

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6022726

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ORIONS DIGITAL SYSTEMS, INC.	03/19/2020
RECEIVING PARTY DATA		
Name:	ORIONSWAVE, LLC	
Street Address:	7829 CENTER BLVD SE, #257	
City:	SNOQUALMIE	
State/Country:	WASHINGTON	
Postal Code:	98065	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9565239	
Patent Number:	10425474	
Application Number:	16579677	
Application Number:	61182656	
CORRESPONDENCE DATA		
Fax Number:	(801)328-1707	
<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:	8015339800	
Email:	docketing@wnlaw.com	
Correspondent Name:	WORKMAN NYDEGGER	
Address Line 1:	60 EAST SOUTH TEMPLE, SUITE 1000	
Address Line 4:	SALT LAKE CITY, UTAH 84111	
ATTORNEY DOCKET NUMBER:	22346	
NAME OF SUBMITTER:	JOHN C. STRINGHAM	
SIGNATURE:	/John C. Stringham/	
DATE SIGNED:	03/19/2020	
Total Attachments: 6		
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and effective as of March 19, 2020 ("Effective Date") by and between Orions Digital Systems, Inc., a Delaware corporation (the "Assignor") and OrionsWave, LLC (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Intellectual Property (as defined below); and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Intellectual Property; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

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

1. ASSIGNMENT OF INTELLECTUAL PROPERTY.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the intellectual property referred to in Exhibit A hereto, the inventions claimed and/or disclosed therein and in all applications claiming the benefit thereof or priority thereto and in all divisions, continuations and continuations-in-part of said applications, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications which may be filed (including but not limited to the right to file such applications) in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries;
- (b) all precursors, portions, and works in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials, and tools relating thereto or to the development, support, or maintenance thereof;
- (c) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, and all other intellectual property rights and all business, contract rights, and goodwill in, incorporated, or embodied in, used to develop, or related to any of the foregoing; and
- (d) the registrations and applications for registrations of the foregoing (all of the foregoing 1(a)-1(d) collectively the "Intellectual Property")

as well as all claims for damages and all of the remedies arising out of any infringement of the Intellectual Property and/or the inventions disclosed therein which may have accrued prior to the

date of this assignment or may accrue, including, but not limited to, the right to sue for and collect and retain damages for past infringements of the Intellectual Property and/or inventions disclosed therein.

2. CONSIDERATION.

As consideration for the assignment of the Intellectual Property and the Assignor's representations and warranties, the Assignee promises to provide the Assignor Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged.

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner (other than the Assignee) of all right, title, and interest in and to the Intellectual Property;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Intellectual Property or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property; and
- (g) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to any item of Intellectual Property purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the above representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the above representations in this Assignment inaccurate.

5. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Intellectual Property for the Assignee's own use, to meet recordkeeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Intellectual Property, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a patent, copyright, or trademark on any of the Intellectual Property and on any continuing, divisional, or reissue applications thereof.

6. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

7. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

8. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Orions Digital Systems, Inc.
7829 Center Blvd SE, #257
Snoqualmie, Washington 98065

If to the Assignee:

OrionsWave, LLC
7829 Center Blvd SE, #257
Snoqualmie, Washington 98065

9. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Delaware. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

10. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

11. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

12. ENTIRE AGREEMENT.

This Assignment constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

13. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

Orions Digital Systems, Inc.

By: Nils Lahr

Name: Nils B. Lahr

Title: Director

ASSIGNEE

OrionsWave, LLC

By: Nils Lahr

Name: Nils B. Lahr

Title: Director

**EXHIBIT A:
DESCRIPTION OF INTELLECTUAL PROPERTY**

Description of Property	Registration / Application Number	Date of Filing / Date of Registration
Systems and Methods for Multi-Source Fragmented Media Delivery	U.S. Provisional Application No. 61/182,656	05/29/2009
Selective Access of Multi-Rate Data from a Server and/or Peer	U.S. Patent Application No. 12/791,789, issued as U.S. Patent No. 9,565,239	06/02/2010
Selective Access of Multi-Rate Data from a Server and/or Peer	U.S. Patent Application No. 15/425,912, issued as U.S. Patent No. 10,425,474	02/06/2017
Selective Access of Multi-Rate Data from a Server and/or Peer	U.S. Patent Application No. 16/579,677 (pending)	09/23/2019