

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4763131

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRANSFER STATEMENT AND ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIGITAL DELIVERY NETWORKS, INC.	12/06/2017
RECEIVING PARTY DATA	
Name:	GLR GROWTH FUND, L.P. C/O WITZIG, HANNAH, SANDERS & REAGAN
Street Address:	600 OCEAN STREET
City:	SANTA CRUZ
State/Country:	CALIFORNIA
Postal Code:	95060
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	13591200
Application Number:	12131834
Application Number:	12416471
Application Number:	12437126
Patent Number:	8141001
Patent Number:	8359546
Patent Number:	8788970
Patent Number:	9250764
CORRESPONDENCE DATA	
Fax Number:	(408)287-3782
<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:	(408) 294-3600
Email:	kimwrenn@msn.com
Correspondent Name:	WM. THOMAS LEWIS
Address Line 1:	150 ALMADEN BLVD., SUITE 950
Address Line 4:	SAN JOSE, CALIFORNIA 95113
NAME OF SUBMITTER:	WM. THOMAS LEWIS
SIGNATURE:	/s/
DATE SIGNED:	01/05/2018

Total Attachments: 7

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TRANSFER STATEMENT AND ASSIGNMENT
(UCC Section 9619)

RECITALS

This Transfer Statement and Assignment (the "Transfer Statement") is made and delivered on the date set forth below in furtherance of the following:

A. **DIGITAL DELIVERY NETWORKS, INC.**, a Delaware corporation (the "Debtor") is indebted to **GLR GROWTH FUND, L.P.** ("Secured Party") in connection with a loan (the "Loan") in the original principal amount of Four Million One Hundred Thousand Dollars (\$4,100,000), which Loan is and was evidenced by (among other things) the following (the "Loan Documents"), each of which was executed and delivered by Debtor to Secured Party for good and valuable consideration: that certain Amended and Restated Secured Convertible Promissory Note dated October 1, 2015 (the "Note"); that certain Amended and Restated Loan and Security Agreement of even date with the Note (the "L&S Agreement"); that certain Security Agreement dated March 31, 2009 (the "Security Agreement"); various other documents, certificates and agreements respecting the Loan; and various other modifications, amendments, extensions and renewals respecting the foregoing. The covenants, terms, and provisions of the Loan Documents are incorporated herein by this reference.

B. The L&S Agreement and Security Agreement granted Secured Party a security interest in and lien on substantially all of Debtor's then-presently existing and thereafter acquired personal property assets, as such assets are more fully described in the L&S Agreement and Security Agreement (the "Collateral"). The security interest granted to Secured Party was duly perfected and continued in the manner prescribed by law. The Collateral includes (without limitation) all of Debtor's equipment, goods, inventory and other tangible personal property (as more fully defined in the Loan Documents, the "Tangible Collateral") and all of Debtor's accounts, intellectual property, instruments, general intangibles, chattel paper, investment property, letters-of-credit rights, documents and other items of intangible personal property (as more fully defined in the Loan Documents, the "Intangible Collateral").

C. The equipment comprising part of the Tangible Collateral means and includes (without limitation) the equipment more fully described in the attached Exhibit "A."

D. The intellectual property comprising part of the Intangible Collateral means and includes (without limitation) the following (the "Intellectual Property"): all intellectual and similar property of every kind and nature then-presently owned or thereafter acquired by Debtor, including all inventions and designs; all patents (whether registered or unregistered), patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; all copyrights (whether registered or unregistered), copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret; and all trademarks, service marks and serviceman rights (whether registered or unregistered) and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks; all domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information; all memoranda, notes, and records with respect to any research and development; all software and data bases; all Source Code related to any of the foregoing; and all embodiments or fixations thereof, whether any of the foregoing are in tangible or intangible form, whether contained on magnetic media, readable by machine, together with such magnetic media and related documentation, registrations, and franchises, and all additions, improvements, and accessions to any of the foregoing, and together with all books

and records describing or used connection with any of the foregoing. Without limiting the generality of the foregoing, the Intangible Collateral includes the Intellectual Property more fully described in the attached Exhibit "B."

E. Secured Party's security interest in the Collateral was duly perfected in the manner authorized, permitted, or required by applicable law. Such perfection included (without limitation) the filing of a Financing Statement with the Delaware Secretary of State on October 14, 2016 as UCC Filing no. 2016-6329310, the filing of a Financing Statement Amendment with the Delaware Secretary of State on October 14, 2016 as Amendment filing no. 2016-6332090, and the filing of a notice of assignment/security interest with respect to certain patents with the United States Patent Office on October 14, 2016 in reel 040357/0760.

F. Debtor has defaulted in its Obligations under the Loan Documents and Secured Party has exercised its rights under the Loan Documents to accelerate all Obligations owing by Debtor to Secured Party and to take possession and control of the Collateral.

G. In furtherance of such election, Debtor peaceably surrendered the Collateral to Secured Party.

H. In furtherance of the rights under the Loan Documents and applicable law, Secured Party conducted a foreclosure sale and public disposition of the Collateral on December 6, 2017 at 11:00 a.m., which foreclosure sale and public disposition was conducted at the law offices of the Witzig, Hannah, Sanders & Reagan LLP, 600 Ocean Street, Santa Cruz, CA 95060, wherein John Zott acted as auctioneer and at which Secured Party was the successful bidder at the sale and disposition (the "Transferee").

SALE, CONVEYANCE, TRANSFER, AND ASSIGNMENT

NOW, THEREFORE, in consideration of the payment of the amount of the successful bid at the sale and disposition and for other good and valuable consideration, Secured Party states and confirms as follows:

1. **UCC Section 9619(a) Confirmations.** Secured Party hereby confirms as follows:
 - 1.1. Debtor has defaulted in connection with an obligation secured by specified the Collateral.
 - 1.2. Secured Party has exercised its post-default remedies with respect to the Collateral.
 - 1.3. By reason of such exercise, Transferee has acquired the rights of the Debtor in the Collateral.
 - 1.4. The name and mailing address of the Secured Party, Debtor, and Transferee are set forth below:
 - 1.4.1. Secured Party: **GLR GROWTH FUND, L.P.**, c/o Witzig, Hannah, Sanders & Reagan LLP, 600 Ocean Street, Santa Cruz, CA 95060.
 - 1.4.2. Debtor: **DIGITAL DELIVERY NETWORKS, INC.**, 269 Mount Herman Road, Suite 200, Scotts Valley, CA 95066.

1.4.3. Transferee: **GLR GROWTH FUND, L.P.**, c/o Witzig, Hannah, Sanders & Reagan LLP, 600 Ocean Street, Santa Cruz, CA 95060.

2. **Transfer and Assignment.** Subject to the limitations imposed by this Transfer Statement and/or applicable law, Secured Party hereby transfers and assigns to Transferee all of Secured Party's right, title and interest in and to the Collateral, including, without limitation, the Intellectual Property more fully described in the attached Exhibits "A" and "B."

3. **UCC Section 9619(b) Entitlements.** This Transfer Statement entitles the Transferee to the transfer of record of all rights of the Debtor in the Collateral in any official filing, recording, registration, or certificate of title system covering the collateral. If a Transfer Statement is presented with the applicable fee and request form to the official or office responsible for maintaining the system, the official or office shall do all of the following:

- 3.1. Accept the Transfer Statement.
- 3.2. Promptly amend its records to reflect the transfer.
- 3.3. If applicable, issue a new appropriate certificate of title in the name of the Transferee.

4. **"As is" and "Where is" Sale.** The aforementioned disposition is "as is, "where is", and subject to all claims and defects, and without warranty, representation, or recourse of any kind (expresses or implied), including (without limitation) (1) any defects in title, perfection or other matters and licenses that are senior and superior to the title conveyed by this Transfer Statement as a matter of applicable law, (2) the adequacy and legal sufficiency of Secured Party's actions in foreclosing on its security interest in the Collateral, (3) the validity, enforceability or existence of any of the Intangible Collateral, and/or (4) the impact of any of Secured Party's actions or omissions in connection with same prior to the date hereof. As authorized by applicable law (including, without limitation, California Commercial Code Section 9610), no express or implied warranty is given relating to title, possession, quiet enjoyment, or the like in this disposition. The obligations owing to Secured Party are presently in default, Secured Party has previously taken steps to liquidate and is currently in the process of liquidating the Collateral, and Secured Party has not conducted any inspections or other investigations of the Collateral, including (without limitation) investigations related to defects in title, perfection or other matters and licenses that are senior and superior to this title as a matter of applicable law. Transferee's acceptance of this Transfer Statement shall constitute a warranty, representation, and acknowledgment by Transferee that (i) Transferee has conducted such investigations, examinations, and inspections of the obligations owing to Secured Party, the Collateral, and/or Secured Party's actions in connection with same, as Transferee deems necessary and appropriate and as would be prudent in connection with the disposition of the Collateral; (ii) Transferee is not relying on any representations, warranties or other promises by Secured Party or his agents respecting the obligations owing to Secured Party, the Collateral, and/or Secured Party's actions in connection with same, (iii) Transferee hereby accepts the Collateral "as is", "where is", and subject to all claims and defects, and without warranty, representation, or recourse of any kind (expresses or implied), including (without limitation) (1) any defects in title, perfection or other matters and licenses that are senior and superior to the title conveyed by this Transfer Statement as a matter of applicable law, (2) the adequacy and legal sufficiency of Secured Party's actions in foreclosing on its security interest in the Collateral, and/or (3) the impact of any of Secured Party's actions or omissions in connection with same prior to the date hereof; and/or (iii) Transferee has received or has been given the opportunity to seek and obtain independent legal advice from its attorneys with respect to the matters hereinabove set forth.

IN WITNESS WHEREOF, Secured Party has executed and delivered this Transfer Statement on the date set forth below in Santa Cruz, California.

Dated: December 6, 2017

GLR GROWTH FUND, L.P.

By: **R-3 MANAGEMENT, INC.,** its general partner

By: _____

Its: _____



PRESIDENT

Exhibit "A"

The equipment comprising part of the Tangible Collateral means and includes (without limitation) the following:

Brand	Model	Serial/Identification No.	Name/Other
Cisco	SA520W	DNI1429A2JH	Firewall/Security Appl
Cisco	SA520W	DNI1420A2AX	Firewall/Security Appl
Cisco	C3550-48	39025549	Network Switch
Cisco	C2924-XL	3882A085	Network Switch
HP	DC360	MOANLGP733	Server
HP	DL360	MOBK KYD11M	Server
HP	DL380		Server
HP	DL360		Server
HP	DL360	MONSKYD31F	Server
HP	DL360	V5M5140300	Server
HP	DL380	2UX73209P	Server
HP	DL360		Server
HP	DL360		Server
HP	DL380		Server

Exhibit "B"

The Intellectual Property comprising part of the Intangible Collateral means and includes (without limitation) the following:

PATENTS

United States Patent No.	Date of Patent
8,037,423	October 11, 2011
8,126,812	February 28, 2012
8,141,001	March 20, 2012
8,359,546	January 22, 2013
8,788,970	July 22, 2014
9,086,780	July 21, 2015
9,250,764	February 2, 2016

PATENTS PENDING

Name	Description	Status
Lifecycle Customer Relationship Management System	Cradle to grave hardware refresh acceleration managed exclusively by the DDNI platform	Patent Pending with reference to SVDMS
Local Portal	An online/offline client-server private portal architecture	Patent Pending with reference to SVDMS
Local Behavior tracking and User Profiling System	An online/offline client-server private portal user profiling and messaging system	Patent Pending with reference to SVDMS
Locally Driven Advertising System	An online/offline client-server private contextual advertising system	Patent Pending with reference to SVDMS
GreenChip	CPU Power field upgrade feature for PCs and other devices	Filed and Pending
GreenDisc (COD)	Hard drive capacity upgrade feature for PCs and other devices	3 Filed and Pending (including two continuation in part)
Network-accessible PC Personalization	Online/offline user driven personalization architecture for PCs	Filed and Pending
Smart OOBE	Online/offline, fully connected out of box set up and configuration architecture for PCs	Filed and Pending
Universal Shopping Cart	Local Online/offline secure universal shopping and fulfillment architecture for PCs	Filed and Pending
One Click System Maintenance and Support	Online/offline user controlled PC system dashboard fully with full integrated product fulfillment	Filed and Pending
One button 'On Star' for PCs	A one button online emergency help system for instant help via e-mail, chat, remote, or telephone based service	Filed and Pending
Local Media Portal	A locally based media portal designed to serve local, downloaded, and streaming media	Filed and Pending
Cover Flow Gadget	An online/offline, updatable, user customizable, cover flow desktop navigation	Filed and Pending

Personalized Local Gadget Gallery	Description: An online/offline, updatable, user customizable, gallery of alternative desktop navigation tools for PCs	Filed and Pending
Component Carbon Reduction	Method for component field upgrade (hard drive and CPU) reducing frequency of replacement and recycle	Filed and Pending
SAGE	Smart Adaptable General Ecosystem - DDNi ecosystem automatically adapts to platform as well as operating system. Platforms include PC (portable and stationary) Tablet, Smartphone, Smart TV; Operating systems include Windows, Android, RIM, and others	Filed and Pending
Local Lifecycle Customer Relationship Management	Hardware Refresh Acceleration using Lifecycle Data Collection (User Data, System Data, Software Data), Lifecycle Data Mining, User Targeting, On Screen User Messaging, Hardware Trade up to new OEM Hardware, Local Single Cart, Single Transaction Processing of Trade in, New Machine Sale, Adjacent Software Sales for New Machine, and Combined Ship and Delivery Management	Filed and Pending

TRADEMARKS

sMyline, serial no. 77764718, registration no. 4298424

GreenDisc, serial no. 77851250, reg. no. 4164932