

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5636271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KAROUSEL LLC, A DELAWARE LIMITED LIABILITY COMPANY	11/13/2018
RECEIVING PARTY DATA	
Name:	SIDEN, INC. A DELAWARE C CORP
Street Address:	204 SOUTH UNION STREET
City:	ALEXANDRIA
State/Country:	VIRGINIA
Postal Code:	22134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15811958
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<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:	(248) 641-1212
Email:	troy@mailroom@hdp.com
Correspondent Name:	HARNESS, DICKEY & PIERCE, P.L.C.
Address Line 1:	P.O. BOX 828
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48303
ATTORNEY DOCKET NUMBER:	17468-000001-US
NAME OF SUBMITTER:	KEVIN G. MIERZWA
SIGNATURE:	/Kevin G. Mierzwa/
DATE SIGNED:	07/25/2019
Total Attachments: 45	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Assignment**”) is made and entered into as of November 13, 2018 (“**Effective Date**”), by and between KAROUSEL LLC, a Delaware limited liability company (“**Assignor**”), and SIDEN, INC., a Delaware corporation (“**Assignee**”) (together, the “**Parties**”).

WHEREAS, Assignor owns or uses certain intellectual property in connection with its business;

WHEREAS, Assignee and Assignor, on the other hand, are parties to that certain Contribution and Distribution Agreement dated as of the date hereof (the “**Contribution Agreement**”); and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Intellectual Property that is included among the Acquired Assets (the “**Intellectual Property**”).

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contribution Agreement.
2. Assignor does hereby sell, assign, transfer and deliver to Assignee all of Assignor’s rights, title and interest in and to the Intellectual Property, together with all of the goodwill of the Assignor associated with such Intellectual Property, all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of such Intellectual Property, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
3. Assignor shall promptly execute all documents, papers, forms, and authorizations and take all other actions that may be requested by Assignee that are necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Intellectual Property, including, without limitation, execution of any additional patent assignment documentation necessary for securing, completing, or vesting in Assignee full right, title, and interest in any domestic and foreign patents or patent applications included in the Intellectual Property.
4. Assignor makes no express or implied representations or warranties in this Assignment of any kind whatsoever with respect to the Intellectual Property, and hereby disclaims all

implied warranties with respect to the Intellectual Property, provided, however, that this Assignment in no way defeats, limits, alters, impairs, enhances or enlarges any right, obligation, limitation, claim or remedy under the Contribution Agreement, including any rights the parties hereto may have under the representations, warranties, limitations on remedies and liabilities, and indemnities set forth therein. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

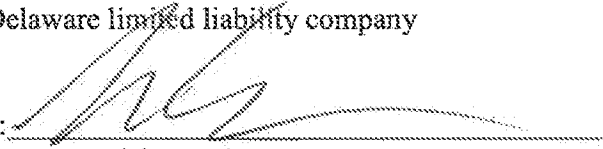
5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below, effective as of the Effective Date identified above.

ASSIGNOR:

KAROUSEL LLC,
a Delaware limited liability company

By: 

Name: Monish Kundra

Title: Vice President

ASSIGNEE:

SIDEN, INC.,
a Delaware corporation

By:

Name: Jim Nelson

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below, effective as of the Effective Date identified above.

ASSIGNOR:

KAROUSEL LLC,
a Delaware limited liability company

By: _____
Name: Monish Kundra
Title: Vice President

ASSIGNEE:

SIDEN, INC.,
a Delaware corporation

By: _____
Name: Jim Nelson
Title: Chief Executive Officer

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of November 13, 2018, by and between KAROUSEL LLC, a Delaware limited liability company (“**LLC**”), and SIDEN, INC., a Delaware corporation (“**Company**”) (together, the “**Parties**”).

WHEREAS, LLC and Company have entered into that certain Contribution and Distribution Agreement, effective as the date hereof (the “**Contribution Agreement**”), pursuant to which Company has agreed to acquire certain assets, and to assume certain liabilities, of LLC.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contribution Agreement.

2. **Assignment and Assumption of Acquired Assets.** LLC hereby conveys, transfers, assigns and delivers to Company all of LLC’s legal, beneficial and other right, title and interest in and to the Acquired Assets.

3. **Assignment and Assumption of Assigned Contracts.** In accordance with the Contribution Agreement, LLC hereby assigns, and Company hereby assumes, the Assumed Contracts.

4. **Assignment and Assumption of Assumed Liabilities.** In accordance with the Contribution Agreement, LLC hereby assigns, and Company hereby assumes, the Assumed Liabilities.

5. **Integration with Contribution Agreement Provisions.** Nothing contained in this Agreement shall expand, reduce, modify or waive any representations, warranties, covenants, rights or obligations of the Parties under the Contribution Agreement. In the event that any of the provisions of this Agreement are determined to conflict with the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

6. **Specific Performance.** Each Party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other Party and that the non-breaching Party will not have an adequate remedy at law. Therefore, the obligations of each Party under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

7. **Further Assurances.** Each Party hereto shall execute such additional documents and instruments and take such further action as reasonably may be required or desirable to carry out the provisions hereof.

8. **Waiver of Compliance.** Any failure of LLC, on the one hand, or Company, on the other hand, to comply with any obligation, covenant, agreement or condition herein may be waived by LLC or Company, respectively, only by a written instrument signed by an officer of the Party or Parties granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9. **Notices.** Notices under this Agreement shall be delivered in accordance with Section 3.2 of the Contribution Agreement.

10. **Governing Law; Venue.** This Agreement will be subject to the provisions of Sections 3.9 and 3.10 of the Contribution Agreement.

11. **Construction.** The captions and titles of the articles, sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. This Agreement has been jointly prepared by LLC and Company and shall be construed without regard to any presumption or other rule requiring the resolution of any ambiguity regarding the interpretation or construction hereof against the Party causing this Agreement to be drafted.

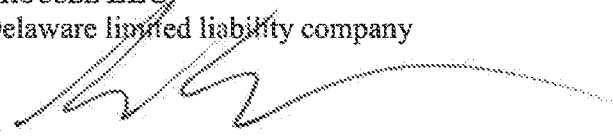
12. **Intent to be Binding; Entire Agreement; Severability.** This Agreement may be executed in any number of counterparts, and each counterpart constitutes an original instrument, but all such separate counterparts constitute one and the same agreement. Except as otherwise provided herein, this Agreement may not be amended except by an instrument in writing signed by each Party hereto. This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and the understandings between the Parties with respect to such subject matter. No discussions regarding or exchange of drafts or comments in connection with the transactions contemplated herein will constitute an agreement among the Parties thereto. If any term, provision, covenant or restriction of this Agreement is held by a court to be invalid or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected or invalidated and the court will modify this Agreement or, in the absence thereof, the Parties agree to negotiate in good faith to modify this Agreement to preserve each Party's anticipated benefits under this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this ASSIGNMENT AND ASSUMPTION AGREEMENT as of the date first above written.

LLC:

KAROUSEL LLC
a Delaware limited liability company

By:  _____

Name: Monish Kundra
Title: Vice President

COMPANY:

SIDEN, INC.,
a Delaware corporation

By: _____

Name: Jim Nelson
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

PATENT
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CONTRIBUTION AND DISTRIBUTION AGREEMENT

This **CONTRIBUTION AND DISTRIBUTION AGREEMENT** (this “**Agreement**”), dated as of November 13, 2018, is entered into by and between KAROUSEL LLC, a Delaware limited liability company (“**LLC**”), and SIDEN, INC., a Delaware corporation (the “**Company**”), and solely with respect to Article II of this Agreement, the undersigned members of LLC (each, an “**LLC Member**” and collectively, the “**LLC Members**”).

RECITALS

WHEREAS, LLC desires to contribute to the Company all of the assets and liabilities of LLC primarily used in the conduct of LLC’s video and data distribution over wireless and other networks business (the “**Business**”) in exchange for the Company’s issuance to LLC of 8,000,000 shares of the Company’s Founder Preferred Stock (the “**Company Shares**”), representing eighty percent (80.0%) of the outstanding shares of capital stock of the Company (such transaction, the “**Contribution**”);

WHEREAS, following the consummation of the Contribution, LLC may distribute the Company Shares to the LLC members in accordance with Section 4.3 of the Operating Agreement of Karousel LLC dated as of November 15, 2016 (the “**LLC Agreement**” and such transaction, the “**Distribution**”), with each LLC Member to receive that number of Company Shares set forth opposite such LLC Member’s name on Schedule I attached hereto; and

WHEREAS, the parties intend for the contributions of the assets and liabilities of the Business and the distribution of the Company Shares to constitute tax-deferred transactions for U.S. federal and applicable state income tax purposes.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

ARTICLE I CONTRIBUTION OF ASSETS

Section 1.1 Acquired Assets. LLC hereby conveys, transfers, assigns and delivers to the Company, and the Company hereby acquires from LLC, all of the right, title and interest of LLC, as of the effective time of this Agreement, in and to the following (collectively, the “**Acquired Assets**”):

(a) all of the fixed assets and other tangible personal property described or listed on Schedule 1.1(a);

(b) all Intellectual Property described or listed on Schedule 1.1(b), and the goodwill associated therewith and all rights of enforcement and remedies for infringement and misappropriation under all applicable law;

(c) all contracts, agreements, licenses, commitments, purchase and sales orders and other instruments (“**Contracts**”) described or listed on Schedule 1.1(c) (the “**Assumed Contracts**”);

(d) all licenses, permits and other governmental consents described or listed on Schedule 1.1(d), to the extent that such licenses, permits and other governmental consents, or a right to use the same, can be transferred to the Company under applicable law;

(e) all accounts receivable and other receivables, prepaid accounts and expenses, security and other deposits, unbilled charges and other current assets arising out of sales occurring in the conduct of the Business, in each case together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto;

(f) all causes of action, claims, demands, rights and privileges against third parties, all claims under any insurance policies, and all rights under guarantees and warranties, rights of set-off, rights of recoupment, rights to indemnification, rights to refunds, rights of recovery and similar rights, in each case to the extent arising out of or related to any of the Acquired Assets, any of the Assumed Liabilities (as defined below) or the Business;

(g) all goodwill associated with the Business or the Acquired Assets, together with the right to represent to third parties that the Company is the successor to the Business; and

(h) all other assets described or listed on Schedule 1.1(h).

Section 1.2 Excluded Assets. The Company shall not acquire, and LLC shall retain, all assets and rights of LLC not listed in Section 1.1 above or to be transferred pursuant to Section 2.1 below (collectively, the “**Excluded Assets**”). Without limiting the generality of the foregoing, the Excluded Assets include, but are not limited to, the following:

(a) LLC’s ownership rights in capital stock of the Company;

(b) all causes of action, claims, demands, rights and privileges against third parties that relate to any of the Excluded Assets or Excluded Liabilities (as defined below), including causes of action, claims and rights under all insurance contracts or policies in effect as of the date of this Agreement insuring the Acquired Assets;

(c) any rights of LLC under this Agreement;

(d) all company documents and records relating to the organization, maintenance, existence and capitalization of LLC;

(e) all Tax Returns of LLC and all rights in and to all refunds of Taxes arising in connection with the Taxes paid by LLC;

(f) all leasehold or ownership interests in real property or any improvements thereon;

(g) any books, records, documents, correspondence or any other documents to the extent they do not relate exclusively to the Acquired Assets or the Assumed Liabilities; and

(h) all other assets described or listed on Schedule 1.2(h).

Section 1.3 Assumed Liabilities. Subject to and upon the terms and conditions set forth in this Agreement, the Company hereby assumes and agrees to pay, discharge, perform or otherwise satisfy when due in accordance with the terms thereof the following Liabilities (collectively, the “**Assumed Liabilities**”):

(a) all Liabilities of LLC under the Acquired Assets and the Assumed Contracts; and

(b) those other Liabilities of LLC set forth on Schedule 1.3(b).

Section 1.4 Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, LLC expressly acknowledges that it shall retain and satisfy, and the Company shall not assume or otherwise be responsible or liable for, any Liabilities other than those expressly assumed by the Company pursuant to Section 1.2 above, including, without limitation, the following Liabilities (collectively, the “**Excluded Liabilities**”):

(a) all Liabilities of LLC under the Excluded Assets; and

(b) all Liabilities of LLC related to Taxes arising prior to the effective time of this Agreement.

Section 1.5 Bill of Sale and Assignment and Assumption Agreement. The sale, transfer, assignment, conveyance and delivery of the Acquired Assets shall be evidenced by the execution and delivery at the effective time of this Agreement of a Bill of Sale, in substantially the form of attached Exhibit A, an Assignment and Assumption Agreement, in substantially the form of attached Exhibit B, an Intellectual Property Assignment Agreement, in substantially the form of attached Exhibit C, and such other instruments of assignment, transfer and conveyance as the Company may reasonably request.

ARTICLE II DISTRIBUTION AND ASSIGNMENT

Section 2.1 Distribution and Assignment. At the election of the LLC Members (the “**Distribution Election**”), and subject to the terms and conditions of this Agreement and the LLC Agreement, LLC hereby agrees to distribute, transfer, assign, convey and deliver to each LLC Member, and each LLC Member hereby agrees, severally and not jointly, to receive and accept ownership at such time of, all of LLC’s right, title and interest in that number of Company Shares set forth opposite such LLC Member’s name on Schedule I attached hereto. As used in this Agreement, the “Company Shares” shall include all of the Company Shares sold and transferred under this Agreement and all securities received (a) in replacement of the Company

Shares, (b) as a result of stock dividends or stock splits in respect of the Company Shares and (c) as substitution for the Company Shares in a recapitalization, merger, reorganization or the like.

Section 2.2 Closing of Distribution. The LLC Members shall provide written notice to LLC of the Distribution Election. In the event a Distribution Election is made by the LLC members, the transfer of the Company Shares (the “**Distribution Closing**”) under this Agreement shall take place at such place and time as LLC and the LLC Members may mutually agree. At the Distribution Closing: (A) LLC shall deliver to the Company (i) the original certificate for the Company Shares (the “**Original Certificate**”); and (ii) an executed and completed Stock Power and Assignment Separate from Stock Certificate, in substantially the form attached hereto as Exhibit D (the “**Stock Power**”), for each transfer; and (B) each LLC Member shall deliver to the Company, executed counterpart “Investor” signature pages to the Company’s (i) Voting Agreement, (ii) Right of First Refusal and Co-Sale Agreement and (iii) Investor Rights Agreement, each in the form attached hereto as Exhibit E-1, E-2 and E-3, respectively (collectively, the “**Company Stockholder Agreements**”). Upon the consummation of the Distribution Closing, the Company shall take any and all actions necessary to record and give effect to the transfer of the Company Shares (and any and all rights attendant thereto) taking place pursuant hereto and, as soon as practicable following the consummation of the Distribution Closing, shall issue and deliver to each LLC Member a duly executed stock certificate evidencing that number of Company Shares indicated for such LLC Member on Schedule I hereto in such LLC Member’s name.

Section 2.3 Assignment of Rights and Obligations. In the event the Company Shares are transferred hereunder, effective upon the consummation of the Distribution Closing, (A) LLC hereby agrees to assign to the LLC Members all of LLC’s right, title and interest under the Company Stockholder Agreements to the extent that such rights pertain to the Company Shares being transferred hereunder, and (B) each LLC Member agrees, severally and not jointly, (i) to be bound by all the terms and conditions of the Company Stockholder Agreements as if such LLC Member were an original party thereto and (ii) to assume all of LLC’s rights, obligations, duties, responsibilities and liabilities with respect to the Company Shares indicated for such LLC Member on Schedule I hereto under the Company Stockholder Agreements to the extent such obligations pertain to the Company Shares being transferred hereunder.

Section 2.4 Representations and Limited Warranty of LLC. Subject to the LLC Members making a Distribution Election, in connection with the transfer of the Company Shares to the LLC Members, LLC represents and warrants as follows:

(a) LLC is the sole beneficial owner of the Company Shares and that the Company Shares are free and clear of any liens or encumbrances (other than restrictions on transfer under applicable state and federal laws) and that, upon registration of ownership by the Company, good title to the Company Shares shall be conveyed to the LLC Members free and clear of all liens and encumbrances created by or through the LLC. LLC has good and marketable title to the Company Shares and the right and authority to transfer the Company Shares to the LLC Members pursuant to this Agreement and without any third party consent (other than the consent of the Company, which is provided herein). LLC owns, and has good, valid and marketable title to all Acquired Assets purported to be owned by it. All of the

Acquired Assets are owned by LLC free and clear of any encumbrances. LLC makes no other warranty of any kind, expressed or implied.

Section 2.5 Representations of LLC Members. Subject to the LLC Members making a Distribution Election, each LLC Member, severally and not jointly, represents and warrants to the Company and LLC as follows:

(a) The LLC Member represents that the LLC Member is acquiring the Company Shares for investment for an indefinite period for the LLC Member's own account, not as a nominee or agent and not with a view to the sale or distribution of any part thereof, and the LLC Member has no present intention of selling, granting participation in or otherwise distributing the same. The LLC Member further represents that the LLC Member does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or other third person with respect to any of the Company Shares.

(b) The LLC Member understands that the Company Shares are subject to the federal securities laws and applicable regulations and that the Company Shares may be resold without registration under the Securities Act of 1933, as amended (the "Act"), only in certain limited circumstances. In this connection, the LLC Member represents that the LLC Member (a) is familiar with Securities and Exchange Commission Rule 144 as presently in effect, (b) understands the resale limitations imposed by Rule 144 and by the Act and (c) understands that the Company has no obligations, and no current plans, to satisfy the current-information obligations of Rule 144.

(c) The LLC Member is an "accredited investor" within the meaning of Securities and Exchange Commission Rule 501 of Regulation D, as presently in effect. The LLC Member acknowledges that it can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Company Shares.

(d) The LLC Member authorizes the Company to issue stop-transfer instructions to its stock transfer agent or, as long as it acts as its own transfer agent, to make a stop-transfer notation in its appropriate records whenever necessary or appropriate to ensure that the LLC Member complies with this Agreement and the Company Stockholder Agreements.

Section 2.6 Legends. All certificates representing the Company Shares shall bear the legends set forth in the Company Stockholder Agreements and under law, as applicable.

Section 2.7 Company Consent. Subject to the LLC Members making a Distribution Election, the Company consent to LLC's transfer of the Company Shares under this Agreement and the assignment of LLC's rights and obligations under the Company Stockholder Agreements and waives any applicable rights of first refusal the Company may have, if any, with respect to such transfer.

ARTICLE III COVENANTS

Section 3.1 Actions in Furtherance of the Contribution. LLC shall at any time, and from time to time, from and after the date of this Agreement, upon reasonable request of the Company, take any and all steps necessary to (a) place the Company in possession and operating control of the Acquired Assets, (b) do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the better transferring and conveying to the Company, or for reducing to its possession, any or all of the Acquired Assets and (c) grant the Company access to any LLC personnel and wage records with respect to employees whose employment is transferred to the Company prior to or in connection with the contribution contemplated by this Agreement.

Section 3.2 Non-assignability of Acquired Assets. Notwithstanding anything to the contrary contained in this Agreement, to the extent that any of the Acquired Assets that the Company reasonably considers material to the Business are non-assignable or non-transferable to the Company, or the assignment or transfer thereof to the Company is prohibited by any applicable law or would require any consent and such applicable law shall not have been satisfied or such consent shall not have been obtained, as the case may be, prior to the date hereof, the Company may elect, upon notice to LLC, that this Agreement shall not constitute an assignment or transfer thereof (any such assets or rights, the “**Untransferred Business Assets**”). If the Company delivers such a request, then (a) LLC shall continue to hold such Untransferred Business Assets (in the case of real or personal property) and be bound thereby (in the case of Contracts), which shall be at the sole cost and expense of the Company and without any Liability to LLC other than due to its willful misconduct or gross negligence; provided that LLC uses commercially reasonable efforts to mitigate the costs of holding or performing such Untransferred Business Assets, (b) at the Company’s option, LLC shall cooperate with the Company to establish an arrangement reasonably satisfactory to the Company and LLC under which the Company would obtain the claims, rights and benefits and assume the corresponding liabilities and obligations under such Untransferred Business Assets (including by means of any subcontracting, sublicensing or subleasing arrangement) or under which LLC would enforce for the benefit of the Company, with the Company assuming and agreeing to pay LLC’s related obligations (but not including any Excluded Liabilities), any and all claims, rights and benefits of LLC against a third party relating thereto and (c) LLC shall cooperate with the Company as the Company may reasonably request, at the sole cost and expense of the Company and without any Liability to LLC other than due to its willful misconduct or gross negligence, to continue to seek to satisfy such applicable law or obtain such consents. Once such applicable law is complied with or consent is obtained for the assignment or transfer of any Untransferred Business Asset, LLC shall cooperate with the Company to assign or transfer such Untransferred Business Asset to the Company or an Affiliate of the Company at no additional cost to the Company.

ARTICLE IV MISCELLANEOUS

Section 4.1 Definitions. The following terms shall have the meaning

(a) “**Affiliate**” means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, including, without limitation, any partner, officer, director, member or employee of such Person and any venture capital fund now or hereafter existing that is controlled by or under common control with one or more general partners or managing members of, or shares the same management company with, such Person.

(b) “**Governmental Authority**” means any foreign or domestic federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing

(c) “**Intellectual Property**” means any and all of the following in any jurisdiction throughout the world: (i) names and marks, including product names, brands and slogans, all registered and unregistered trademarks, domain names, trade names, service marks and applications therefor and all goodwill associated therewith; (ii) all ownership rights to any copyrightable works, including all related copyright registrations; (iii) all know-how or other trade secrets, whether or not reduced to practice; (iv) patents, patent applications and inventions, including any provisional, utility, continuation, continuation-in-part or divisional applications filed in the United States or other jurisdiction, and all reissues thereof and all reexamination certificates issuing therefrom; (v) all licenses, options to license and other contractual rights to use the Intellectual Property; and (vi) all computer and electronic data processing programs and software programs and related documentation, existing research projects, computer software presently under development, and all software concepts owned and all proprietary information, processes, formulae and algorithms, used in the ownership, marketing, development, maintenance, support and delivery of such software; and (vii) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing).

(d) “**Liability**” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

(e) “**Person**” means an individual, corporation, partnership, association, limited liability company, trust, estate or other similar business entity or organization, including a Governmental Authority.

(f) “**Taxes**” means (a) all foreign, federal, state, local and other net income, gross income, gross receipts, sales, use, ad valorem, value added, intangible, unitary, capital gain, transfer, franchise, profits, license, lease, service, service use, withholding, backup withholding, payroll, employment, estimated, excise, severance, stamp, occupation, premium, property, prohibited transactions, windfall or excess profits, customs duties or other taxes, fees,

assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto, (b) any Liability for payment of amounts described in clause (a) whether as a result of transferee Liability, of being a member of an Affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of law and (c) any Liability for the payment of amounts described in clause (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other person for Taxes; and the term "Tax" means any one of the foregoing Taxes.

(g) "**Tax Returns**" means all returns, declarations, reports, statements, information statement, forms or other documents filed or required to be filed with respect to any Tax.

Section 4.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at their principal place of business.

Section 4.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 4.4 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 4.5 Entire Agreement. This Agreement, together with the and the documents to be delivered hereunder, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, by or between the parties with respect to the subject matter hereof, including any letter of intent, term sheet or memorandum of terms entered into or exchanged by the parties or any of their respective Affiliates.

Section 4.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, provided, however, that the Company may assign its rights and obligations hereunder to an acquirer of the Company. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 4.7 Amendment and Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by

any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege

Section 4.8 Counterparts. This Agreement 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 Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

Section 4.10 Consent to Jurisdiction; Waiver of Jury Trial; Specific Performance.

(a) Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

(b) Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

(c) The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 4.11 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this CONTRIBUTION AND DISTRIBUTION AGREEMENT to be executed as of the date first written above.

"LLC"

KAROUSEL LLC,
a Delaware limited liability company

By: 

.....
Name: Monish Kundra

Title: Vice President

"COMPANY"

SIDEN, INC.,
a Delaware corporation

By:

Name: Jim Nelson

Title: Chief Executive Officer

{SIGNATURE PAGE TO CONTRIBUTION AND DISTRIBUTION AGREEMENT}

PATENT
REEL: 049863 FRAME: 0946

IN WITNESS WHEREOF, the parties hereto have caused this CONTRIBUTION AND DISTRIBUTION AGREEMENT to be executed as of the date first written above.

“LLC”

KAROUSEL LLC,
a Delaware limited liability company

By: _____
Name: Monish Kundra
Title: Vice President

“COMPANY”

SIDEN, INC.,
a Delaware corporation

By: _____
Name: Jim Nelson
Title: Chief Executive Officer

Acknowledged and agreed solely with respect to Article II hereof:

"LLC MEMBERS"

COLUMBIA CAPITAL EQUITY PARTNERS VI (QP), L.P.

By: Columbia Capital Equity Partners VI, L.P.
Its: General Partner

By: Columbia Capital VI, LLC
Its: General Partner

By: Donald A. Doering
Name: Donald A. Doering
Title: Executive Vice President

COLUMBIA CAPITAL EQUITY PARTNERS VI (NON-US), L.P.

By: Columbia Capital Equity Partners VI, L.P.
Its: General Partner

By: Columbia Capital VI, LLC
Its: General Partner

By: Donald A. Doering
Name: Donald A. Doering
Title: Executive Vice President

COLUMBIA CAPITAL EMPLOYEE INVESTORS VI, L.P.

By: Columbia Capital Equity Partners VI, L.P.
Its: General Partner

By: Columbia Capital VI, LLC
Its: General Partner

By: Donald A. Doering
Name: Donald A. Doering
Title: Executive Vice President

TELCOM KAROUSEL LLC

By: _____
Name: Serge G. Martin
Title: Executive Vice President

[SIGNATURE PAGE TO CONTRIBUTION AND DISTRIBUTION AGREEMENT]

Acknowledged and agreed solely with respect to Article II hereof:

"LLC MEMBERS"

COLUMBIA CAPITAL EQUITY PARTNERS VI (QP), L.P.

By: Columbia Capital Equity Partners VI, L.P.
Its: General Partner

By: Columbia Capital VI, LLC
Its: General Partner

By: _____
Name: Donald A. Doering
Title: Executive Vice President

COLUMBIA CAPITAL EQUITY PARTNERS VI (NON-US), L.P.

By: Columbia Capital Equity Partners VI, L.P.
Its: General Partner

By: Columbia Capital VI, LLC
Its: General Partner

By: _____
Name: Donald A. Doering
Title: Executive Vice President

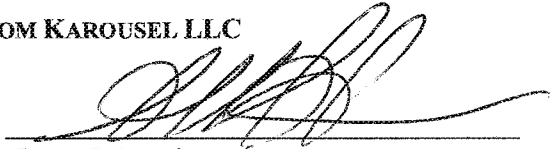
COLUMBIA CAPITAL EMPLOYEE INVESTORS VI, L.P.

By: Columbia Capital Equity Partners VI, L.P.
Its: General Partner

By: Columbia Capital VI, LLC
Its: General Partner

By: _____
Name: Donald A. Doering
Title: Executive Vice President

TELCOM KAROUSEL LLC

By: 
Name: Serge G. Martin
Title: Executive Vice President

[SIGNATURE PAGE TO CONTRIBUTION AND DISTRIBUTION AGREEMENT]

Mackey, Peggy

From: Monish Kundra <monish.kundra@colcap.com>
Sent: Tuesday, November 13, 2018 2:25 PM
To: Selis, Ryan; Serge Martin - External; Don Doering; Jim Fleming
Cc: Grossman, Eric; Hendershot, Thomas J.; Benjamin Lewis; Kirk, Kathrin
Subject: RE: Siden, Inc. - Final closing docs and Signature Packets for Telcom Karousel LLC, Serge and Dr. Singh

[EXTERNAL]

Columbia confirms it elects the Distribution Election (as defined in the Contribution and Distribution Agreement) to be effective immediately following the consummation of the Contribution.

From: Selis, Ryan <Ryan.Selis@dlapiper.com>
Sent: Tuesday, November 13, 2018 12:54 PM
To: Serge Martin - External <smartin@tvllc.com>; Monish Kundra <monish.kundra@colcap.com>; Don Doering <don.doering@colcap.com>; Jim Fleming <jim.fleming@colcap.com>
Cc: Grossman, Eric <Eric.Grossman@dlapiper.com>; Hendershot, Thomas J. <Thomas.Hendershot@dlapiper.com>; Benjamin Lewis <benjamin.lewis@colcap.com>; Kirk, Kathrin <Kathrin.Kirk@dlapiper.com>
Subject: RE: Siden, Inc. - Final closing docs and Signature Packets for Telcom Karousel LLC, Serge and Dr. Singh

All,

I will now circulate (on a separate email thread to all parties) a closing set with executed copies of the (1) the Karousel LLC / Siden, Inc. Contribution and Distribution Agreements; (2) the Siden, Inc. bridge financing documents (excluding executed promissory notes which will be sent directly to the investing party); and (3) the Siden stockholder agreements and ancillary documentation.

Please find attached for your records the fully executed Karousel LLC Board Consent approving, among other things, the Contribution and Distribution transactions; these Karousel LLC resolutions will not be included in the full closing set.

**Finally, could each of Columbia and Telcom please confirm that they elect for the Distribution Election (as defined in the Contribution and Distribution Agreement) to be effective immediately following the consummation of the Contribution, such that Karousel LLC shall immediately distribute the applicable Siden Preferred Shares to each of the Karousel LLC Members pursuant to Section 2 of the Contribution and Distribution Agreement. Please reply ALL to this email to confirm.

Thanks,
Ryan

Ryan Selis
DLA Piper LLP (US)
T +1 703.773.4034 | E ryan.selis@dlapiper.com

From: Serge Martin <smartin@tvllc.com>
Sent: Tuesday, November 13, 2018 10:51 AM
To: Selis, Ryan <Ryan.Selis@dlapiper.com>

Mackey, Peggy

From: Serge Martin <smartin@tvllc.com>
Sent: Tuesday, November 13, 2018 2:21 PM
To: Monish Kundra; Don Doering; Jim Fleming; Selis, Ryan
Cc: Grossman, Eric; Hendershot, Thomas J.; Benjamin Lewis; Kirk, Kathrin
Subject: Re: Siden, Inc. - Final closing docs and Signature Packets for Telcom Karousel LLC, Serge and Dr. Singh

[EXTERNAL]

Telcom confirms it elects the Distribution Election (as defined in the Contribution and Distribution Agreement) to be effective immediately following the consummation of the Contribution.

Thanks,
Serge

On Tue, Nov 13, 2018 at 12:54 PM -0500, "Selis, Ryan" <Ryan.Selis@dlapiper.com> wrote:

All,

I will now circulate (on a separate email thread to all parties) a closing set with executed copies of the (1) the Karousel LLC / Siden, Inc. Contribution and Distribution Agreements; (2) the Siden, Inc. bridge financing documents (excluding executed promissory notes which will be sent directly to the investing party); and (3) the Siden stockholder agreements and ancillary documentation.

Please find attached for your records the fully executed Karousel LLC Board Consent approving, among other things, the Contribution and Distribution transactions; these Karousel LLC resolutions will not be included in the full closing set.

**Finally, could each of Columbia and Telcom please confirm that they elect for the Distribution Election (as defined in the Contribution and Distribution Agreement) to be effective immediately following the consummation of the Contribution, such that Karousel LLC shall immediately distribute the applicable Siden Preferred Shares to each of the Karousel LLC Members pursuant to Section 2 of the Contribution and Distribution Agreement. Please reply ALL to this email to confirm.

Thanks,
Ryan

Ryan Selis
DLA Piper LLP (US)
T +1 703.773.4034 | E ryan.selis@dlapiper.com

From: Serge Martin <smartin@tvllc.com>
Sent: Tuesday, November 13, 2018 10:51 AM
To: Selis, Ryan <Ryan.Selis@dlapiper.com>
Cc: Grossman, Eric <Eric.Grossman@dlapiper.com>; Margaret Keast <mkeast@tvllc.com>; Monish Kundra <Monish.Kundra@colcap.com>; Boris Bogatin <boris.bogatin@siden.io>; Hendershot, Thomas J. <Thomas.Hendershot@dlapiper.com>; Kirk, Kathrin <Kathrin.Kirk@dlapiper.com>
Subject: Re: Siden, Inc. - Final closing docs and Signature Packets for Telcom Karousel LLC, Serge and Dr. Singh

SCHEDULE 1.1(A)

1. The following hardware and equipment:

Phase	Item	Quantity	Pilot or Dev or surplus	Cost
Dev 2.0	Expway BMSC/Amarisoft Radio	1	Dev	\$41,000 ¹
Dev 2.0	Seowon LTE gateways	6	Dev	\$1,500 ²
Dev 2.0	AT&T Mifi device	1	Dev	\$54
Dev 3.0	Raspberry Pi 3 B+	2	Dev	\$55
Dev 2.0	Firestick+Ethernet adapter	1	Dev	\$55
Dev 2.0	Uninterruptible Power supply	1	Dev	\$150
Dev 3.0	Geekworm V3.0 expansion board	2		\$60
Dev 2.0	Antennas	2	Dev	\$10
Dev 2.0	Intel NUC	4	Dev	\$520
Dev 2.0	2.5" 2TB HDD	3	Dev	\$255
Dev 2.0	2.5" 1TB HDD	1	Dev	\$70
Dev 2.0	8GB SODIMM Memory	4	Dev	\$276
Dev 1.0	Raspberry Pi 3 Canakit Complete Starter Kit	2	Surplus	\$140
Dev 1.0	Geekworm HDD shield	2	Surplus	\$60
Dev 1.0	Geekworm HDD shield w/ power supply	2	Surplus	\$80
Dev 1.0	HDD shield power supply	2	Surplus	\$20
Dev 1.0	Desktop 2TB harddrive 3.5"	1	Surplus/unopened	\$65
Dev 1.0	USB external Wifi Adapter	2	Surplus	\$16
Dev 1.0	Linksys Wifi Router	1	Surplus/unopened	\$87
Dev 1.0	XBMC MediaPi case	1	Surplus	\$50
Dev 1.0	Power Strips	2	Dev	\$66

2. The following services and repositories:

Software & Services licenses	Description
Google GSuite	Email, storage, and office productivity software
Amazon Web Services	virtual machine and storage hosting, domain name services
Slack	Team communications
Bitbucket/Trello	Code repository for all software developed to date, and management and agile planning tools
Ngrok	Remote access through NAT routers
Marcaria	Foreign domain name services for Malaysian and Indonesian domain names
UberConference	Audio conferencing and web sharing
Teamviewer	Remote desktop access through NAT routers
DropBox (Karousel Folder)	Powerpoint presentations, contracts, other

¹ Total to be paid is Euro 35,000. Euro 17,500 paid on May 22nd, 2018

² \$300/each plus one free

3. All of the software developed by Karousel LLC to date, repositored in BitBucket as referenced in Item 2 above, including the software for the Karousel cloud / CDN engine, the Karousel Hub application, and the Karousel VOD application.

4. All of the powerpoint presentations and other strategy, technology, and marketing materials created around the Karousel CDN platform, as repositored in the DropBox folder as referenced in Item 2 above.

SCHEDULE 1.1(B)

1. U.S. Provisional Application No. 62/422,247, filed on November 15, 2016; U.S. Application No. 15/811,958, as filed on November 14, 2017; and all related applications including the PCT application filed on November 14, 2017; all of which are assigned by John Norin, Boris Bogatin, John Leibovitz, Kenneth Gould, and Monish Kundra to Karousel LLC

2. The work and work product related to the work undertaken by Boris Bogatin, Matthew Bromberg, and John Norin, culminating in the study named "Performance Gains of the Broadcast Channel, by Matthew Bromberg, February 16, 2018", and the provisional patent overview prepared by Boris Bogatin and John Norin named "Dynamic Wireless Broadcast System and Method Provisional Patent, June 2018"

SCHEDULE 1.1(C)

1. Consulting Agreement dated January 26, 2018 between Karousel LLC and Elected Engineering LLC, a Washington State Limited Liability Company
2. NONDISCLOSURE AGREEMENT dated as of January 21, 2018 between Karousel LLC and Elected Engineering LLC, a Washington Stated Limited Liability Company
3. Expway eBox Agreement dated May 07, 2018 between Karousel LLC and EXPWAY, a company organized and existing under the laws of France. REQUIRES NOTICE TO BE ASSIGNED.
4. NONDISCLOSURE AGREEMENT dated as of November 7, 2017 between Karousel LLC and EXPWAY, a company organized and existing under the laws of France
5. NONDISCLOSURE AGREEMENT dated as of May 9th, 2017 between Karousel LLC and Broadpeak
6. NONDISCLOSURE AGREEMENT dated January 12, 2018 between Karousel LLC and Ericsson, Inc. a Delaware Corporation
7. Mutual Non-Disclosure Agreement dated January 11, 2018, between Karousel LLC and Nokia of America Corporation, a corporation under the laws of Delaware. REQUIRES NOTICE TO BE ASSIGNED.
8. NONDISCLOSURE AGREEMENT dated April 27, 2017, between Karousel LLC and Pixeom Inc.
9. NONDISCLOSURE AGREEMENT dated March 13, 2018, between Karousel LLC and Seowon Intech, an LLC organized under the laws of Republic of Korea
10. Non-Disclosure Agreement dated October 11, 2017 between Karousel LLC and ZTE (USA) Inc., a New Jersey Corporation
11. NONDISCLOSURE AGREEMENT dated August 24, 2018 between Karousel LLC and Anthony Johnson, an individual residing at 5 Carmine, Apt 4, New York City, New York
12. NONDISCLOSURE AGREEMENT dated June 14, 2018 between Karousel LLC and Neil Mehta, an individual residing at 555 Valley Road, New Canaan, CT 06840
13. NONDISCLOSURE AGREEMENT dated June 9, 2018 between Karousel LLC and Brian Terp, an Individual residing at 3530 Bailey Road, Franklin, TN 37064
14. NONDISCLOSURE AGREEMENT dated June 14, 2018 between Karousel LLC and Daniel Knepper, an Individual at 6480 Little Falls Rd, Arlington VA 22213
15. NONDISCLOSURE AGREEMENT dated September 7, 2018 between Karousel LLC and Christopher T Rogers, an individual at 4915 Hampden Lane, Bethesda, MD 20814
16. NONDISCLOSURE AGREEMENT dated July 24, 2018 between Karousel LLC and Kevin Conroy of Conroy Media LLC

17. NONDISCLOSURE AGREEMENT dated January 8, 2018 between Karousel LLC and Stephen Sifferman, an individual at 363 Lester Court, Santa Clara, CA 95051
18. NONDISCLOSURE AGREEMENT dated June 29, 2018 between Karousel LLC and Thomas Fleming, an individual at 2005 Fort Drive, Alexandria, VA 22307
19. NONDISCLOSURE AGREEMENT dated May 20, 2018 between Karousel LLC and Ankit Bishnoi, an individual at 1153 Logan Street, Denver, Colorado 80210
20. NONDISCLOSURE AGREEMENT dated August 27, 2018 between Karousel LLC and Assar Westerland, an individual at 14 Connell Street, Somerville, MA 02143
21. NONDISCLOSURE AGREEMENT dated as of January 2, 2018 between Karousel LLC and Dennis Specht, an individual at 47 Green Apple Road, Sparta NJ
22. NONDISCLOSURE AGREEMENT dated as of March 29, 2018 between Karousel LLC and James A. Nelson, an individual at 349 River Road, Fair Haven, NJ 07704
23. NONDISCLOSURE AGREEMENT dated as of March 20, 2018 between Karousel LLC and Michael Harris, an individual at 115 Charlestown Hunt Dr., Phoenixville, PA 19460
24. NONDISCLOSURE AGREEMENT dated as of March 20, 2018 between Karousel LLC and Force12 Networks, Inc., a Delaware C Corporation
25. NONDISCLOSURE AGREEMENT dated as of July 9, 2018 between Karousel LLC and DataArt Solutions, Inc., a New York Corporation
26. NONDISCLOSURE AGREEMENT dated as of February 14, 2018 between Karousel LLC and Urban Emu, an LLC having its principal place of business at 1913 Atlantic Ave, Suite 182, Manasquan, NJ 08736
27. Consulting Agreement dated March 1, 2018 between Karousel LLC, and Artyom Astafurov, a sole proprietor having its principal place of business at 2-01 50th Ave, Apt 4J, Long Island City, NY 11101
28. NONDISCLOSURE AGREEMENT dated February 10, 2018 between Karousel LLC and Artyom Astafurov, a Condulant having its principal place of business at 2-01 50th ave, apt 4J, Long Island City, NY 11101
29. Consulting Agreement dated June 7, 2018 between Karousel LLC and Douglas Dominiak, an individual at 236 Byrd Avenue, Scotch Plains, New Jersey 07076
30. NONDISCLOSURE AGREEMENT dated January 29, 2018 between Karousel, LLA and Douglas Dominiak, an individual at 236 Byrd Avenue, Scotch Plains, New Jersey 07076
31. Consulting Agreement dated the 27th day of November 2017 between Karousel LLC and Jon Bergfeld, located at 21503 Arbor Glen Ct, Broadlands, VA 20148
32. NONDISCLOSURE AGREEMENT dated the 27th day of November 2017 between Karousel LLC and Jon Bergfeld, located at 21503 Arbor Glen Ct, Broadlands, VA 20148

33. NONDISCLOSURE AGREEMENT dated October 16, 2017 between Karousel LLC and Tesselae LLC
34. Consulting Agreement dated October 7, 2017, between Karousel LLC and Tesselae LLC, located at 21517 Glebe View Road, Broadlands, VA 20148
35. NONDISCLOSURE AGREEMENT dated August 20, 2018, between Karousel LLC and Joseph Barone, an individual consultant at 2857 W Bainbridge Road, San Diego CA 92106
36. Consulting Agreement dated September 27, 2017, between Karousel LLC and Kenneth Gould, residing at 1154 Markell CT, Reston VA 20194
37. Consulting Agreement dated July 9, 2018 between Karousel LLC and Marcin Staszewski, an individual at 22573 Lost Creek Ter #216, Ashburn, Virginia
38. Consulting Agreement dated October 16, 2017 between Karousel LLC and Robert Gould, residing at 1550 Trails Edge Lane, Reston, Virginia 20194
39. NONDISCLOSURE AGREEMENT dated July 18, 2018, between Karousel LLC and Konstrukt, Inc, a Colorado Corporation at 2480 Kittredge Loop Driver, #915, Boulder CO 80310
40. NONDISCLOSURE AGREEMENT dated January 25, 2018, between Karousel LLC and Vubiquity, a Delaware corporation at 3900 W. Alameda Ave., Suite 1700, Burbank, CA 91505
41. NONDISCLOSURE AGREEMENT dated as of Nov 15th, 2017 between Karousel LLC and Avanzada IT & Devices S de RL de CV, at Independencia 101, CENTRO DE LA CIUDAD DE MEXICO AREA 8, CUAUHTEMOC, 06080, Ciudad de México, Mexico
42. NONDISCLOSURE AGREEMENT dated September 19, 2017 between Karousel LLC and Afrimax Cooperatief
43. NONDISCLOSURE AGREEMENT dated December 18, 2017 between Karousel LLC and AINMT Holdings AB, at Asogatan 108, S-11829, Stockholm, Sweden
44. NONDISCLOSURE AGREEMENT dated January 8, 2018, between Karousel LLC and JAB Wireless, Inc. dba Rise Broadband, a Colorado corporation with its principal place of business at 61 Inverness, Dr. E Suite 250 Englewood, CO 80112
45. NONDISCLOSURE AGREEMENT dated January 12, 2018, between Karousel LLC and Cellular South, Inc. dba C Spire, a Mississippi corporation at 1018 Highland Colony Parkway, Suite 300, Ridgeland, MS 39157
46. Engagement Letter for Legal Services dated February 21, 2018 between Karousel LLC and DLA Piper, Ira Keltz, at 500 8th Street, NW, Washington DC 20004

SCHEDULE 1.1(D)

1. Experimental license from the FCC, dated October 17, 2018
2. Approval from Sprint's Robert Cosgrove to use the frequencies underlying the Experimental License, per exchange with John Leibovitz dated November 1, 2018

SCHEDULE 1.1(H)

All assets, including intellectual property and other intangible assets, and generally all intellectual property, technology, and other works to date related to Siden, Inc. (for clarity, other than as listed in Schedule 1.2(h)).

All of the Intellectual Property filed by Karousel LLC to date, including patent applications, trademarks, and other intellectual property, and any Intellectual Property assigned to Karousel LLC by way of its employees, consultants, and partners which is related to any and all systems and technology (for clarity, other than as listed in Schedule 1.2(h)).

SCHEDULE 1.2(H)

All assets, including intellectual property and other intangible assets, contracts, licenses, permits and other governmental consents, related to the Karousel LLC satellite licenses, and related spectrum access and the satellite system components as they relate to such Karousel LLC satellite licenses specifically, OTHER THAN any assets specifically referenced in Section 1.1 OR any assets that are related to Siden, Inc.'s video and data distribution business over wireless and other networks.

Any Intellectual Property assigned to Karousel LLC by way of its employees, consultants, and partners specifically related to Karousel LLC's satellite license, OTHER THAN any such intellectual property specifically referenced in Section 1.1 OR any such intellectual property related to Siden, Inc.'s video and data distribution business over wireless and other networks.

SCHEDULE 1.3(B)

Any liabilities relating to the Karousel LLC satellite licenses, and related spectrum access and the satellite system components as they relate to such Karousel LLC satellite licenses specifically

EXHIBIT A

BILL OF SALE

(see Tab 6)

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

(see Tab 7)

EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(see Tab 8)

EXHIBIT D

FORM OF STOCK POWER

STOCK POWER AND ASSIGNMENT

SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, and pursuant to that certain Contribution and Distribution Agreement dated as of November 13, 2018, the undersigned, **KAROUSEL LLC**, a Delaware limited liability company, does hereby assign and transfer unto _____, an aggregate of _____ shares of Founder Preferred Stock of **SIDEN, INC.**, a Delaware corporation (the "**Company**"), standing in the name of the undersigned on the books of the Company and represented by Certificate No. _____, and does hereby irrevocably constitute and appoint DLA Piper LLP (US), attorney to transfer the said shares on the books of the said corporation with full power of substitution in the premises.

Effective Date: November ____, 2018

KAROUSEL LLC

By: _____
Name:
Title:

STOCK POWER AND ASSIGNMENT

SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, and pursuant to that certain Contribution and Distribution Agreement dated as of November 13, 2018, the undersigned, **KAROUSEL LLC**, a Delaware limited liability company, does hereby assign and transfer unto Columbia Capital Equity Partners VI (QP), L.P., an aggregate of 3,408,800 shares of Founder Preferred Stock of **SIDEN, INC.**, a Delaware corporation (the "**Company**"), standing in the name of the undersigned on the books of the Company and represented by Certificate No. PPS-1, and does hereby irrevocably constitute and appoint DLA Piper LLP (US), attorney to transfer the said shares on the books of the said corporation with full power of substitution in the premises.

Effective Date: November 13, 2018

KAROUSEL LLC

By: 

Name: Monish Kundra

Title: Vice President

STOCK POWER AND ASSIGNMENT

SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, and pursuant to that certain Contribution and Distribution Agreement dated as of November 13, 2018, the undersigned, **KAROUSEL LLC**, a Delaware limited liability company, does hereby assign and transfer unto Columbia Karousel LLC, an aggregate of 570,400 shares of Founder Preferred Stock of **SIDEN, INC.**, a Delaware corporation (the "**Company**"), standing in the name of the undersigned on the books of the Company and represented by Certificate No. ~~7PS-2~~, and does hereby irrevocably constitute and appoint DLA Piper LLP (US), attorney to transfer the said shares on the books of the said corporation with full power of substitution in the premises.

Effective Date: November 13, 2018

KAROUSEL LLC

By: 

Name: Monish Kundra

Title: Vice President

STOCK POWER AND ASSIGNMENT

SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, and pursuant to that certain Contribution and Distribution Agreement dated as of November 13, 2018, the undersigned, **KAROUSEL LLC**, a Delaware limited liability company, does hereby assign and transfer unto Columbia Capital Employee Investors VI, L.P., an aggregate of 20,800 shares of Founder Preferred Stock of **SIDEN, INC.**, a Delaware corporation (the "**Company**"), standing in the name of the undersigned on the books of the Company and represented by Certificate No. ~~FP5-3~~ and does hereby irrevocably constitute and appoint DLA Piper LLP (US), attorney to transfer the said shares on the books of the said corporation with full power of substitution in the premises.

Effective Date: November 13, 2018

KAROUSEL LLC

By: 

Name: Monish Kundra

Title: Vice President

STOCK POWER AND ASSIGNMENT

SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, and pursuant to that certain Contribution and Distribution Agreement dated as of November 13, 2018, the undersigned, **KAROUSEL LLC**, a Delaware limited liability company, does hereby assign and transfer unto Telcom Karousel LLC, an aggregate of 4,000,000 shares of Founder Preferred Stock of **SIDEN, INC.**, a Delaware corporation (the "*Company*"), standing in the name of the undersigned on the books of the Company and represented by Certificate No. FP5-4, and does hereby irrevocably constitute and appoint DLA Piper LLP (US), attorney to transfer the said shares on the books of the said corporation with full power of substitution in the premises.

Effective Date: November 13, 2018

KAROUSEL LLC

By: 

Name: Monish Kundra

Title: Vice President

EXHIBIT E-1

VOTING AGREEMENT

(see Tab 12)

EXHIBIT E-2

RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

(see Tab 11)

EXHIBIT E-3

INVESTOR RIGHTS AGREEMENT

(see Tab 10)

SCHEDULE I

NAME OF LLC MEMBER	NUMBER OF COMPANY SHARES
Columbia Capital Equity Partners VI (QP), L.P.	3,408,800
Columbia Karousel LLC	570,400
Columbia Capital Employee Investors VI, L.P.	20,800
Telcom Karousel LLC	4,000,000
<u>TOTAL:</u>	<u>8,000,000</u>

IN WITNESS WHEREOF, the Parties hereto have executed this ASSIGNMENT AND ASSUMPTION AGREEMENT as of the date first above written.

LLC:

KAROUSEL LLC,
a Delaware limited liability company

By: _____
Name: Monish Kundra
Title: Vice President

COMPANY:

SIDEN, INC.,
a Delaware corporation

By:  _____
Name: Jim Nelson
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]