

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5707924

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OOYALA, INC.	03/29/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OTHELLO ACQUISITION CORPORATION
<b>Street Address:</b>	290 CONGRESS STREET
<b>Internal Address:</b>	4TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02210
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16546719
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)571-4321
<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>	
<b>Phone:</b>	404-815-6500
<b>Email:</b>	prader@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	1100 PEACHTREE STREET, N.E.
<b>Address Line 2:</b>	SUITE 2800
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	092853-1153270-005810US
<b>NAME OF SUBMITTER:</b>	PAMELA RADER
<b>SIGNATURE:</b>	/Pamela Rader/
<b>DATE SIGNED:</b>	09/09/2019
<b>Total Attachments: 7</b>	
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**PATENT RIGHTS ASSIGNMENT**

This Patent Rights Assignment (this "Assignment") is made effective this 1st day of April, 2019, by and between Ooyala, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 2099 Gateway Place, Suite 600, San José, California 95110 ("Assignor") and Othello Acquisition Corporation, a corporation organized and existing under the laws of Delaware, and having a usual place of business at 290 Congress Street, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated February 13, 2019 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Inventions and Patent Rights;

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights, including any patents that may issue thereon or claim priority therefrom under United States law or international convention, non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws to sue at law or in equity for past, present or future infringement or other impairment of the Patent Rights, including the right to receive all proceeds and damages therefrom accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all foreign counterparts of, or foreign patents claiming priority from, the Patent Rights by attorneys and agents of Assignee's selection and the right to procure

the grant of the Patent Rights to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed reasonably necessary to secure fully the assignment of the Patent Rights to Assignee, its successors, assigns, and legal representatives, at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as reasonably requested by Assignee.

Assignor hereby further agrees to provide documentary evidence and statements or testimony that may be reasonably necessary in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

This Assignment is executed for the purpose of evidencing and confirming the transfer of the Patent Rights and the Inventions from Assignor to Assignee as provided in the Purchase Agreement and is subject, in all respects, to all of the terms, provisions and conditions of the Purchase Agreement. Nothing herein shall be deemed to modify, expand or reduce the scope of, or otherwise affect any of the provisions of the Purchase Agreement as they relate to the Patent Rights or the Inventions, including any of the representations, warranties, covenants or indemnities set forth in the Purchase Agreement.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

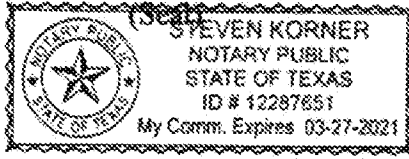
ASSIGNOR: OOYALA, INC.

By: *Mike Nikzad*  
Name: Mike Nikzad  
Title: Chief Operating Officer

NOTARIZATION

On this 27<sup>th</sup> day of March, 2019, before me, the undersigned Notary Public, personally appeared Mike Nikzad proved to me through satisfactory evidence of identification, which was/were TXDL, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

*Steven Korner*  
Signature of Notary



My Commission Expires: March 27, 2021

ASSIGNEE: Othello Acquisition Corporation

Signature: \_\_\_\_\_  
Name: Robert Noreck  
Title: Treasurer

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: OOYALA, INC.

By: \_\_\_\_\_  
Name:  
Title:

NOTARIZATION

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

(Seal)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

ASSIGNEE: Othello Acquisition Corporation

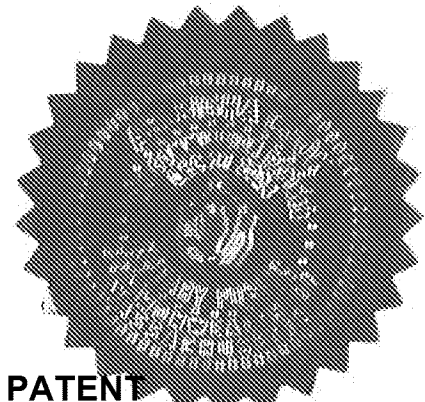
Signature: \_\_\_\_\_  
Name: Robert Noreck  
Title: Treasurer

On this 28 day of March, 2019, before me, the undersigned Notary Public, personally appeared Robert Noreck, proved to me through satisfactory evidence of identification, which was/were license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Carlyne Cook  
Signature of Notary

(Seal)

My Commission Expires: December 27, 2024



**Exhibit A**

**PATENT RIGHTS**

<b>Company Name</b>	<b>Matter Number</b>	<b>Status</b>	<b>Matter Name</b>	<b>Country</b>	<b>Application Number</b>	<b>Patent Number</b>	<b>App Type Unabbreviated</b>
Ooyala, Inc.	60239-0020	Abandoned (After filing)	Automatic Tracking Of People And Bodies In Video	USA	12/468,751		US - Child of Provisional
Ooyala, Inc.	60239-0042	Abandoned (After filing)	Automatically Recommending Content	COLOMBIA	14209547		Foreign - National Phase of PCT
Ooyala, Inc.	60239-0021	Abandoned (After filing)	Automatic Tracking Of People And Bodies In Video	WO	PCT/US09/44721		PCT
Ooyala, Inc.	60239-0019	Abandoned (After filing)	Image Segmentation	USA	60/955,191		Not Yet Designate dw.google.c
Ooyala, Inc.	60239-0016	Abandoned (After filing)	Object Tracking And Content Monetization	EPO	87960274		Foreign - National Phase of PCT
Ooyala, Inc.	60239-0015	Abandoned (After filing)	Object Tracking And Content Monetization	USA	12/147,307		US - Child of Provisional
Ooyala, Inc.	60239-0022	Expired	Automatic Tracking Of People And Bodies In Video	USA	61/054,804		US Provisional
Ooyala, Inc.	60239-0012	Expired	Providing Content To A Target Network That Has Insufficient Connectivity To A Source Network	USA	61/484,605		US Provisional
Ooyala, Inc.	60239-0045	Expired	Real-Time, Low Memory Estimation of Unique Clients Communicating with a Server	USA	62/050,684		US Provisional
Ooyala, Inc.	60239-0050	Expired	Real-Time, Low Memory Estimation Of Unique Client Computers Communicating With A Server Computer	USA	62/191,977		US Provisional
Ooyala, Inc.	60239-0023	Expired	Automatic Tracking Of People And Bodies In Video	USA	61/102,763		US Provisional
Ooyala, Inc.	60239-0057	Expired	SERVER- SIDE AD INSERTION SYSTEM	USA	62/371,389		US Provisional
Ooyala, Inc.	60239-0018	Expired	Object Tracking And Content Monetization	USA	60/946,225		US Provisional
Ooyala, Inc.	60239-0013	Filed, Issue fee paid, Awaiting Issue	Providing Content To A Target Network That Has Insufficient Connectivity To A Source Network	USA	13/327,199		US - Child of Provisional
Ooyala, Inc.	60239-0052	Filed, papers filed, all parts filed	Limiting Key Request Rates for Streaming Media	USA	15/169,543		US Original - No priority cwla.gimoogle.c
Ooyala, Inc.	60239-0044	Filed, papers filed, all parts filed	ADAPTING PLAYBACK SETTINGS BASED ON CHANGE HISTORY	USA	15/431,673		US Original - No priority claim

*Exhibit A – Patent Rights Assignment*

Company Name	Matter Number	Status	Matter Name	Country	Application Number	Patent Number	AppType Unabbreviated
Ooyala, Inc.	60239-0037	Foreign patent application	Automatically Recommending Content	CHINA	201380017911.9	ZL 201380017911.9	Foreign - National Phase of PCT
Ooyala, Inc.	60239-0038	Foreign patent application	Automatically Recommending Content	INDIA	7244/DELNP/2014		Foreign - National Phase of PCT
Ooyala, Inc.	60239-0034	Foreign patent application	Automatically Recommending Content	EPO	13752354.4		Foreign - National Phase of PCT
Ooyala, Inc.	60239-0036	Foreign patent application	Automatically Recommending Content	S. KOREA	10-2014- 7026127	10-1624246	Foreign - National Phase of PCT
Ooyala, Inc.	60239-0033	Foreign patent application	Recommending Content	CANADA	2,865,079	2,865,079	Foreign - National Phase of PCT
Ooyala, Inc.	60239-0056	Foreign patent application	Automatically Recommending Content	S. KOREA	10-2016- 7013256		US - Divisional
Ooyala, Inc.	60239-0041	Foreign patent application	Automatically Recommending Content	BRAZIL	BR112014020459-4		Foreign - National Phase of PCT
Ooyala, Inc.	60239-0049	Foreign patent application	Automatically Recommending Content	HONG KONG	15105529.2		Foreign - National Phase of PCT
Ooyala, Inc.	60239-0054	Foreign patent application	Automatically Recommending Content	AUSTRALIA	2016202425	2016202425	Foreign - Divisional
Ooyala, Inc.	60239-0055	Foreign patent application	Automatically Recommending Content	JAPAN	2016-086298	6227704	Foreign - Divisional
Ooyala, Inc.	60239-0060	Foreign patent application	AUTOMATICALLY RECOMMENDING CONTENT	CHINA	201711277280.0		Foreign - Divisional
Ooyala, Inc.	60239-0053	Foreign patent application	Automatically Recommending Content	SINGAPORE	1020160151 4X		Foreign - Divisional
Ooyala, Inc.	60239-0047	Issued	Goal- Based Video Delivery System	USA	14/502,880	10,070,122 B2	US - Continuation
Ooyala, Inc.	60239-0040	Issued	Automatically Recommending Content	SINGAPORE	1120140508 4S	1120140508 4S	Foreign - National Phase of PCT
Ooyala, Inc.	60239-0035	Issued	Automatically Recommending Content	JAPAN	2014-558828	5926823	Foreign - National Phase of PCT
Ooyala, Inc.	60239-0011	Issued	Goal- Based Video Delivery System	USA	13/190,714	8,849,095 B2	US Original - No priority cwla.gimoogle.c
Ooyala, Inc.	60239-0046	Issued	Real- Time, Low Memory Estimation of Unique Client Computers Communicating with a Server Computer	USA	14/854,924	9,893,973 B2	US - Child of Provisional
Ooyala, Inc.	60239-0032	Issued	Automatically Recommending Content	AUSTRALIA	2013222416	2013222416	Foreign - National Phase of PCT
Ooyala, Inc.	60239-0014	Issued	Automatically Recommending Content	USA	13/401,098	8,260,117 B1	US - Continuation-in-part
Ooyala, Inc.	60239-0039	Issued	Automatically Recommending Content	MEXICO	Mx/a/2014/010107	353434	Foreign - National Phase of PCT

*Exhibit A – Patent Rights Assignment*



Company Name	Matter Number	Status	Matter Name	Country	Application Number	Patent Number	AppType Unabbreviated
Ooyala, Inc.	60239-0059	Not a patent application	Searches related to Server- side ad insertion system	USA			Not a Patent Application
Ooyala, Inc.	60239-0010	Not a patent application	General Matters	USA		6227704	Not Yet Designate dw.google.c
Ooyala, Inc.	60239-0058	Not Pursued	Server- side ad insertion system	USA			US - Child of Provisiona lw.google.c
Ooyala, Inc.	60239-0051	Not Pursued	Real- Time, Low Memory Estimation of Unique Clients Communicating with a Server	PCT	PCT/US2015/050 273		PCT
Ooyala, Inc.	60239-0024	Not Pursued	An Engine For Predicting User Behavior	USA			US Original - No priority cwla.gimoogle.c
Ooyala, Inc.	60239-0043	Not Pursued	Adaptive Playback Settings	USA			US Provisiona lw.google.c
Ooyala, Inc.	60239-0017	PCT, now in national phase	Object Tracking And Content Monetization	USA	PCT/US08/68 414		US Original - No priority cwla.gimoogle.c
Ooyala, Inc.	60239-0031	PCT, now in national phase	Automatically Recommending Content	WO	PCT/US13/27 162		PCT
Ooyala, Inc.	60239-0048	Under Appeal	PROVIDING CONTENT TO A TARGET NETWORK THAT HAS INSUFFICIENT CONNECTIVITY TO A SOURCE NETWORK	USA	14/578,823		US - Divisional
Ooyala, Inc.		Foreign patent issued	Automatically Recommending Content	Korea	10-2016-7013256	10-1941757	
Ooyala, Inc.		Foreign subject standard patent - granted	Automatically Recommending Content	China (Hong Kong)	No. 15105529.2	HK1205391	