505150881 10/19/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5197648

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|---------------------------|
| NATURE OF CONVEYANCE: | MERGER AND CHANGE OF NAME |
| EFFECTIVE DATE: | 01/01/2017 |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------------------------|----------------|
| SONY INTERACTIVE ENTERTAINMENT LLC | 01/01/2017 |

NEWLY MERGED ENTITY DATA

| Name | Execution Date |
|--|----------------|
| SONY INTERACTIVE ENTERTAINMENT NETWORK AMERICA LLC | 01/01/2017 |

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

| Name: | SONY INTERACTIVE ENTERTAINMENT LLC |
|-----------------|------------------------------------|
| Street Address: | 2207 BRIDGEPOINTE PARKWAY |
| City: | SAN MATEO |
| State/Country: | CALIFORNIA |
| Postal Code: | 94404 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 15347717 |

CORRESPONDENCE DATA

Fax Number: (650)812-3444

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: 650-812-3400

mtuman@carrferrell.com, wyamazaki@carrferrell.com, Email:

patdocket@carrferrell.com

Correspondent Name: MICHAEL TUMAN Address Line 1: **CARR & FERRELL LLP** Address Line 2: 120 CONSTITUTION DRIVE

Address Line 4: MENLO PARK, CALIFORNIA 94025

| ATTORNEY DOCKET NUMBER: | PA7488US |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | MICHAEL TUMAN |
| SIGNATURE: | /Michael Tuman/ |
| DATE SIGNED: | 10/19/2018 |

Total Attachments: 5 source=7488US_Merger#page1.tif source=7488US_Merger#page2.tif source=7488US_Merger#page3.tif source=7488US_Merger#page4.tif source=7488US_Merger#page5.tif

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Secretary of State State of California



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EFFECTIVE DATE

State of California Secretary of State

Certificate of Merger

(California Corporations Code sections 1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

| IMPORTANT — Read all instructions bef | ore completing t | his form. / CC | This Space For F | iling Use Only |
|--|--------------------------------|------------------------------|---------------------------------------|--|
| 1. NAME OF SURVIVING ENTITY | 2. TYPE OF ENTITY | B. CA SECHETARY OF S | TATE EII E NI MEER | 4. JURISDICTION |
| Sony interactive entertainment network america LLC | LLC | 2016357100 | | California |
| 5. NAME OF DISAPPEARING ENTITY | S. TYPE OF ENTITY | 7. CA SECRETARY OF S | TATE FILE NUMBER | 6. JURISDICTION |
| SONY INTERACTIVE ENTERTAINMENT LLC | LLC | 201609210172 | | California |
| 9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTEREBTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERIGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.) | | | | |
| SURVIVING ENTITY | | DISAPE | EARING ENTITY | |
| | E VOTE REQUIRED | OLASS AND NUMBER | AND PERC | ENTAGE VOTE REQUIRED |
| | 00% | Sole member | | 100% |
| 16. IF EQUITY SECURITIES OF A PARENT RARTY ARE TO BE | issued in the Meage | r, check the applicable s | ITATEMENT. | and the same of th |
| No vote of the shareholders of the parent party wa | Formore | The required vote of the sha | | |
| 11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABLITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY. | | | | |
| The name of the surviving company v | vill be changed | to Sany Interactive | Entertainment | LLC. |
| 2. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIM A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PR | DI ITV COMBANY I MIT | TEN DARROWS OF SAME | | |
| PRINCIPAL ADDRESS OF SURVIVING ENTITY | | ITY AND STATE | | ZIP CODE |
| | | | | .A. 000E |
| 3. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERIGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED, ATTACH ADDITIONAL PAGES, IF NECESSARY. | | | | |
| 4. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN THE MERGIEN. | OTHER BUSINESS ENT | TTY IS AUTHORIZED TO EFFE | OT 15, FUTURE EFFE | OTIVEDATE, IF ANY O1 2017 (Day) (Year) |
| ADDITIONAL INFORMATION SET FORTH ON ATTACHED CERTIFICATE. | PAGES, IF ANY, IS IN | CORPORATED HEREIN BY | THIS REFERENCE ANI | |
| C. LOSTIFY UNDER PENALTY OF PERJURY UNDER THE LA KNOWLEDGE, I DECLARE LAM THE PERSON WHO EXECUT | LED THE INSTITUTION EN | , which execution is My A | UT AND DEED. | · · · · · · · · · · · · · · · · · · · |
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| SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEAR | RING ENTITY DATE | TYPE OR PRINT NAME AN | ID TITLE OF AUTHODIS | En Reason |
| For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: | | | | |
| E MERGER-1 (REV 61/2016) | | | | |
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AGREEMENT OF MERGER

OF

SONY INTERACTIVE ENTERTAINMENT LLC

(a California limited liability company)

AND

SONY INTERACTIVE ENTERTAINMENT NETWORK AMERICA LLC (a California limited liability company)

THIS AGREEMENT OF MERGER, approved on December (4, 2016 by Sony Interactive Entertainment LLC, a California limited liability company ("SIE") by resolutions adopted by its board of directors and sole member on said date, and approved on December (4).

2016 by Sony Interactive Entertainment Network America LLC, a California limited liability company ("SIENA") by resolutions adopted by its board of directors and sole member on said date.

WHEREAS, SIE is a California limited liability company with its registered office therein located at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833-3505, Sacramento County; and

WHEREAS, all of the membership interest of SIE are issued to and owned by Sony Corporation of America ("SCA"); and

WHEREAS, SIENA is a California limited liability company with its registered office therein located at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833-3505, Sacramento County; and

WHEREAS, all of the membership interests of SIENA are issued to and owned by SIE; and

WHEREAS, the sole member of SIE and the sole member of SIENA have determined that it is in the best interest of their respective companies to merge SIE with and into SIENA, pursuant to the provisions of the California Corporations Code, Title 2.6, Section 17700 et seq. ("LLCA") upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree as follows:

- 1.1 Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 1.4 of this Agreement), SIE shall be merged with and into its wholly-owned subsidiary, SIENA.
- 1.2 <u>Surviving Company</u>. SIENA shall be the surviving company in the Merger (the "<u>Surviving Company</u>"). The Surviving Company shall succeed by operation of law, without other transfer or action, to all of the rights and property of SIE, and shall assume all debts, obligations and liabilities of SIE as if the Surviving Company had itself incurred such debts, obligations and liabilities.

- 1.3 <u>Name of Surviving Company</u>. The Surviving Company shall continue to exist as the surviving company under the name Sony Interactive Entertainment LLC.
- 1.4 <u>Filing and Effectiveness</u>. Certificate of Merger will be filed with the Secretary of State of the State of California to become effective on January 1, 2017 at 10:00 a.m. Pacific Standard Time (the "<u>Effective Time</u>").
- 1.5 <u>Effect of the Merger</u>. At the Effective Time, by virtue of the Merger and without any action on the part of SIE, all of the membership interests in the Surviving Company shall be held by SCA, the current parent of SIE.

ARTICLE II

CHARTER DOCUMENTS AND BOARD OF DIRECTORS

- 2.1 <u>Certificate of Formation</u>. The Certificate of Formation of SIENA, as now in force and effect, as modified by the Articles of Organization Conversion effective January 1, 2017, and as modified by the Certificate of Merger filed to effect the Merger hereunder, shall be the Certificate of Formation of the Surviving Company, until amended in accordance with the terms thereof.
- 2.2 <u>Limited Liability Company Agreement</u>. The present Operating Agreement of SIENA (the "<u>LLC Agreement</u>"), is hereby confirmed and shall be the LLC Agreement of the Surviving Company, until amended in accordance with the terms thereof.
- 2.3 <u>Manager</u>. The Company shall be managed by one manager, to be referred to as the Board of Directors of the Company.

ARTICLE III

MISCELLANEOUS

- 3.1 <u>Entire Agreement: Amendment.</u> This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements of the parties. No provision of this Agreement may be amended or modified prior to the Effective Time unless such amendment or modification is in writing and executed by the parties hereto.
- 3.2 <u>Termination</u>. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by mutual consent of the parties hereto.
- 3.3 <u>Governing Law.</u> This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- 3.4 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed as an original and all of which together shall be considered on and the same agreement.
- 3.5 <u>Books and Records</u>. A copy of this Agreement of Merger will be kept at 2207 Bridgepointe Parkway, San Mateo, California 94404 and will be provided by the Surviving

Company on request, without cost, to any member of the Limited Liability Company or any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the date written above.

SONY INTERACTIVE ENTERTAINMENT LLC

Name: Jin Hagimoto

Title: Chief Financial Officer and Treasurer

SONY INTERACTIVE ENTERTAINMENT NETWORK AMERICA LLC

Name: Jin Hagimoto

Title: Chief Financial Officer and Treasurer

[Agreement of Merger between Sany Interactive Entertainment LLC and Sony Interactive Entertainment Network America LLC]

PATENT REEL: 047238 FRAME: 0902

RECORDED: 10/19/2018