

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4959132

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLUSTER LLC	02/19/2015
RECEIVING PARTY DATA		
Name:	OPTIS WIRELESS TECHNOLOGY, LLC	
Street Address:	7161 BISHOP ROAD	
Internal Address:	SUITE 200	
City:	PLANO	
State/Country:	TEXAS	
Postal Code:	75024	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15864106
CORRESPONDENCE DATA		
Fax Number:	(972)202-5013	
<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:	9722029906	
Email:	tmugabe@marconigroup.com	
Correspondent Name:	TARA WILSON-MUGABE	
Address Line 1:	7160 DALLAS PKWY.	
Address Line 4:	PLANO, TEXAS 75024	
ATTORNEY DOCKET NUMBER:	HE603US4	
NAME OF SUBMITTER:	TARA WILSON-MUGABE	
SIGNATURE:	/Tara Wilson-Mugabe/	
DATE SIGNED:	05/14/2018	
Total Attachments: 7		
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E SUB PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“*Agreement*”) dated as of February 19, 2015 (the “*Effective Date*”) by and between:

- (i) Cluster LLC, a Delaware limited liability company, with its registered office presently located at c/o National corporate Research, Ltd., 615 South DuPont, Highway, Dover, Kent County, Delaware 19901 (“*Assignor*”); and
- (ii) Optis Wireless Technology, LLC, a Delaware limited liability company, with its registered office presently located at 7161 Bishop Road, Suite 200, Plano, Texas 75024 (“*Assignee*”).

WITNESSETH:

WHEREAS, Assignor wishes to transfer its rights in the Assigned Patents (as defined below) to Assignee as further set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant and subject to the terms and conditions of the Letter Agreement, dated February 19, 2015, by and among Assignor, Assignee and the other parties thereto (the “*Letter Agreement*”) and the Patent Sale and Grant-Back License Agreement, dated February 19, 2015, by and between Assignor and Assignee (the “*Grantback Agreement*”) Assignor hereby transfers, assigns and conveys to Assignee its right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in and to all of the patents, patent applications and provisional patent applications set forth on Schedule A attached hereto (collectively, the “*Assigned Patents*”), in each case, subject to all existing encumbrances as of the date hereof and as set forth in the Letter Agreement and Grantback Agreement. Pursuant to the foregoing assignment, each of the Assigned Patents shall hereafter be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Agreement had not been made. The foregoing assignment includes, without limitation, the rights of Assignor, if any, to (A) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors’ certificates for the Assigned Patents; (B) prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patents; (C) claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the applicable Assignor in all matters related to the Assigned Patents.

2. Authorization. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the “*Applicable*

IP Offices”) to: (A) issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the Assignor’s interest therein; and (B) record Assignee as the assignee of the Assigned Patents and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

3. Further Assurances. Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement, including, without limitation, by providing executed originals of short-form assignment agreements entered into by Assignor and Assignee on the Effective Date for filing or otherwise evidencing the assignments set forth in this Agreement with the Applicable IP Offices; provided, however, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.

4. Governing Law. This Agreement shall be governed by the laws of Delaware.

5. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Letter Agreement, that certain Master Sale Agreement, dated December 5, 2013, as amended, restated, modified and supplemented and in effect as of the date hereof, by and among the parties thereto, or any of the other Ancillary Agreements (as defined in the Master Sale Agreement) referred to therein; provided that for purposes of this Agreement such term shall exclude this Agreement), the terms and conditions of the Letter Agreement and the Grantback Agreement shall govern.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

Assignor:

CLUSTER LLC

By: Aktiebolaget Aulis, its Manager

By: 

Name: PETER JUREK

Title: VP + AUTHORIZED PERSON

By: 

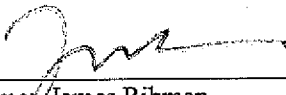
Name: RICHARD FLEETWOOD

Title: VP + AUTHORIZED PERSON

Assignee:

OPTIS WIRELESS TECHNOLOGY, LLC

By


Name: James Ribman

Title: President

Schedule A
LIST OF ASSIGNED PATENTS

Ref No.	Country	Status	App No.	App Date	Patent No.	Patent Date
P05484 FAM	US	GRANTED	08/414051	1991-08-01	6430417	2002-08-06
P23297 FAM	US	GRANTED	12/516711	2007-12-17	8254392	2012-08-28
P23297 FAM	TW	GRANTED	096148475	2007-12-18	1433493	2014-04-01
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P23297 FAM	JP	GRANTED	2009-540792	2007-12-17	4988854	2012-05-11
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P23617 FAM	TW	FILED(ALL)	097105069	2008-02-13		
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