

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT4825544

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
PHOENICIA INNOVATIONS LLC	01/31/2018

**RECEIVING PARTY DATA**

<b>Name:</b>	UNILOC LUXEMBOURG S.A.
<b>Street Address:</b>	14, RUE EDWARD STEICHEN
<b>City:</b>	LUXEMBOURG
<b>State/Country:</b>	LUXEMBOURG
<b>Postal Code:</b>	L-2540

**PROPERTY NUMBERS Total: 20**

Property Type	Number
Patent Number:	5483468
Patent Number:	5659687
Patent Number:	6151676
Patent Number:	6182220
Patent Number:	6282318
Patent Number:	6351561
Patent Number:	6366908
Patent Number:	6385607
Patent Number:	6408293
Patent Number:	6453416
Patent Number:	6529882
Patent Number:	6731285
Patent Number:	6882991
Patent Number:	7003497
Patent Number:	7093298
Patent Number:	7107445
Patent Number:	7134017
Patent Number:	7853500
Patent Number:	8117113
Patent Number:	8332302

PATENT

**CORRESPONDENCE DATA****Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

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**Email:** kris.pangan@unilocusa.com  
**Correspondent Name:** UNILOC USA, INC.  
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**Address Line 2:** SUITE 380  
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<b>NAME OF SUBMITTER:</b>	KRIS PANGAN
<b>SIGNATURE:</b>	/Kris Pangan/
<b>DATE SIGNED:</b>	02/14/2018

**Total Attachments: 3**

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source=Phoenicia Innovations LLC Assignment - Executed#page2.tif  
source=Phoenicia Innovations LLC Assignment - Executed#page3.tif

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Phoenixia Innovations LLC, with principal offices at 2300 Carillon Point, Kirkland, Washington 98003 ("Assignor"), does hereby sell, assign, transfer, and convey unto Uniloc Luxembourg S.A., a Luxembourg Corporation with principal offices at 14, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

(a) the patents and patent applications listed in the table below (the "Patents");

Patent No.	Country	Patent No.	Country	Patent No.	Country
5,483,468	United States	6,385,607	United States	7,093,298	United States
5,659,687	United States	6,408,293	United States	7,107,445	United States
6,151,676	United States	6,453,416	United States	7,134,017	United States
6,182,220	United States	6,529,882	United States	7,853,500	United States
6,282,318	United States	6,731,285	United States	8,117,113	United States
6,351,561	United States	6,882,991	United States	8,332,302	United States
6,366,908	United States	7,003,497	United States		

(b) to the extent not listed above, all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and (ii) for which any of the Patents directly or indirectly forms a basis for priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item related to any of the Patents and/or any item in the foregoing category (b);

(d) all foreign counterpart patents and foreign counterpart patent applications, that are related to the Patents and/or any item in any of the foregoing categories (b) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) any patents or patent applications that would affect the term or enforcement of any of the Patents directly or indirectly if such patents or patent applications were not transferred to Uniloc with the Patents;

(f) all right, title and interest in and to all inventions, invention disclosures, and discoveries described in any of the Patents;

(g) all right, title and interest Pendrell acquired by way of the Assignment Agreements from original inventors and prior owners of the Patents;

(h) all other applications that are related to the Patents and/or any item in any of the foregoing categories (b) through (g), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(i) all 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/or any item in any of the foregoing categories (b) through (h), including,

without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(j) all right, title and interest to all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and all other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (i), including, without limitation, all causes of action and other enforcement rights for

(i) damages (past, current and future), (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement, and

(k) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (i).

Assignor represents warrants and covenants that:

(1) Assignor has the **FULL POWER** and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things reasonably necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights, and to provide prompt production of pertinent facts and documents, give testimony, execute petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assist as reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

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.

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Kirkland, on 1/21/18, WA

ASSIGNOR:

Phoenicia Innovations LLC

By: [Signature]  
Name: Tim Dorris  
Title: Co-Founder/Manager

(Signature MUST be notarized)

STATE OF WA ) ) COUNTY OF King

On 1/21/18, before me, TERESA MASON, Notary Public in and for said State, personally appeared JIM DOZIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
Signature [Signature]

(Seal)

