

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5799772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BULLDOG UNITED LLC	06/19/2012
RECEIVING PARTY DATA	
Name:	GRACENOTE, INC.
Street Address:	2000 POWELL STREET
Internal Address:	SUITE 1380
City:	EMERYVILLE
State/Country:	CALIFORNIA
Postal Code:	94608
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16670954
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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:	(312)913-0001
Email:	martinez@mbhb.com
Correspondent Name:	BRETT W. SCOTT
Address Line 1:	300 SOUTH WACKER DRIVE
Address Line 2:	SUITE 3100
Address Line 4:	CHICAGO, ILLINOIS 60616
ATTORNEY DOCKET NUMBER:	17-379-US-CON6
NAME OF SUBMITTER:	BRETT W. SCOTT
SIGNATURE:	/Brett W. Scott/
DATE SIGNED:	11/01/2019
Total Attachments: 5	
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CONFIRMATION

WHEREAS, Donald F. Gordon and Jim Doehrman (the "Undersigned") have executed and delivered that Membership Interest Purchase Agreement (the "Agreement"), dated May 18, 2012 (the "Closing Date"), by and between Gracernote, Inc., a Delaware corporation having a place of business at 2000 Powell Street, Suite 1380, Emeryville, CA 94608 (the "Assignee" and the "Buyer"), and Donald F. Gordon (the "Assignor" and the "Seller"), the sole Member of Bulldog United, LLC, a Delaware limited liability company (the "Company").

WHEREAS, the Agreement, in Recital A, stated that "Seller owns One Hundred Percent (100%) of the interest in the capital, profits, losses, distributions, and membership rights of the Company (the 'Membership Interest,' which term includes 100% of the issued and outstanding Common Units of the Company)."

WHEREAS, the Agreement, in Article 1.1 "Transfer of Membership Interest," stated that "[s]ubject to the terms and conditions of [the] Agreement, and in reliance upon the representations, warranties, and covenants contained in [the] Agreement, Buyer hereby purchases and acquires from Seller, and Seller hereby sells and transfers to Buyer, the Membership Interest, free and clear of any Lien."

WHEREAS, the agreement, in Article 3.13.3 "Definition of Company IP Assets," states that "[t]he term 'Company IP Assets' means all Intellectual Property Assets owned, licensed (as licensor licensee), created for, possessed, controlled, or at any time used by the Company."

WHEREAS, the Agreement, in Article 3.13.5 "Patents," states that "Schedule 3.13.5 of the Company Disclosure Schedule lists all Patents and Invention Disclosures included in Company IP Assets," and the Company Disclosure Schedule, in Schedule 3.13.5, lists the following United States patent applications (the "Patent Applications"):

- Provisional Application No. 61/170,586, filed 4/17/2009;
- Provisional Application No. 61/293,798, filed 1/11/2010;
- Nonprovisional Application No. 12/760,004, filed 4/14/2010;
- Provisional Application No. 61/409,018, filed 11/1/2010; and
- Nonprovisional Application No. 13/286,138, filed 10/31/2011.

THE ASSIGNOR does hereby confirm that, with full power and authority to do so, as of the Closing Date, the Assignor irrevocably and unconditionally:

CONVEYED, ASSIGNED, AND TRANSFERRED to the Assignee, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Assignor. the Assignor's



and the Company's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the inventions which are disclosed in the above-identified Patent Applications (which inventions are hereinafter referred to as the "Inventions");

such applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, reexamination, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Inventions (including any and all applications for a utility model or an innovation patent application);

all original, reissued, and reexamined patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Inventions;

including the right to claim priority to the above patents and patent applications in any United States applications or in any foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above patents and patent applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above patents and patent applications, or the contents thereof, and any of the foregoing actions, remedies, and rights, including the right to obtain and collect damages for past, present, or future infringement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Assignor, to ensure that the conveyance, assignment, and transfer of the above patents and patent applications are completed, the Assignor does hereby irrevocably and unconditionally:

WARRANT AND COVENANT that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Assignor, other than as specified in the Agreement, and that the full right to convey the property and rights as expressed in the Agreement was possessed by the Assignor, as the sole Member of Bulldog United, LLC, on the Closing Date of the Agreement;

COVENANT that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Assignor shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, reexamination, and all other patent applications for the Inventions; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Inventions; (3) communicate to the Assignee all facts known to the Assignor relating to the Inventions and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Inventions; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Inventions in the Assignee, or for securing, maintaining, and enforcing proper patent protection for the Inventions; and



COVENANT that should any provision of this CONFIRMATION (the "Confirmation") be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Assignor, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THE ASSIGNEE does hereby:

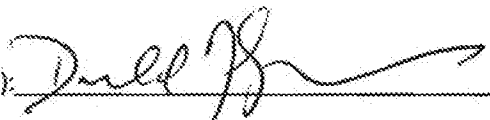
CONFIRM that, as of the Closing Date, the Assignee accepted the conveyance, assignment, and transfer of the above-identified Patent Applications.

THIS CONFIRMATION IS MADE FULLY EFFECTIVE on the Closing Date of the Agreement, thereby confirming the Assignor's conveyance, assignment, and transfer of the above patents and patent applications to the Assignee as of the Closing Date.

THIS CONFIRMATION IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Assignor, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of the signatures below:

Assignor:

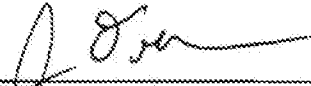
(Signature): 

Name: Donald F. Gordon

City/State: Emeryville, CA

Date: 6/19/2012

GRACENOTE, INC.:

(Signature): 

Name: Jim Doeheman, Senior Vice President and Chief Financial Officer, Gracnote, Inc.

City/State: Emeryville, CA

Date: 6/19/12

Appro:	
Initials:	<u>JD</u>
Date:	<u>6/19/12</u>