) arising out of or in connection with any claims that, if true, would establish that Assignor failed to convey good and marketable title in the Assignor Intellectual Property to Assignee.

6. General

6.1 Governing Law. This Agreement is governed by and will be construed in accordance with the laws set forth in Washington. Any dispute arising under, in connection with, or incident to this Agreement or concerning its interpretation will be resolved exclusively in the courts located in Washington, and each Party irrevocably consents to the exercise of jurisdiction by said courts over it. In such a dispute, legal process may be served upon Assignor or Assignee in the same manner as provided in this Agreement for delivery of non-electronic notices.

6.2 Withholding Taxes. If any amounts payable by Assignee to Assignor pursuant to this Agreement are taxable by any jurisdiction and taxes are required to be withheld and paid from such amounts by Assignee, Assignee shall withhold and pay such taxes on behalf of itself or Assignor and transmit to Assignor the appropriate tax receipts evidencing Assignee's payment of such taxes.

6.3 Binding Affect; Assignment. This Agreement shall inure to the benefit of and is binding upon the Parties and their respective successors and assigns. Any Party may assign its rights and obligations under this Agreement without the other Parties' consent provided the assignee is an Affiliate of the assignor.

6.4 No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of this Agreement.

6.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions remain in full force and effect.

6.6 Further Assurances. Each Party agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the purposes of this Agreement.

6.7 Good-Faith Defense. Nothing in this Agreement requires Assignee to pay or discharge any debt or obligation of which Assignor or Assignee may in good faith contest the validity or amount.

6.8 Compliance. Each Party shall comply with all applicable laws, rules and regulations relating to the subject matter of this Agreement, including without limitation, export and privacy laws and regulations that may apply to such intellectual property as contemplated by Section 2 and, if applicable, **Exhibit A**.

6.9 No Third-Party Beneficiaries. This Agreement is executed for the benefit of no person or entity other than Assignee and Assignor.

6.10 Section Headings. The section headings used in this Agreement are intended for convenience only and do not supersede or modify any provisions.

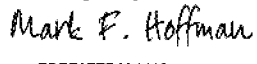
6.11 Exhibits Additional Terms and Definitions. **Exhibit A** (and any other Exhibits) to this Agreement contains additional terms, conditions and definitions that shall be an integral part of this Agreement and are given the same legal validity as this Agreement.

6.12 Entire Agreement. This Agreement (including its Exhibits) may not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignee and Assignor by their respective duly authorized representatives.

6.13 Execution of Agreement; Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

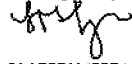
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Thinkbox Software Inc.

DocuSigned by:
By: 
Name: Mark F. Hoffman
Title: Director

Dated: December 13, 2017

Amazon Technologies, Inc.

DocuSigned by:
By: 
Name: Susan Jong
Title: Vice President and Secretary*

Dated: December 14, 2017

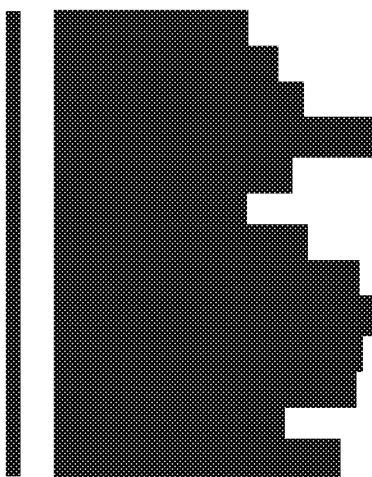
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2.3. Patents.

- United States Patent No. US 7243057 B2;
- United States Patent No. US 7098907 B2.

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