

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5524813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
XCELOR LLC	03/15/2018
RECEIVING PARTY DATA	
Name:	METAMAKO GENERAL PTY LTD IN ITS CAPACITY AS GENERAL PARTNER OF METAMAKO LIMITED PARTNERSHIP
Street Address:	WYNYARD GREEN, LEVEL 5, 11 YORK ST
City:	SYDNEY
State/Country:	AUSTRALIA
Postal Code:	2000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16377143
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	paula.hardilek@chamberlainlaw.com
Correspondent Name:	PAULA HARDILEK
Address Line 1:	1200 SMITH STREET, 14TH FLOOR
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	180933-000704US
NAME OF SUBMITTER:	ALY Z. DOSSA
SIGNATURE:	/Aly Z. Dossa/
DATE SIGNED:	05/15/2019
Total Attachments: 5	
source=Assignment from xCelor to Metamako as filed (180933-000704US)#page1.tif	
source=Assignment from xCelor to Metamako as filed (180933-000704US)#page2.tif	
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source=Assignment from xCelor to Metamako as filed (180933-000704US)#page5.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), by and between Xcelor LLC, a Delaware limited liability company ("Assignor"), and Metamako General Pty Ltd ABN 36 163 573 331, an Australian proprietary company limited by shares, in its capacity as general partner of the Metamako Limited Partnership ABN 68 582 131 276 ("Assignee"). Assignor and Assignee are sometimes referred to in this Patent Assignment collectively as the "Parties" and individually as a "Party."

RECITALS:

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of date hereof ("Purchase Agreement"), pursuant to which Assignee will purchase certain assets of Assignor. Capitalized terms used but not otherwise defined in this Patent Assignment shall have the meanings given to such terms in the Purchase Agreement.

B. In connection with the Purchase Agreement, Assignor desires to assign to Assignee the Assigned Patents (defined in Section 1(a)) upon the terms and conditions as set forth in this Patent Assignment.

C. This Patent Assignment is both a "Seller Ancillary Document" and "Purchaser Ancillary Document" under the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration for the mutual promises contained in this Patent Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. For and in consideration of Assignee entering into and consummating the transactions set forth in the Purchase Agreement, including the payment of the Purchase Price, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Patents"):
 - a. the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Assignee or Assignor at the cost of Assignee. Upon the request and at the expense of Assignee, Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee.
3. Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, including without limitation the caps on indemnification.
4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction). The Parties irrevocably submit to the exclusive jurisdiction of the courts located in Cook County, Illinois for the purposes of any suit, action or other proceeding arising out of this Agreement. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in any federal or state court serving Cook County, Illinois, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE FOLLOWS]

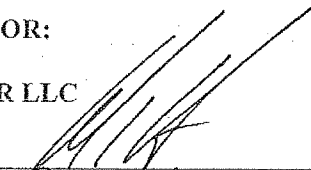
Parent US App: 15/614,553

PATENT
REEL: 049386 FRAME: 0989

IN WITNESS WHEREOF, the Parties have executed this Patent Assignment as of the date set forth above.

ASSIGNOR:

XCELOR LLC

By: 
Name: SCOTT A CASTO
Title: _____

ASSIGNEE:

METAMA KO GENERAL PTY LTD ABN 36 163 573 331, an Australian proprietary company limited by shares, in its capacity as general partner of the METAMA KO LIMITED PARTNERSHIP ABN 68 582 131 276

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT

Parent US App: 15/614,553

PATENT
REEL: 049386 FRAME: 0900

IN WITNESS WHEREOF, the Parties have executed this Patent Assignment as of the date set forth above.

ASSIGNOR:

XCELOR LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

METAMAKO GENERAL PTY LTD ABN 36 163 573 331, an Australian proprietary company limited by shares, in its capacity as general partner of the METAMAKO LIMITED PARTNERSHIP ABN 68 582 131 276

By: 
Name: DAVID SNOWDON
Title: DIRECTOR

SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT

Parent US App: 15/614,553

PATENT

REEL: 049386 FRAME: 0901

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

United States Patent No. 9,674,118 awarded June 6, 2017 entitled "System and Method for Low-Latency Network Data Switching"

All other family filings and continuations of United States Patent No. 9,674,118 attorney docket no. XLR-71054US02 including Australian Patent No. 2015231197 United States Application No.15/614,553 filed as a continuation on 5 June 2017 claiming the benefit of 14/219,908.