#### 505352747 02/28/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5399532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF PRINCIPAL PLACE OF BUSINESS

#### **CONVEYING PARTY DATA**

Name	Execution Date
DIVX, LLC	02/19/2019

### **RECEIVING PARTY DATA**

Name:	DIVX, LLC	
Street Address:	4350 LA JOLLA VILLAGE DRIVE	
Internal Address:	SUITE 950	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92122	

## **PROPERTY NUMBERS Total: 8**

Property Type	Number
Application Number:	10615898
Application Number:	14336392
Application Number:	15009593
Application Number:	12788210
Application Number:	14183360
Application Number:	11258496
Application Number:	15615626
Application Number:	15144776

#### **CORRESPONDENCE DATA**

Fax Number: (949)852-0004

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: 9498520000 Email: pair@kppb.com **Correspondent Name: KPPB LLP** 

2190 S. TOWNE CENTRE PLACE Address Line 1:

Address Line 2: SUITE 300

Address Line 4: ANAHEIM, CALIFORNIA 92806

ATTORNEY DOCKET NUMBER:	D1-00328
NAME OF SUBMITTER:	TESS LANGSETH-DEPAOLIS

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REEL: 050096 FRAME: 0715 505352747

SIGNATURE:	/Tess Langseth-DePaolis/	
DATE SIGNED:	02/28/2019	
Total Attachments: 3		
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PATENT REEL: 050096 FRAME: 0716

RECORDATION FORM COVER SHEET			
PATENTS ONLY  To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies) DIVX, LLC	2. Name and address of receiving party(ies) Name: DIVX, LLC Internal Address: Suite 950		
Additional name(s) of conveying party(ies) attached? Yes No.  3. Nature of conveyance/Execution Date(s):  Execution Date(s) February 19, 2019  Assignment Merger  Security Agreement Change of Name  Joint Research Agreement  Government Interest Assignment  Executive Order 9424, Confirmatory License  Other Change of Principal Place of Business	Street Address: 4350 La Jolla Village Drive  City: San Diego  State: CA  Country: US Zip: 92122  Additional name(s) & address(es) attached? Yes		
4. Application or patent number(s):	document serves as an Oath/Declaration (37 CFR 1.63).  B. Patent No.(s)  B. Patent No.(s)		
5. Name and address to whom correspondence concerning document should be mailed:  Name: KPPB LLP  Internal Address: Suite 300  Street Address: 2190 S. Towne Centre Place	6. Total number of applications and patents involved: 8  7. Total fee (37 CFR 1.21(h) & 3.41) \$  Authorized to be charged to deposit account		
City: Anaheim  State: CA Zip: 92806  Phone Number: 949.852.0000  Docket Number: D1-00328  Email Address: pair@kppb.com	8. Payment Information  Deposit Account Number  Authorized UserName		
9. Signature: /David J. Bailey/	2/28/2019		
David J. Bailey  Name of Person Signing  Documents to be recorded (including cover sheet  Mail Stop Assignment Recordation Services, Director of			

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REEL: 050096 FRAME: 0717

# AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This Amendment No. 1 to Second Amended and Restated Limited Liability Company Agreement, dated as of February 19, 2019 (this "Amendment"), amends that certain Second Amended and Restated Limited Liability Company Agreement (the "Agreement") of DivX, LLC, a Delaware limited liability company (the "Company"), dated as of February 21, 2018, by DivX CF Investor LLC, a Delaware limited liability company (the "Member"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, pursuant to Section 20 of the Agreement, the Agreement may be amended only by a written instrument executed by the Member; and

WHEREAS, the Member desires to amend the Agreement in accordance with the provisions and terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Amendment</u>. Effective as of the date hereof, Section 3 of the Agreement is hereby amended and restated in its entirety to provide for the following: "3. <u>Principal Office</u>. The Company shall maintain its principal office at 4350 La Jolla Village Drive, Suite 950, San Diego, California 92122, or at such other place as the Member may determine from time to time."
- 2. <u>Effect of Amendment</u>. This Amendment shall not constitute an amendment or waiver of any provision of the Agreement not expressly amended or waived herein and shall not be construed as an amendment, waiver or consent to any action that would require an amendment, waiver or consent except as expressly stated herein. The provisions and agreements set forth herein shall not establish a custom or course of dealing or conduct between the parties hereto. The Agreement, as amended by this Amendment, is and shall continue to be in full force and effect and is in all respects ratified and confirmed hereby.
- 3. Reference to the Agreement. After giving effect to this Amendment, unless the context otherwise requires, each reference in the Agreement to "this Agreement", "hereof", "hereunder", "herein" or words of like import referring to the Agreement shall refer to the Agreement as amended by this Amendment; provided, that references in the Agreement to "as of the date hereof" or "as of the date of this Agreement" or words of like import shall continue to refer to February 21, 2018.
- 4. <u>Miscellaneous</u>. This Amendment may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party hereto. This Amendment and all disputes or controversies arising out of or related to this Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to its conflicts of law principles. The provisions of Section 16 and Section 18 of the Agreement shall apply to this Amendment mutatis mutandis as if set forth herein.

Remainder of page left intentionally blank; signature pages follow.

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IN WITNESS WHEREOF, the Member has executed this Amendment as of the date first written above.

MEMBER:

By: Name:

Title:

[Signature Page to Amendment No. 1 to Second Amended and Restated Limited Liability Company Agreement of DivX, LLCJ

> **PATENT REEL: 050096 FRAME: 0719**

**RECORDED: 02/28/2019**