# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4754131

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
AT&T INTELLECTUAL PROPERTY I, L.P.	12/11/2017

# **RECEIVING PARTY DATA**

Name:	GOOGLE LLC
Street Address:	1600 AMPHITHEATRE PARKWAY
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043

## **PROPERTY NUMBERS Total: 60**

Property Type	Number
Application Number:	09606534
Application Number:	09606535
Application Number:	09630134
Application Number:	09739162
Application Number:	09739315
Application Number:	09739339
Application Number:	09739340
Application Number:	09740372
Application Number:	09740373
Application Number:	09740375
Application Number:	09740414
Application Number:	10704775
Application Number:	10819940
Application Number:	11187347
Application Number:	11252039
Application Number:	11298149
Application Number:	11298419
Application Number:	11300694
Application Number:	11322531
Application Number:	11375849

PATENT REEL: 044995 FRAME: 0505

504707409

Property Type	Number
Application Number:	11406881
Application Number:	11516164
Application Number:	11522239
Application Number:	11528782
Application Number:	11589688
Application Number:	11637369
Application Number:	11959283
Application Number:	12132104
Application Number:	12164307
Application Number:	12188375
Application Number:	12198346
Application Number:	12552767
Application Number:	12580616
Application Number:	12648424
Application Number:	12650488
Application Number:	12847278
Application Number:	12909401
Application Number:	13031721
Application Number:	13195086
Application Number:	13246193
Application Number:	13289297
Application Number:	13297137
Application Number:	13437076
Application Number:	13461942
Application Number:	13531764
Application Number:	13555239
Application Number:	13778264
Application Number:	13786415
Application Number:	13936251
Application Number:	13947150
Application Number:	13964641
Application Number:	14027475
Application Number:	14105544
Application Number:	14148424
Application Number:	14455173
Application Number:	14472806
Application Number:	14524086
Application Number:	14792499

Property Type	Number	
Application Number:	15289660	
Application Number:	15837059	

#### CORRESPONDENCE DATA

**Fax Number:** (509)443-7129

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:** 5094437129

**Email:** travis@colbynipper.com

Correspondent Name: COLBY NIPPER Address Line 1: 291 E. SHORE DR.

Address Line 2: SUITE 200

Address Line 4: BOISE, IDAHO 83616

ATTORNEY DOCKET NUMBER:	NEST LABS, INC.		
NAME OF SUBMITTER:	MATTHEW JOHNSON, REG#72,299		
SIGNATURE:	/Matthew Johnson/		
DATE SIGNED:	12/28/2017		

### **Total Attachments: 29**

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### Patent Sale Agreement

This PATENT SALE AGREEMENT ("Agreement"), effective as of the Effective Date (as defined pursuant to Section 2.6) is made by and between:

AT&T Intellectual Property, LLC, having a place of business at 675 W. Peachtree Street, Suite 40G03, Atlanta, Georgia 30375-0001 (hereafter "Seller"); and

Google LLC, a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (hereafter "Purchaser").

#### ARTICLE I - BACKGROUND

- 1.1 Seller has the ability, on behalf of the Assignor, to enter into a binding agreement to sell the Patents (as that term is defined below).
  - 1.2 AT&T Intellectual Property I, L.P. ("Assignor") owns the Patents and is an Affillate of Seller.
- 1.3 Purchaser desires to purchase all right, title and interest in the Patents and the causes of action to sue for infringement thereof and other enforcement rights according to the terms of this Agreement.

#### **ARTICLE II · DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

- 2.1 "Affiliate" means, with respect to either Party, any other legally recognizable entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party, where "Control" as used in this definition means the direct or indirect ownership or control (whether by contract or otherwise) of fifty percent (50%) or more of the stock or shares entitled to vote for the election of directors or similar managing authority, or to direct the vote in such elections, or otherwise having the power to direct management and policies. Notwithstanding the foregoing, in any country where a person or entity is not permitted by law to own more than fifty percent (50%) of the shares of a local company, the local company shall be deemed an Affiliate for the purposes of this Agreement if that person or entity owns the maximum legally allowed ownership interest in such local company. Notwithstanding the foregoing, a legal entity shall be deemed to be an Affiliate only for so long as such Control exists. Notwithstanding the foregoing, where an entity purports to be an Affiliate through a change in control after the Effective Date, such entity shall not be considered an Affiliate if the change of control of the entity is intended to make products and/or services of such entity licensed or immune under any of the Patents and not for a bona fide business purpose.
- 2.2 "Assigned Patent Rights" means the Patents and all additional rights set forth in Section 4.2.
- 2.3 "AT&T Licenses" means the agreements with the third parties indicated in Exhibit C which extend rights under the Patents.
- 2.4 "Change of Controf" means, with respect to Seller or any of its Affillates, any entity's direct or indirect (A) acquisition (including by merger, consolidation or transfer or issuance of equity securities, by operation of law, or otherwise) in a transaction or series of related transactions of 50% or more of the equity or voting interests of Seller or any of its Affiliates, (B) acquisition of the right to elect a majority of the board of directors (or similar governing body) of Seller or any of its Affiliates or to otherwise direct or cause the direction of the management and policies of Seller or any of its Affiliates or (C) acquisition of all

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or substantially all of the assets of Seller or any of its Affiliates in a transaction or series of related transactions.

- 2.5 "Closing" has the meaning set forth in Section 3.2.
- 2.6 "Confidential Document Information" means any information, that when disclosed to Purchaser in tangible form, is marked "CONFIDENTIAL" or "Confidential" or, if initially disclosed orally, is summarized in tangible form marked "CONFIDENTIAL" or "Confidential" within 30 days after such oral disclosure.
- 2.7 "Documents" means all files and documents, to the extent not covered by the attorney-client privilege or the attorney work-product doctrine, relating to the Patents in possession of Seller, Seller's Affiliates, Assignor and its and their agents that pertain to the ownership, filing, prosecution, maintenance, and marking of the Patents, including, without limitation, the following files and documents: (i) the original agreements assigning ownership of the Assigned Patent Rights from the inventors and/or prior owners to Assignor: (ii) the original patent certificates for Patents that are issued or granted; (iii) the list of prosecution counsels who prepared or prosecuted the Patents, or are currently handling the Patents; (iv) the docket information relating to the prosecution or maintenance of the Patents, which is current as of the Effective Date; (v) the prosecution history files for the Patents; (vi) the invention disclosure documents for the Patents; (vii) all available conception and reduction to practice materials located in the prosecution files (with respect to items of the Patents that are U.S. patents and patent applications only); (viii) copies of the patent applications, as filed (for each item of the Patents that is a patent application); (ix) evidence of foreign filing license (or denial thereof) (for each item of the Patents that is a patent application); (x) a listing of all products and services upon which any of the Patents have been marked, in addition to the dates such marking began and ended and a copy of the marking notice, respectively; and (x) copies of any and all merger or change of name documents (such as those related to a change of an entity's name after or upon a merger) or other such documents relating to any of the Seller or its Affiliates or their predecessor entities, as necessary to establish chain of title for any of the Patents, and in a form suitable for recordation with any applicable patent offices.
  - 2.8 "Effective Date" means the date on which the last party signs this Agreement.
- 2.9 "Executed Assignment" means the executed and notarized original of the Assignment of Patent Rights in Exhibit B, as signed by a duly authorized representative of Assignor.
- 2.10 "Listed Patents" means the patent(s) and patent application(s) identified in Exhibit A attached hereto.
- 2.11 "Patents" means all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority and/or (iii) to which any of the Listed Patents are terminally disclaimed; (c) any patents issuing anywhere in the world from any of the patent applications in any of the foregoing categories (a) and (b); (d) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions and registrations of any item in any of the foregoing categories (a) through (c); (e) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (d), including, but not limited to, certificates of invention and utility models; (f) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (e); and (g) any item in any of the foregoing categories (b) through (e) whether or not expressly listed in Exhibit A (provided such item meets the definition of "Patents" herein) and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.
- 2.12 "Practice" means, the rights of Seller and its Affiliates or others acting (under "have made" rights of the Seller License set forth in Section 4.3) on Seller and its Affiliates' behalf to: (i) make, have

Page 2 CONFIDENTIAL made, and import, (ii) use, perform, display, and distribute internally within its business (for itself and the benefit of its customers) through all means now known or later developed, (iii) lease, sell, offer to sell, have sold, import, (iv) otherwise to dispose of products, systems, and services covered by the Patents for the Seller or its Affiliates' business purposes, for an Affiliate's business purposes, or for an end user or for a customer of the Seller or its Affiliate or for an end user or for a customer of any Affiliate; and (iv) modify, reproduce, and create derivative works and use such modifications, reproductions, and derivative works as provided for in the foregoing sub-clauses (i) and (iii).

### ARTICLE III - DOCUMENT DELIVERY, CLOSING AND PAYMENT

- 3.1 After the Effective Date, Seller shall deliver to Purchaser or its agent all Documents in possession or under the control of Seller, Assignor, Seller's Affiliates, and its and their current agents of record at the PTO ("Deliverables").
- 3.2 Closing. The closing of the sale of the Assigned Patent Rights hereunder shall occur when all the conditions of Section 3.3 have been satisfied or waived (the "Closing"). Purchaser and Seller shall carry out the Closing within thirty (30) calendar days following the Effective Date.
  - 3.3 Closing Conditions. The following are conditions to Closing.
    - (a) Delivery of Documents. Seller will have delivered to Purchaser the Deliverables.
    - (b) Compliance with Agreement. Seller will have performed and complied in all respects with all of the obligations under this Agreement that are to be performed or complied with by it on or prior to the Closing.
    - (c) Delivery of Executed Assignment. Seller caused the Executed Assignment to be delivered to Purchaser.
    - (d) Receipt by Seller of the Payment in Section 3.4.
    - (e) Signature by Seller. Seller timely executed this Agreement and promptly delivered two (2) executed originals of this Agreement to Purchaser.
    - (f) Representations and Warranties True. Purchaser is satisfied that, as of the Effective Date and as of the Closing, the representations and warranties of Seller contained in Section 6 are true and correct.
- 3.4 At Closing when Purchaser has received the Executed Assignment, Purchaser shall pay to Seller a single lump sum amount of One Million Three Hundred Thousand Dollars US (US \$1,300,000) ("Payment"). The Payment will be made by bank wire transfer (or equivalent) to Deutsche Bank, 60 Wall Street, 25" Floor, New York, NY 10005, AT&T Account#: 00455777, ABA Routing#: 021001033, Deutsche Bank Trust Company Americas, SWIFT CODE: BKTRUS33. Promptly after Seller's receipt of the Payment, Seller will confirm such receipt in writing to Purchaser.
- 3.5 To the extent not delivered at the Closing, Seller shall ensure that Purchaser receives all Documents within thirty (30) business days following the Closing. Without limiting the obligations of Seller in the immediately preceding sentence, if Seller is unable, after good faith attempts, to deliver all Documents with the foregoing 30 day time frame, Seller shall notify Purchaser of the delay and set forth the ongoing efforts to deliver such remaining Documents to Purchaser within a timely fashion. In the event any other condition to Closing set forth in Section 3.3 is not met within thirty (30) calendar days following the Effective Date, both parties will have the right to terminate this Agreement in their sole discretion by written notice to the other party. Neither party shall have any financial liability to the other party for termination of the Agreement pursuant to this Section 3.5. Upon such termination, Purchaser will

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return all documents delivered to Purchaser from Seller and Purchaser shall take no action (i) to file any assignment recordation document with the USPTO or other patent office relating to the transfer of ownership of the Patents; (ii) to file any oppositions in any patent office based on Confidential Document Information supplied by Seller pursuant to this Agreement; (iii) to institute a re-examination procedure in the USPTO based on Confidential Document Information supplied by Seller pursuant to this Agreement; (iv) to institute an interference proceeding in the USPTO based on Confidential Document Information supplied by Seller pursuant to this Agreement; (v) to otherwise take action based on Confidential Document Information supplied by Seller pursuant to this Agreement to jeopardize Seller's and/or Assignor's rights in the Patents in any manner whatsoever. The provisions of this Section 3.5, Section 5, Section 6, and Section 7 will survive any termination.

#### ARTICLE IV - ASSIGNMENT OF IP

- 4.1 At Closing but effective as the Effective Date, Assignor hereby sells, transfers, assigns and conveys to Purchaser all of its right, title and interest in and to the Assigned Patent Rights. Seller understands and acknowledges that, if any of the Patents are assigned to Assignor's affiliates or subsidiaries, Seller and Assignor may be required prior to the Closing to perform certain actions to establish that Assignor is the assignee and to record such assignment.
- 4.2 At Closing but effective as the Effective Date, Assignor hereby also sells, assigns, transfers, and conveys to Purchaser all right, title and interest in and to:
  - (a) inventions set forth in any of the Patents;
  - (b) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Patents and the inventions set forth therein;
  - (c) causes of action (whether known or unknown, accrued or unaccrued, or whether currently pending, filed, or otherwise) and other enforcement rights under or on account of any of the Patents, including, without limitation, all rights under the Patents and/or under or on account of any of the Patents and any of the foregoing to (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement; and
  - (d) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing, provided that Assignor and its Affiliates retains all rights to collect royalties or other payments due under agreements entered into by Assignor or its Affiliates and third parties prior to the Effective Date.
- 4.3 Purchaser hereby acknowledges and agrees that notwithstanding the assignment provided pursuant to Sections 4.1 and 4.2 above, upon the Closing, Seller and Assignor hereby retain (on behalf of themselves and all Seller Affiliates) and Purchaser hereby grants to Seller and all of its Affiliates, a perpetual, nonexclusive, irrevocable, fully paid-up, royalty-free, worldwide release, right and license to Practice under the Assigned Patents Rights, without any right to sublicense, both on, before and after the Effective Date and the Closing Date ("Seller License") Seller's, Assignor's and Seller's Affiliates' products or services ("Licensed Products"). Except as provided in Sections 7.5 and 7.6, the Seller License is not assignable or transferable by Seller, Assignor, or Seller's Affiliates under any circumstances either voluntarily, by operation of law, or otherwise, without the prior written consent of Purchaser. Except as set forth in Sections 7.5 and 7.6, any purported assignment or transfer of the Seller License by Seller. Assignor, or Seller's Affiliates without the prior written consent of Purchaser shall be null and void. Seller acknowledges and agrees that the Seller License is not intended to cover foundry or contract manufacturing activities that Seller, Assignor, or Seller's Affiliates may undertake on behalf of any person that is not Seller, Assignor, or Seller's Affiliates. As a result, Licensed Products shall exclude any products or services manufactured or produced or provided by Seller, Assignor, or Seller's Affiliates on behalf of

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any person that is not Seller, Assignor, or Seller's Affillates (a) from designs received in substantially completed form from a source other than Seller, Assignor, or Seller's Affiliates and (b) for resale, relicense or other distribution to or on behalf of such person that is not Seller, Assignor, or Seller's Affiliates (or to customers of, or as directed by, any person that is not Seller, Assignor, or Seller's Affiliates), Licensed Products shall exclude any products or services manufactured, produced or provided or otherwise transferred through or by Seller, Assignor or Seller's Affiliates after the Effective Date of this Agreement, for or on behalf of a third party entity as part of an effort to make such products or services licensed or immune from an infringement claim made by Purchaser under any of the Patents. For the avoidance of doubt, the "have made" right of the Seller License is intended to permit foundry or contract manufacturing, by third parties on behalf of Seller, Assignor, or Seller's Affiliates, of Licensed Products that are based on Seller's, Assignor's, or Seller's Affiliates' designs. Purchaser and Seller acknowledge and agree that (a) the Seller License also extends to products that are sold to Seller, Assignor, or Seller's Affiliates by their suppliers but only to the extent of the products actually sold to Seller, Assignor, or Seller's Affiliates by such suppliers and (b) the Seller License does not extend to (l) any other products of such suppliers or (ii) any products sold or provided to other persons or entities even if such products are the same as those sold to Seller, Assignor, or Seller's Affiliates. The Seller License does not confer by implication, estoppel or otherwise any rights or license under the Patents, except as expressly granted herein. For avoidance of doubt, the Seller License is limited solely to the Assigned Patent Rights.

The right and license granted in this Section 4.3 shall terminate (i) with respect to any entity (including Assignor) that is an Affiliate of Seller, upon such entity no longer being an Affiliate of Seller or a Change of Control of such entity; (ii) with respect to a divested business unit or product line of Seller or any of its Affiliates, upon divestment of the business unit or product line; and (iii) with respect to Seller, upon a Change of Control of Seller.

- 4.4 As part of and to further evidence this Agreement, Purchaser may record in the U.S. Patent and Trademark Office, authorized U.S. registrars, and foreign patent, trademark, and registrar offices around the world, as applicable, executed copies of Exhibit B, attached hereto, where it may be open for public inspection. Seller hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any foreign country whose duty it is to issue patents on the applications included in the Patents, to issue all Letters Patent for the inventions disclosed therein to Purchaser, its successors and assigns, in accordance with the terms of this Agreement. In addition, at the reasonable request of Purchaser, Seller will have executed and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using reasonable efforts to obtain the same from the respective inventors that are then employed by Seller (and using reasonable efforts to provide Purchaser the last known contact information for the respective inventors that are no longer employed by Seller), as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby.
- 4. 5 Seller covenants and agrees that it will, without further consideration, execute (and have executed) and deliver any and all papers that may be reasonably necessary or desirable to perfect title in the Patents to Purchaser, its successors or assigns, it being understood that any expense incident to the execution of such papers related to the transfer of title in the Patents from Assignor to Purchaser shall be borne by the Purchaser, its successors and assigns.
- 4.6 Seller, Assignor, and Seller's Affiliates will pay all maintenance fees or annuities that have a final deadline occurring, without payment of a surcharge, prior to Closing. The Purchaser and/or its representatives will pay all maintenance fees or annuities that have a final deadline occurring more than one month after the Effective Date. Seller, Assignor, and Seller's Affiliates will respond to any action or communication from a patent office that has a non-extendible deadline that occurs prior to Closing or having a non-extendible deadline that occurs within one month after the Effective Date. The Purchaser and/or its representatives will respond to any action or communication from a patent office that has a

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deadline (extendible or non-extendible) that occurs more than one month after the Effective Date. Seller, Assignor, and Seller's Affiliates are not obligated to take any further action or pay any fees for those Patents listed as abandoned, lapsed or expired in Exhibit A. On or promptly after the Effective Date, Seller will notify Purchaser of any action required with respect to any Patents during the two-month period following the Effective Date.

- 4.7 To the extent any attorney-client privilege or the attorney work-product doctrine applies to any portion of the prosecution history files, Seller will ensure that any such portion of the prosecution history file is not disclosed to any third party unless (a) disclosure is ordered by a court or regulatory entity of competent jurisdiction, after all appropriate appeals (at Purchaser's sole expense) to prevent disclosure have been exhausted, and (b) if legally permissible, Seller gave Purchaser reasonable notice upon learning that any third party sought or intended to seek a court order or other valid legal process requiring the disclosure of any such portion of the prosecution files.
- 4.8 Purchaser hereby acknowledges and agrees that the Patents, the assignments and other transfers of Sections 4.1 and 4.2 and the Executed Assignments are subject to the AT&T Licenses.

#### **ARTICLE V- REPRESENTATIONS AND WARRANTIES**

- 5.1. Seller, on behalf of itself, represents and warrants to Purchaser the following as of the Effective Date and as of the Closing:
  - (a) Seller and Assignor have all requisite legal right, power, and authority, and has obtained all third party consents, approvals, and/or other authorizations required to execute, deliver, and perform this Agreement and the Assignment of Patent Rights, including without limitation, the assignment of the Assigned Patent Rights to Purchaser;
  - (b) Assignor is the sole, exclusive and lawful owner of all rights, title and interest in and to the Assigned Patent Rights, including without limitation, all right, title, and interest to sue for infringement of the Patents. Assignor has obtained and properly recorded previously executed assignments for the Patents as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction;
  - (c) Seller and Assignor, without further action, consent or authority from any other person or entity, and without violation of the rights of any other person or entity, have the exclusive and legal right, authority and capacity to sell and assign the Patents;
  - (d) no restrictions or encumbrances, including without limitation pledges, charges, hypothecations, liens, mortgages or security interests with respect to any of the Assigned Patent Rights, or any options or rights to obtain any of the above with respect to any of the Assigned Patent Rights have been granted by Seller, Seller's Affiliates, or Assignor. To Seller's knowledge (formed after reasonable investigation), each of the Assigned Patent Rights is free and clear of all liens, mortgages, security interests, other restrictions or encumbrances and claims that challenge the validity of the Patents whether threatened or pending otherwise, held or claimed by anyone, except for the AT&T Licenses (collectively "Encumbrances");
  - (e) none of the Patents: (i) is subject to any legal, administrative or arbitration proceeding, filed or pending, that challenges its validity, enforceability or patentability, other than proceedings before the relevant government authority responsible for issuing patents that are associated with pending patent applications; (ii) is subject to any filed or pending action, suit, investigation claim, and/or other legal, administrative or arbitration proceeding, other than proceedings before the relevant government authority responsible for issuing patents that are

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- associated with pending patent applications or (iii) to Seller's knowledge (formed after reasonable investigation), is threatened with any of the foregoing;
- (f) Exhibits A and B each correctly identifies and includes all patents and patent applications included in the Patent Family;
- (g) upon full execution of this Agreement and receipt of full Payment, full legal title in and to each of the Patents will pass to the Purchaser free of any and all Encumbrances, which (for the avoidance of doubt) exclude the AT&T Licensees;
- (h) all maintenance, Issue, extension, renewal and any other necessary fees associated with any U.S. items in the Patents which are due or payable have been paid, except for those items in the Exhibits listed abandoned, expired or lapsed;
- (i) there is no lawsuit filed, pending or threatened that claims infringement of any of the Patents. Neither Seller nor any Seller Affiliate has put a third party on notice of actual or potential infringement of any of the Patents, and none of them has initiated any enforcement action or other legal proceeding with respect to any of the Patents, or invited any third party to enter into a license (excluding the AT&T Licenses) under any of the Patents;
- (i) Seller has provided Purchaser with or informed Purchaser of all material information and challenges of which Seller has actual knowledge (formed after reasonable investigation) to the extent not covered by the attorney-client privilege or the attorney work-product doctrine, concerning the title to, and validity, patentability, and/or enforceability of, the Patents; should Purchaser request Documents within Seller's, any of its Affiliates', or Assignor's possession, Seller shall use reasonable efforts to locate such Documents;
- (k) all copies of Documents to be supplied to Purchaser in connection with this Agreement are true and correct copies of the originals;
- after the Closing, none of Seller or its Affillates, any prior owner, or any inventor will retain any rights or interest in the Assigned Patent Rights, except as described in Section 4.3;
- (m) except for the AT&T Licenses, no licenses, covenants not to sue, interests or rights under any of the Assigned Patent Rights, or any options or rights to obtain any license, covenant not to sue, interest or right under any of the Assigned Patent Rights, have been granted by Seller, Seller's Affiliates, or Assignor. After reasonable investigation, Seller is not aware, except for the AT&T Licenses, of any other licenses, covenants not to sue, interests or rights in any of the Assigned Patent Rights, or any agreement to create any of the above. No exclusive license or right under any of the Assigned Patent Rights have been granted to any third party, any prior owner, or any inventor, and, after Closing, none of Seller, Seller's Affiliates, Assignor, any third party, any prior owner, or any inventor will retain any exclusive license, right or interest in any of the Assigned Patent Rights. Except for the AT&T Licenses, none of the licenses or rights under the Assigned Patent Rights are transferable or assignable, except solely in connection with a sale or transfer of all, or substantially all, of the assets of the respective licensees. Except for the AT&T Licenses, none of the licenses or rights under the Assigned Patent Rights is sublicensable, except solely to subsidiaries of the respective licensees and only during the time such entities are subsidiaries of the respective licensees (and such subsidiaries have no right to grant any further sublicenses under the Assigned Patent Rights). There is no obligation imposed by a standards-setting organization to license any of the Patents on particular terms or conditions;
- (n) except for the AT&T Licenses, no release, waiver, or covenant, promise or obligation not to sue with respect to any of the Assigned Patent Rights, or any options or rights to obtain any

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release, walver, or covenant, promise or obligation not to sue with respect to any of the Assigned Patent Rights, have been granted by Seller, Seller's Affiliates, or Assignor. After reasonable investigation, Seller is not aware, except for the AT&T Licenses, of any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Assigned Patent Rights resulted from any prior transaction related to the Assigned Patent Rights;

- (o) none of the Patents, other than those abandoned, lapsed or expired assets for which associated fees and/or annuities were not been paid, has ever been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding. None of the Patents is currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or, to Seller's knowledge, threatened;
- (p) there are no existing contracts, agreements, options, commitments or legally binding proposals, bids, offers, or rights with, to, or in any person to acquire any of the Assigned Patent Rights; and
- (q) to Seller's knowledge (formed after reasonable investigation), none of Seller or Seller's Affiliates and/or its or their agents and representatives has engaged in any act or conduct that constitutes patent misuse or has misrepresented Seller's or Seller's Affiliates' patent rights to a standard setting organization or otherwise knowingly acted or omitted to perform any necessary act in a standard setting organization that would result in the invalidation of any Patents or otherwise hinder the enforcement of the Patents, and there is no obligation imposed by a standards-setting organization on Seller or Purchaser or their respective Affiliates to license any of the Patents on particular terms or conditions;
- (r) If applicable and to the extent "small entity" or "micro entity" fees at the time of such payment were paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate because the payor qualified to pay "small entity" or "micro entity" fees and specifically had not licensed rights in any Patent to an Entity that was not a "small entity" or "micro entity".
- 5.2 Other than as set forth in Section 5.1, Seller and all Seller's Affiliates make no representations or warranty, and, except to the extent set forth in Section 5.1, nothing in this Agreement shall be construed as:
  - (a) a warranty or representation as to the validity, enforceability or scope of any of the Patents;
  - a warranty or representation that anything made, used, sold, or otherwise disposed of under the Patents is or will be free from infringement of any third-party patents;
  - (c) a requirement to file any patent application, to secure any Patents, or to maintain any Patents in force;
  - (d) an obligation to bring or prosecute actions or suits against third parties for infringement of any
    of the Patents;
  - (e) granting by implication, estoppel, or otherwise, any license or rights under patents, trade secrets, know how, copyrights, or other intangible rights of Seller, Assignor, or any Affiliate of Seller other than the Assigned Patent Rights; or
  - (g) any obligation to furnish any technical or support information.

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- 5.3 THE WARRANTIES MADE BY SELLER IN SECTION 5.1 ABOVE AND SECTION 7.1 BELOW ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY SELLER IN CONNECTION WITH THIS AGREEMENT AND THE PATENTS. EXCEPT FOR THE FOREGOING LIMITED WARRANTIES, EACH OF THE PATENTS IS SOLD, ASSIGNED, TRANSFERRED, AND CONVEYED HEREUNDER STRICTLY ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Further, Seller makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever with respect to the manufacture, use, sale or other disposition by Purchaser, its licensees or other transferees, or the customers of either of products, processes, or methods incorporating or made by use of inventions subject to this Agreement or any information which may be furnished by Seller under or in connection with this Agreement.
- Except as otherwise expressly provided in this Agreement (including, without limitation, the representations and warranties of Section 5.1), Purchaser, Seller and Assignor, on behalf of themselves, their Affiliates and their successors and assigns, EACH HEREBY WAIVES, RELEASES AND RENOUNCES ANY AND ALL WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE PATENTS AND THE CLAIMS OF THE PATENTS, INCLUDING, BUT NOT LIMITED TO: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE PATENTS AND THE CLAIMS OF THE PATENTS; (b) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN THE TRADE WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE PATENTS AND THE CLAIMS OF THE PATENTS; AND (c) ANY OBLIGATION, RIGHT, LIABILITY, CLAIM OR REMEDY FOR: (1) LOSS OF USE, REVENUE OR PROFIT, OR ANY OTHER DAMAGES WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE PATENTS AND THE CLAIMS OF THE PATENTS; OR (2) INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE PATENTS AND THE CLAIMS OF THE PATENTS.
- Except to the extent it constitutes a breach of a representation or warranty set forth in this 5.5 Agreement, Seller, Assignor and all Seller's Affiliates, employees, directors, shareholders, agents, representatives disclaim and shall not be liable to Purchaser in any way in respect of Seller's and its Affiliates handling of, or the results obtained from, filling, prosecution or maintenance or any failure to so file, prosecute or maintain the Patents. Purchaser hereby releases and forever discharges Seller and all of its Affiliates, counsel, successors, predecessors, assigns, directors, officers, employees, and shareholders (collectively, the "Seller Released Parties") from and against all actions, claims, suits, demands, damages, judgments, causes of action, debts, liabilities, or controversies of any kind whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local state or federal court, tribunal, administrative agency or commission, and whether now known or unknown, liquidated or unliquidated, that they now have or may have had, on behalf of themselves or any other person or entity, arising out of the prosecution of the Patents, except to the extent it constitutes a breach of any representation or warranty set forth in this Agreement. For the avoidance of doubt, no other activity of any Seller Released Party arising out of the prosecution of the Patents is released or discharged by this Agreement, and this Section 5.5 is limited solely to the Patents acquired from Seller pursuant to this Agreement.
- 5.6 THE TOTAL LIABILITY OF EITHER PARTY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE PATENTS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH IN THIS SECTION 5.6 ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND FORM AN ESSENTIAL BASIS OF THE BARGAIN EMBODIED IN THIS AGREEMENT.

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5.7 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE. THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT AND FORM AN ESSENTIAL BASIS OF THE BARGAIN EMBODIED IN THIS AGREEMENT.

#### ARTICLE VI - CONFIDENTIALITY

- If Seller marked or designated any Documents provided by Seller to Purchaser after the Effective Date as Confidential Document Information, until the Closing Purchaser shall hold it in confidence, not use it to the detriment of Seller, and not disclose or otherwise make it available to a third party without the prior written consent of Seller (which consent may be given or withheld in Seller's sole discretion), except (i) as otherwise may be required by law or legal process, including, without limitation. in confidence to legal and financial advisors in their capacity of advising a party in such matters; (ii) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (iii) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with its obligations under this Agreement; (iv) by Purchaser, to potential purchasers or licensees of the Assigned Patent Rights; (v) in order to perfect Purchaser's interest in the Assigned Patent Rights with any governmental patent office (including, without limitation, recording the Executed Assignment in any governmental patent office); or (vi) to enforce Purchaser's right, title, and interest in and to the Assigned Patent Rights; provided that, in (i) and (ii) above, (a) the disclosing party will use all legitimate and legat means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (b) the disclosing party will provide the other party with at least ten (10) calendar days' prior written notice of such disclosure.
- 6.2 The provisions of Sections 3.5 and 6.1 do not apply to Confidential Document Information which: (a) is or becomes generally available to the public through no fault of the Purchaser; (b) Purchaser can demonstrate by written evidence was in its possession prior to disclosure by Seller; (c) Purchaser subsequently obtains from a third party who discloses it without breach of a confidentiality obligation; (d) must reasonably be disclosed in order for Purchaser to enforce its rights under this Agreement; or (e) is disclosed pursuant to, or as a result of, compliance with an order of any court or government or government agency. All of Purchaser's obligations under Section 6.1 shall expire upon the Closing.
- 6.3 The parties hereto will keep the terms and existence of this Agreement and the identities of the parties hereto and their Affiliates confidential and will not now or hereafter divulge any of this information to any third party except (i) with the prior written consent of the other party; (ii) as otherwise may be required by law or legal process, including, without limitation, in confidence to legal and financial advisors in their capacity of advising a party in such matters; (iii) during the course of litigation, so long as the disclosure

of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (iv) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with its obligations under this Agreement; (v) by Purchaser, to potential purchasers or licensees of the Assigned Patent Rights; (vi) in order to perfect Purchaser's interest in the Assigned Patent Rights with any governmental patent office (including, without limitation, recording the Executed Assignment in any governmental patent office); (vii) by Purchaser, in the course of any legal proceeding to support any claim or defense; (viii) to inform either party's existing licensees or prospective licensees of the Seller's assignment to Purchaser of the Assigned Patent Rights assigned by this Agreement (provided that Seller shall not disclose any of the terms of this Agreement); or (ix) to enforce Purchaser's right, title, and interest in and to the Assigned Patent Rights; provided that, in (ii) above, (a) the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or

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protective order whenever appropriate or available; and (b) the disclosing party will provide the other party with at least ten (10) calendar days' prior written notice of such disclosure. Without limiting the foregoing, Seiler shall use reasonable efforts to cause its agents involved in this transaction to abide by the terms of this Section 6.3, including, without limitation, ensuring that such agents do not disclose or otherwise publicize the existence of this transaction with actual or potential clients in marketing materials, or industry conferences. For the avoidance of doubt, Seller and its Affiliates shall have the right to disclose to third parties (a) the fact that Seller and its Affillates have rights under the Seller License and (b) the provisions of the Seller License set forth in Section 4.3 and any supporting definitions or terms. The parties acknowledge and agree that (i) damages alone would be insufficient to compensate for breach of the obligations under this Section 6.3 and that irreparable harm would result from such breach, and (ii) either party may seek specific performance of the obligations under this Section 6.3 in a court of competent jurisdiction through a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm.

#### **ARTICLE VII - GENERAL PROVISIONS**

- 7.1 This Agreement (and all exhibits and schedules hereto) constitutes the entire agreement and understanding of the parties with regard to the subject matter hereof and merges and supersedes all prior discussions, negotiations, understandings and agreements between the parties concerning the subject matter hereof. The Agreement may not be modified except by a written instrument signed by duly authorized representatives of the parties. This requirement of written form can only be waived in writing. Neither party shall be bound by any definition, condition, warranty, right, duty or covenant other than as expressly stated in this Agreement or as subsequently set forth in a written document signed by both parties. Each party expressly waives any Implied right or obligation regarding the subject matter hereof. The following exhibits are attached hereto and incorporated herein: Exhibit A (entitled "Patents to be Assigned"); Exhibit B (entitled "Assignment of Patent Rights"); and Exhibit C (entitled "AT&T Licenses"). In the event of any conflict between the terms of this Agreement and those of the Assignment of Patent Rights in Exhibit B, the terms of this Agreement shall be controlling.
- 7.2 This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of New York and the United States, without reference to or application of any choice of law principles to the contrary.
- 7.3 Each party hereto agrees to execute, acknowledge and deliver all such further instruments, and to do all such further acts, as may be necessary or appropriate to carry out the intent and purposes of this Agreement. To the extent that any conception and reduction to practice information is not provided as required in Section 2.6 as part of the Deliverables, Seller shall promptly respond to Purchaser's requests for any such additional information that may exist, if needed by Purchaser in connection with the prosecution and enforcement of the Patents.
- 7.4 Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction by a court sitting in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.
- 7. 5 Except as expressly stated herein, nothing in this Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto or their successors and assigns. Purchaser may assign this Agreement without the prior consent of Seller. Seller may assign this Agreement without the prior consent of Purchaser (i) to any Affiliate of Seller provided that (a) such assignment will be effective only during the time that such Affiliate meets all the requirements under this Agreement to be an Affiliate of Seller and (b) Seller will be jointly and severally liable with any such Affiliate for (i) any breach of the representations and warranties of Section 5.1 and (ii) performance under

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Sections 4.5 and 6.3. Seller shall, within thirty (30) days after any assignment to any Affiliate of Seller, provide Purchaser with written notice of such assignment.

- 7.6 The headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.
- 7. 7 No term or provision hereof will be considered waived by either party hereto, and no breach consented to by either party hereto, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver or consent is asserted. No consent to or waiver of a breach by either party hereto, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such party.
- 7.8 On behalf of themselves and their Affiliates, the parties hereby acknowledge and agree that:
  (a) the provisions and restrictions contained in this Agreement are reasonable and necessary for protection of the legitimate interests of the parties hereto; and (b) any material violation of any provision of this Agreement by a party hereto or such party's Affiliate, agents and representatives may result in irreparable injury to the other party hereto, which injury may be inadequately compensable in monetary damages. Accordingly, each party acknowledges and agrees that the other party shall be entitled to seek preliminary and/or permanent injunctive relief from any material violation or threatened violation of this Agreement by the other party hereto or by such other party's Affiliates, agents or representatives, without the necessity of proving actual damages or posting any bond or other security. The rights and remedies of each party under this Agreement shall be cumulative and in addition to any other rights or remedies to which the party may be entitled under this Agreement, at law, or in equity.
- 7.9 All notices given hereunder will be given in writing (in English or with an English translation) and shall make reference to this Agreement. Any notice sent to either party pursuant to this Agreement will be deemed effective on the date sent by first class mail, postage prepaid, to the physical address specified below. Either party may change its contact address by written notice to the other party:

If to Seller: AT&T Intellectual Property, LLC 675 West Peachtree, Suite 40G03 Atlanta, GA 30375 Attn: Glenn Del Grosso

With a copy to:
Michael L. Bishop, Esq.
General Counsel, AT&T IP
675 West Peachtree, Suite 40A01
Atlanta, GA 30375

If to Purchaser: Nest Labs, Inc. 3400 Hillview Avenue Palo Alto, CA 94304 Attn: Patent Counsel

With a copy to: Google LLC 1600 Amphitheatre Parkway Mountain View, CA 94043 Attn: Patent Counsel

- 7 .10 This Agreement may be executed by each party in multiple counterparts, each of which shall be deemed an original, but both originals together shall constitute only one and the same instrument.
- 7.11 The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.
- 7. 12 The parties have agreed to treat Seller and its counsels' communications relating to the Patents as protected by the common interest privilege that protects the attorney-client privilege and the work product doctrine in support of Purchaser's continued prosecution of the Patents, including, without limitation, any exchange of proprietary documents revealing legal strategies and the exchange of attorney work product between the parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below:

Seller:

AT&T Jøtelledjual Property, LLC

Purchaser:

Google, LLC

Name: Michael Lee

Title: Head of Patents

Date: December 8, 2017

Exhibits A B List of Patents and Applications

Assignment of Patent Rights C

AT&T Licenses

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# EXHIBIT A

# LIST OF PATENTS AND APPLICATIONS

Docket #	Relationship	Application Date	Application #	Patent#	Substatus	Patent Title
00029	Original Filing	19-Dec-00	09/739339	6799049	Patented	System And Method For Tracking Movement Of A Wireless Device
00030	Original Filing	30-Jun-00	09/606535	6738808	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	8-Apr-04	10/819940	7069319	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	15-Mar-06	11/375849	7418503	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	26-Aug-08	12/198346	8041817	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	27-Sep-11	13/246193	8402117	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	27-Feb-13	13/778264	8645505	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	13-Dec-13	14/105544	9571958	Patented	Anonymous Location Service For Wireless Networks
00031	Original Filing	30-Jun-00	09/606534	6675017	Patented	Location Blocking Service For Wireless Networks
00031	Continuation	12-Nov-03	10/704775	7664509	Patented	Location Blocking

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						Service For Wireless Networks
00031	Continuation	29-Dec-09	12/648424	7873369	Patented	Location Blocking Service For Wireless Networks
00065	Original Filing	1-Aug-00	09/630134	7796998	Patented	Method And System For Delivery Of A Calling Party's Location
00065	Original Filing	16-Jul-01	PCT/US01/2 2295			Method And System For Delivery Of A Calling Party's Location
00065	Continuation	30-Jul-10	12/847278	7966026	Patented	Method And System For Delivery Of A Calling Party's Location
00065	AU	National Phase	N/A	2002227615	Lapsed	Method And System For Delivery Of A Calling Party's Location
00066	Original Filing	19-Dec-00	09/739315	7130630	Patented	Location Query Service For Wireless Networks
00066	Continuation	30-Oct-06	11/589688	7636575	Patented	Third Party Location Query For Wireless Networks
00066	Continuation	16-Oct-09	12/580616	7844284	Patented	Third Party Location Query For Wireless Networks
00066	Continuation	21-Oct-10	12/909401	8064930	Patented	Third Party Location Query For Wireless Networks
00066	Continuation	4-Nov-11	13/289297	8463724	Patented	Third Party Location Query For Wireless Networks
00066	Continuation	8-Jul-13	13/936251	9078094	Patented	Third Party Location Query For Wireless Networks

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00066	Continuation	6-Jul-15	44/700400	Toeanara	10-4	Ta
			14/792499	9648454	Patented	System And Method For Permission To Access Mobile Location Information
00067	Original Filing	19-Dec-00	09/739162	7181225	Patented	System And Method For Surveying Wireless Device Users By Location
00067	Continuation	12-Dec-06	11/637369	8010126	Patented	Surveying Wireless Device Users By Location
00067	Continuation	1-Aug-11	13/195086	8538456	Patented	Surveying Wireless Device Users By Location
00067	Continuation	16-Sep-13	14/027475	8805414	Patented	Surveying Wireless Device Users By Location
00067	Continuation	8-Aug-14	14/455173	9501780	Patented	Surveying Wireless Device Users By Location
00068	Original Filing	19-Dec-00	09/739340	7116977	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation- In-Part	21-Jul-05	11/187347	7428411	Patented	Location-Based Security Rules
00068	Division	9-Dec-05	11/298149	7383052	Patented	System And Method For Using Location Information To Execute An Action
88000	Division	9-Dec-05	11/298419	7593712	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation- In-Part	15-Dec-05	11/300694	7245925	Patented	System And Method For Using Location

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						Information To Execute An Action
00068	Continuation	6-Sep-06	11/516164		Abandoned	System And Method For Using Location Information To Execute An Action
00068	Division	15-Sep-06	11/522239	7412234	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	28-Sep-06	11/528782	7941130	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	18-Dec-07	11/959283	8644506	Patented	Location-Based Security Rules
00068	Continuation	3-Jun-08	12/132104	8260239	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	8-Aug-08	12/188375	8639235	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	25-Jun-12	13/531764	9020489	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	23-Jul-12	13/555239	8825035	Patented	System And Method For Remote Control Of Appliances Utilizing Mobile Location-Based Applications
88000	Continuation	6-Jan-14	14/148424		Final Office Action	Location-Based Security Rules

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00068	Continuation	29-Aug-14	14/472806	9584647	Patented	System And Method For Remote Control Of Appliances Utilizing Mobile Location-Based Applications
00398	Original Filing	19-Dec-00	09/740375		Abandoned	Identity Blocking Service From A Web Advertiser
00399	Original Filing	19-Dec-00	09/740373	7085555	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	30-Dec-05	11/322531	7664488	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	30-Dec-09	12/650488	8086224	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	15-Nov-11	13/297137	8391847	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	5-Mar-13	13/786415	9466076	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	10-Oct-16	15/289660		Allowed	Location Blocking Service From A Web Advertiser
00399	Continuation		•		Authorized	Location Blocking Service From A Web Advertiser
00030A	Original Filing	19-Dec-00	09/740372	7110749	Patented	Identity Blocking Service From A Wireless Service Provider
00030A	Continuation	17-Oct-05	11/252039	7603110	Patented	Identity Blocking Service From A Wireless Service Provider

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00030A	Continuation	2-Sep-09	12/552767	7894801	Patented	Identity Blocking Service From A Wireless Service Provider
00030A	Continuation	22-Feb-11	13/031721	8165568	Patented	Identity Blocking Service From A Wireless Service Provider
D0030A	Continuation	2-Apr-12	13/437076	8494501	Patented	Identity Blocking Service From A Wireless Service Provider
00030A	Continuation	22-Jul-13	13/947150	8755777	Patented	Identity Blocking Service From A Wireless Service Provider
00031A	Original Filing	19-Dec-00	09/740414	7224978	Patented	Location Blocking Service From A Wireless Service Provider
00031A	Continuation	19-Apr-06	11/406881	7509133	Patented .	Location Blocking Service From A Wireless Service Provider
00031A	Continuation	30-Jun-08	12/164307	8185130	Patented	Location Blocking Service From A Wireless Service Provider
00031A	Continuation	2-May-12	13/461942	8509813	Patented	Location Blocking Service From A Wireless Service Provider
00031A	Continuation	12-Aug-13	13/964641	8874140	Patented	Location Blocking Service From A Wireless Service Provider

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00031A	Continuation	27-Oct-14	14/524086	9763091	Patented	Location
						Blocking
						Service From A
						Wireless
						Service
						Provider

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#### EXHIBIT B

#### ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights ("Assignment") is made and entered into on this 11 day of 1000 and 2017, by and between:

AT&T Intellectual Property I, L.P., a partnership organized and existing under the taws of the State of Nevada, with a place of business at 645 E. Plumb Lane, Reno, Nevada 89502 ("Assignor"); and

Google LLC, a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to snd has agreed to assign and transfer to Assignee all right, title and interest in and to the Patents (as that term is defined below) and the additional rights set forth below;

WHEREAS, Assignee is desirous of acquiring all right, title, and Interest in and to the Patents.

"Listed Patents" means the patents and patent applications set forth on Attachment A hereto.

"Patents" means all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority and for (iii) to which any of the Listed Patents are terminally disclaimed; (c) any patents issuing anywhere in the world from any of the patent applications in any of the foregoing categories (a) and (b); (d) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) through (c); (e) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (d), including, but not limited to, certificates of invention and utility models; (f) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (b) through (e) whether or not expressly listed in Attachment A herato (provided such item meets the definition of "Patents" herein) and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey to Assignee, or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (collectively, the "Patent Rights"); (a) the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: all rights pursuant to 35 U.S.C. § 154; (b) all rights to apply in any country for patents, certification of invention, utility models, industrial design protections, design patent protection or other governmental grants or issuances corresponding to any of the foregoing throughout the world, including, without Imitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (c) all inventions set forth in any of the Assigned Patents; and (d) all past, present and future causes of action (whether currently pending, filed, or otherwise) and other enforcement actions (including, without limitation, all rights to damages, injunctive remedies and relief, and other remedies of any kind for past, current and future infringement) and all rights to collect royalties (other than royalties or other payments due under agreements entered Into by Assignor and third parties prior to the date of this Assignment), damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future Infringements or dilutions. The assignment of the Patents includes all documents related to the conception, diligence and reduction to practice of the Inventions disclosed in the Patents and all domestic and international patent filing gocuments.

Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to issue patents on the applications included in the Patent Rights, to issue all Letters Patent, patents, certificates of invention, utility models or other governmental grants or issuances for the inventions disclosed therein to Assignee, its successors and assigns, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patent Rights to be executed by its duty authorized representative on the date set forth below.

ASSIGNOR:

AT&T, Intellectual Property I, L.P.

By \\_\(\lambda \lambda \lambda

AT&T intellectual Property Inc.

As General Partner for AT&T intellectual Property I. L.P.

On this 1 day of 20.2017, before me, a Notary Public, appeared 10.00, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal

Notary Public

# **ATTACHMENT A TO EXHIBIT B**

# LIST OF PATENTS AND APPLICATIONS

Docket #	Relationship	Application Date	Application #	Patent#	Substatus	Patent Title
00029	Orlginal Filing	19-Dec-00	09/739339	6799049	Patented	System And Method For Tracking Movement Of A Wireless Device
00030	Original Filing	30-Jun-00	09/606535	6738808	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	8-Apr-04	10/819940	7069319	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	15-Mar-06	11/375849	7418503	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	26-Aug-08	12/198346	8041817	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	27-Sep-11	13/246193	8402117	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	27-Feb-13	13/778264	8645505	Patented	Anonymous Location Service For Wireless Networks
00030	Continuation	13-Dec-13	14/105544	9571958	Patented	Anonymous Location Service For Wireless Networks
00031	Original Filing	30-Jun-00	D9/606534	6675017	Patented	Location Blocking Service For Wireless Networks
00031	Continuation	12-Nov-03	10/704775	7664509	Patented	Location Blocking Service For

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						Wireless Networks
00031	Continuation	29-Dec-09	12/648424	7873369	Patented	Location Blocking Service For Wireless Networks
00065	Original Filing	1-Aug-00	09/630134	7796998	Patented	Method And System For Delivery Of A Calling Party's Location
00065	Original Filing	16-Jul-01	PCT/US01/2 2295			Method And System For Delivery Of A Calling Party's Location
00065	Continuation	30-Jul-10	12/847278	7966026	Patented	Method And System For Delivery Of A Calling Party's Location
00065	AU	National Phase	N/A	2002227515	Lapsed	Method And System For Delivery Of A Calling Party's Location
00086	Original Filing	19-Dec-00	09/739315	7130630	Patented	Location Query Service For Wireless Networks
00066	Continuation	30-Oct-06	11/589688	7636575	Patented	Third Party Location Query For Wireless Networks
00066	Continuation	16-Oct-09	12/580616	7844284	Patented	Third Party Location Query For Wireless Networks
00066	Continuation	21-Oct-10	12/909401	8064930	Patented	Third Party Location Query For Wireless Networks
00066	Continuation	4-Nov-11	13/289297	8483724	Patented	Third Party Location Query For Wireless Networks
)0066	Continuation	8-Jul-13	13/936251	9078094	Patented	Third Party Location Query For Wireless Networks
00066	Continuation	6-Jul-15	14/792499	9648454	Patented	System And Method For

						Permission To Access Mobile Location Information
00067	Original Filing	19-Dec-00	09/739162	7181225	Patented	System And Method For Surveying Wireless Device Users By Location
00067	Continuation	12-Dec-06	11/637369	8010126	Patented	Surveying Wireless Device Users By Location
00067	Continuation	1-Aug-11	13/195086	8538456	Patented	Surveying Wireless Device Users By Location
00067	Continuation	16-Sep-13	14/027475	8805414	Patented	Surveying Wireless Device Users By Location
00067	Continuation	8-Aug-14	14/455173	9501780	Patented	Surveying Wireless Device Users By Location
00068	Original Filing	19-Dec-00	09/739340	7116977	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation- In-Part	21-Jul-05	11/187347	7428411	Patented	Location-Based Security Rules
00068	Division	9-Dec-05	11/298149	7383052	Patented	System And Method For Using Location Information To Execute An Action
00068	Division	9-Dec-05	11/298419	7593712	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation- In-Part	15-Dec-05	11/300694	7245925	Patented	System And Method For Using Location Information To Execute An Action

00068	Continuation	6-Sep-06	11/516164		Abandoned	System And Method For Using Location Information To Execute An Action
00068	Division	15-Sep-06	11/522239	7412234	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	28-Sep-06	11/528782	7941130	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	18-Dec-07	11/959283	8644506	Patented	Location-Based Security Rules
00068	Continuation .	3-Jun-08	12/132104	8260239	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	8-Aug-08	12/188375	8639235	Patented	System And Method For Using Location Information To Execute An Action
88000	Continuation	25-Jun-12	13/531764	9020489	Patented	System And Method For Using Location Information To Execute An Action
00068	Continuation	23-Jul-12	13/555239	8825035	Patented	System And Method For Remote Control Of Appliances Utilizing Mobile Location-Based Applications
89000	Continuation	6-Jan-14	14/148424		Final Office Action	Location-Based Security Rules
00068	Continuation	29-Aug-14	14/472806	9584647	Patented	System And Method For Remote Control Of

						Appliances Utilizing Mobile Location-Based Applications
00398	Original Filing	19-Dec-00	09/740375		Abandoned	Identity Blocking Service From A Web Advertiser
00399	Original Filing	19-Dec-00	09/740373	7085555	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	30-Dec-05	11/322531	7664488	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	30-Dec-09	12/650488	8086224	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	15-Nov-11	13/297137	8391847	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	5-Mar-13	13/786415	9466076	Patented	Location Blocking Service From A Web Advertiser
00399	Continuation	10-Oct-16	15/289660		Allowed	Location Blocking Service From A Web Advertiser
00399	Continuation				Authorized	Location Blocking Service From A Web Advertiser
00030A	Original Filing	19-Dec-00	09/740372	7110749	Patented	identity Blocking Service From A Wireless Service Provider
00030A	Continuation	17-Oct-05	11/252039	7603110	Patented	Identity Blocking Service From A Wireless Service Provider
00030A	Continuation	2-Sep-09	12/562767	7894801	Patented	Identity Blocking Service From A Wireless Service

	<b>_</b>					Provider
00030A	Continuation	22-Feb-11	13/031721	8165568	Patented	Identity Blocking Service From A Wireless Service Provider
00030A	Continuation	2-Apr-12	13/437076	8494501	Patented	Identity Blocking Service From A Wireless Service Provider
00030A	Continuation	22-Jul-13	13/947150	8755777	Patented	Identity Blocking Service From A Wireless Service Provider
00031A	Original Filing	19-Dec-00	09/740414	7224978	Patented	Location Blocking Service From A Wireless Service Provider
00031Ä	Continuation	19-Apr-06	11/406881	7509133	Patented	Location Blocking Service From A Wireless Service Provider
00031A	Continuation	30-Jun-08	12/164307	8185130	Patented	Location Blocking Service From A Wireless Service Provider
00031A	Continuation	2-May-12	13/461942	8509813	Patented	Location Blocking Service From A Wireless Service Provider
00031A	Continuation	12-Aug-13	13/964641	8874140	Patented	Location Blocking Service From A Wireless Service Provider
00031A	Continuation	27-Oct-14	14/524086	9763091	Patented	Location Blocking Service From A Wireless Service Provider

## EXHIBIT C

## AT&T Licenses

Kyocera, Arris, Rovi/TiVo, Lenovo, Wistron NeWeb Corp., Cox Communications, Huawei, Telephone Communication Limited, Nagravision SA, Humax, Tech Mahindra

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> PATENT REEL: 044995 FRAME: 0537

**RECORDED: 12/28/2017**