

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6105037

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CIMGAIN MEDIA LTD.	12/20/2016
RECEIVING PARTY DATA		
Name:	SNAPCHAT LIMITED	
Street Address:	7-11 LEXINGTON STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	W1F 9AF	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16591292
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	request@slwip.com	
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER P.A.	
Address Line 1:	PO BOX 2938	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0938	
ATTORNEY DOCKET NUMBER:	4218.443US3	
NAME OF SUBMITTER:	MICHELLE RED BEAR	
SIGNATURE:	/Michelle Red Bear/	
DATE SIGNED:	05/13/2020	
Total Attachments: 71		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4218.443US3

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CIMGAIN MEDIA Ltd.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: December 20, 2016

2. Name and address of receiving party(ies):

Name: Snapchat Limited

Street Address: 7-11 Lexington Street

City: London W1F 9AF

Country: United Kingdom

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 16/591,292

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anup A. Suresh

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anup A. Suresh/Reg. No. 65,338

Name of Person Signing

/Anup Suresh/

Signature

5-13-2020

Date

Total number of pages including cover sheet: 70

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 052655 FRAME: 0696

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "**Agreement**"), effective as of December 20, 2016, is entered into by and between Cimagine Media Ltd., an Israeli private company ("**Seller**"), and Snapchat Limited, a UK private company ("**Buyer**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of December 14, 2016 (the "**Purchase Agreement**"), which provides, among other things, for the sale, irrevocable assignment, transfer and delivery by Seller to Buyer of all Intellectual Property of Seller as set forth in Section 2.1(a)(i) of the Purchase Agreement, including, without limitation, all of the Intellectual Property listed on Exhibit A attached hereto (the "**Purchased IP**").

WHEREAS, Seller holds legal record and beneficial ownership of the Purchased IP.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Transfer of the Purchased IP. Seller does hereby sell, assign, transfer and deliver to Buyer all of Seller's right, title and interest in and to the Purchased IP, in each case, free and clear of any and all Liens, other than Permitted Liens, to have and to hold the Purchased IP. Buyer does hereby accept the sale, assignment, transfer and delivery of the Purchased IP.

2. Power of Attorney. Seller hereby appoints Buyer as its attorney-in-fact with respect to the Patents, Trademarks, copyright registrations, applications therefor and other Intellectual Property included in the Purchased IP, to act in Seller's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which the Patents, Trademarks, copyright registrations, applications therefor or other Intellectual Property included in the Purchased IP are pending or issued, granting or confirming the rights granted herein. Such appointment is coupled with an interest in the Purchased IP and shall be irrevocable.

3. Further Assurances. Seller shall execute all documents reasonably necessary to perfect Buyer's title to each item of the Purchased IP.

4. Controlling Document. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


5. Counterparts; Facsimile Signature. This Agreement may be executed in two or more counterparts, and with counterpart signature pages, each of which shall be an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto notwithstanding that all such parties have not signed the same counterpart.

Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the choice of law provisions thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed
as of December __, 2016.

CIMAGINE MEDIA LTD.

By: _____
Name: Yoni Nevo
Title: CEO

SNAPCHAT LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed
as of December __, 2016.

CIMAGINE MEDIA LTD.

By: _____
Name: _____
Title: _____

SNAPCHAT LIMITED

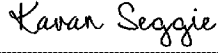
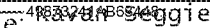
DocuSigned by:
By:  _____
Name:  _____
Title: _____

EXHIBIT A

PURCHASED INTELLECTUAL PROPERTY

All Seller Intellectual Property, excluding any Seller Intellectual Property that is an Excluded Asset.

Certificate Of Completion

Envelope Id: 7E80542031BC40FB9F2148124B810104
 Subject: Please DocuSign: Snapchat_Buyer (UK) (1).pdf
 Source Envelope:
 Document Pages: 15
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

63 Market Street
 Venice, CA 90291

Record Tracking

Status: Original
 12/18/2016 10:33:40 AM

Holder: [REDACTED]

Location: DocuSign

Signer Events

Kavan Seggie
 Kavan@snapchat.com
 Director
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:
 Kavan Seggie
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Using IP Address: 92.200.238.235

Timestamp

Sent: 12/18/2016 10:40:21 AM
 Viewed: 12/18/2016 11:13:15 AM
 Signed: 12/18/2016 11:15:05 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/18/2016 11:13:15 AM
 ID: 9186ae22-e5f5-433d-bd1a-f8cc744b3501

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2016 10:40:21 AM
Certified Delivered	Security Checked	12/18/2016 11:13:15 AM
Signing Complete	Security Checked	12/18/2016 11:15:05 AM
Completed	Security Checked	12/18/2016 11:15:05 AM

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Snapchat Main (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Snapchat Main:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: madison@snapchat.com

To advise Snapchat Main of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at madison@snapchat.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Snapchat Main

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to madison@snapchat.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Snapchat Main

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to madison@snapchat.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Snapchat Main as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Snapchat Main during the course of my relationship with you.

DISCLOSURE SCHEDULES

Dated as of the 14th day of December, 2016

THESE DISCLOSURE SCHEDULES (the "**Disclosure Schedules**") are made and given by the Seller Parties pursuant to that certain Asset Purchase Agreement, dated as of hereof (the "**Agreement**"), by and among the Snap Israel 2016 Ltd., an Israeli private company (the "**Israeli Buyer**"), Snapchat Limited, a UK private company (the "**UK Buyer**" and together with the Israeli Buyer, the "**Buyers**" and each individually as a "**Buyer**"), Cimagine Media Ltd., an Israeli private company (the "**Seller**"), each of Nir Daube, Ozi Egri, and Yoni Nevo (together with the other equity holders of the Seller who execute a Joinder after the date of this Agreement, the "**Indirect Sellers**" and each individually as an "**Indirect Seller**"). The Seller and the Indirect Sellers are sometimes referred to herein collectively as the "**Seller Parties**" and individually as a "**Seller Party**." Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Headings have been inserted in the Disclosure Schedules for convenience of reference only. Each section or subsection of the Disclosure Schedules will qualify only the specifically identified sections or subsections of the representations and warranties of the Agreement to which such Disclosure Schedule relates, unless the relevance to other representations and warranties is reasonably apparent from the text of the section or subsection of such Disclosure Schedule, in which case such disclosures will also be deemed to qualify such other representation or warranty.

Nothing in the Disclosure Schedules is intended to broaden or limit the scope of any representation or warranty contained in the Agreement or to create any covenant. Without limiting the scope or application of any representation or warranty contained in the Agreement, inclusion of any item in the Disclosure Schedules (i) does not represent a determination that such item is material or establish a standard of materiality (unless it is expressly intended, by virtue of the representation or warranty with respect to which such item was disclosed, to establish such materiality), (ii) does not represent a determination that such item did not arise in the ordinary course of business, (iii) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, unless specifically stated otherwise, and (iv) shall not constitute, or be deemed to be, an admission to any third party (other than a Buyer Indemnified Party) concerning such item.

Execution Version

Section 3.3

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Section 3.6

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Section 4.2

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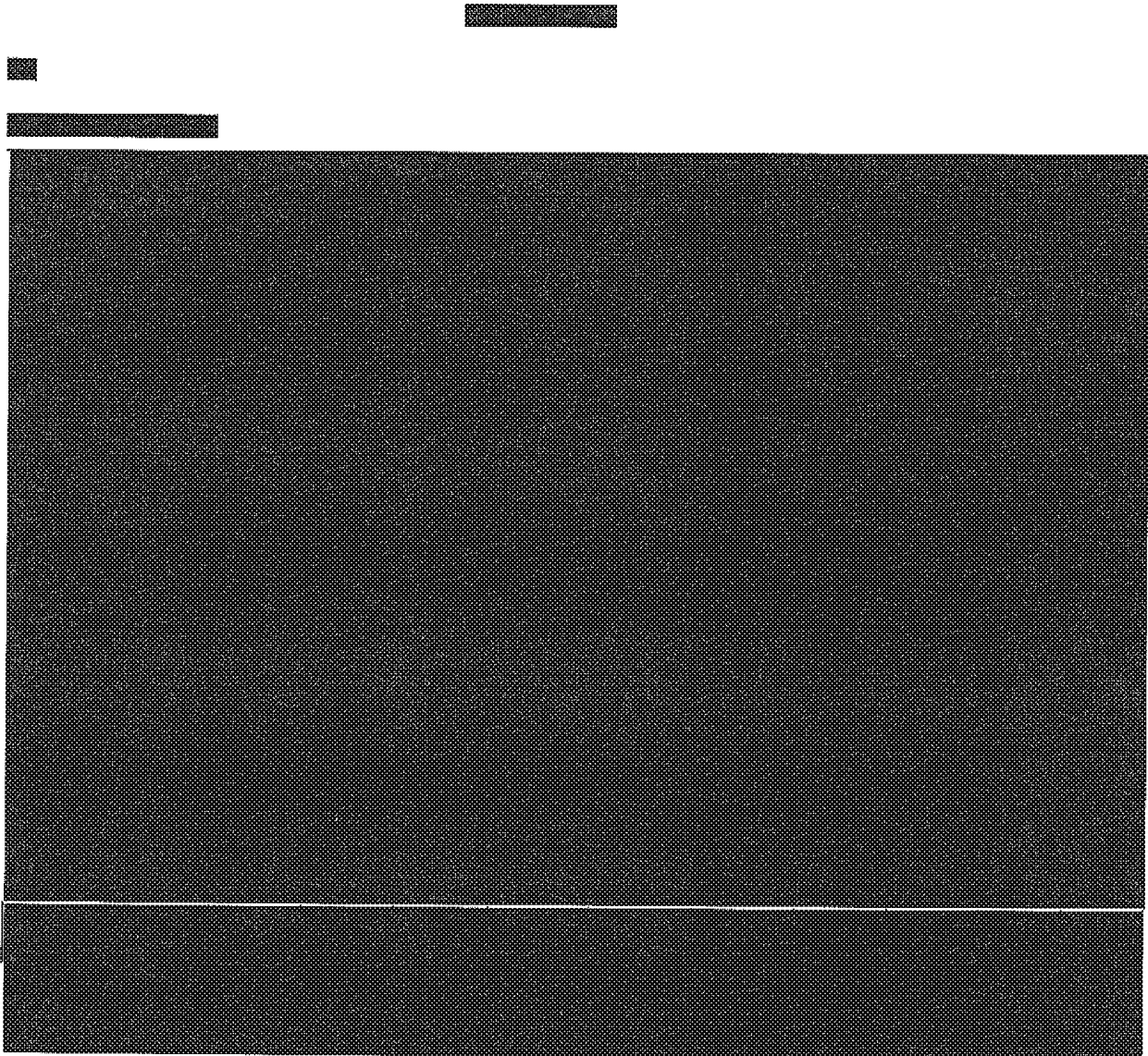
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Section 4.3

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Section 4.4



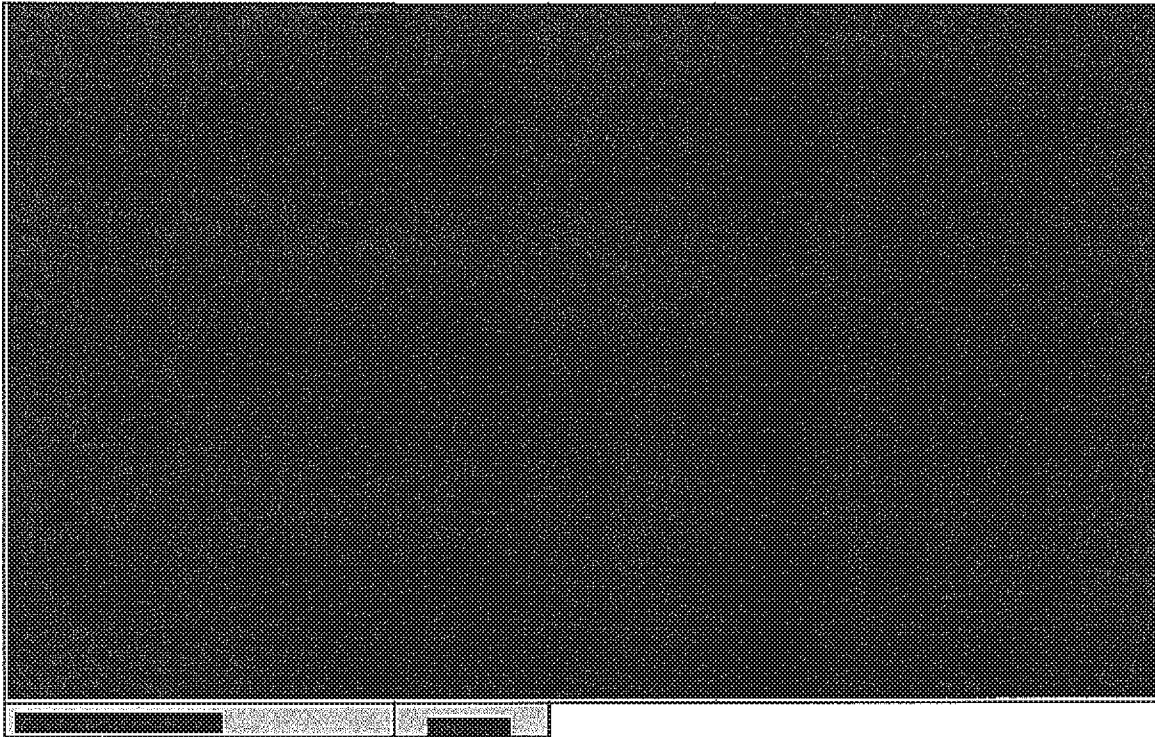
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Execution Version

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Execution Version

Section 4.5

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Execution Version

Section 4.6

[REDACTED]

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LEGAL_US_W # 88022337.10

PATENT
REEL: 052655 FRAME: 0716

Execution Version

Section 4.7

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Section 4.8

§ 87(2)(b) [REDACTED]

Category	Percentage
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2	95%
3	80%
4	55%
5	98%
6	95%
7	98%
8	85%
9	85%
10	15%
11	40%
12	95%
13	75%
14	100%
15	65%
16	90%
17	35%
18	45%
19	95%
20	98%
21	75%
22	55%
23	50%
24	95%
25	90%

Age Group	Should Take Action (%)	Should Not Take Action (%)
18-29	95	5
30-49	95	5
50-69	95	5
70+	95	5

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 [REDACTED]
 [REDACTED]

[illegible]

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97	97	97	97	97
98	98	98	98	98
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[illegible]

[illegible]

Category	Should take action	Should not take action
All respondents	95%	5%
Male	94%	6%
Female	96%	4%
18-29	97%	3%
30-49	95%	5%
50-69	94%	6%
70+	93%	7%

Execution Version



[REDACTED]

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Execution Version

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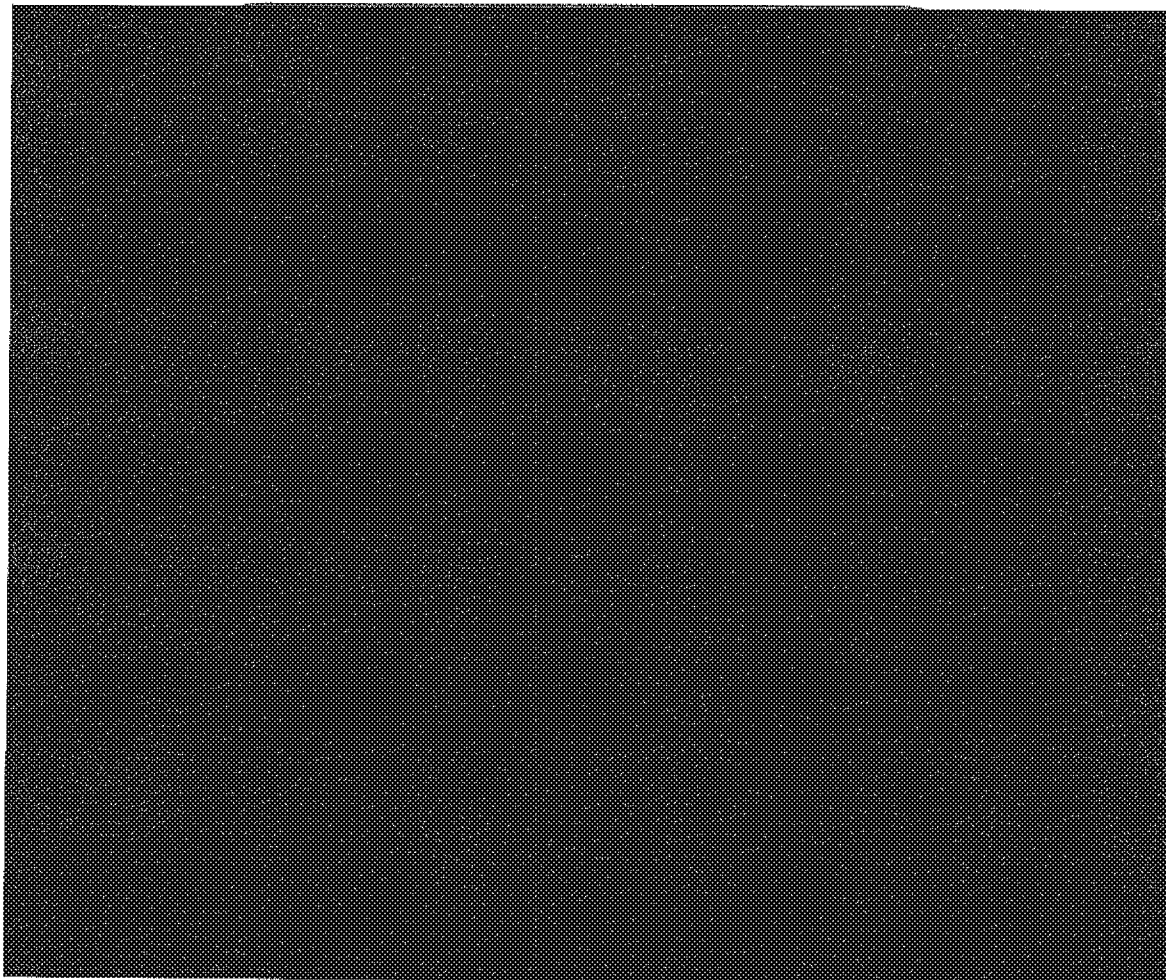
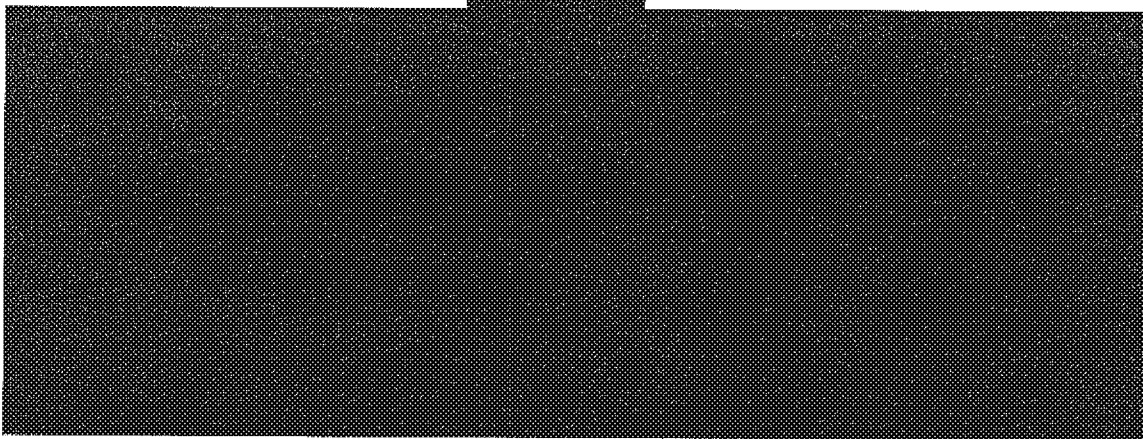
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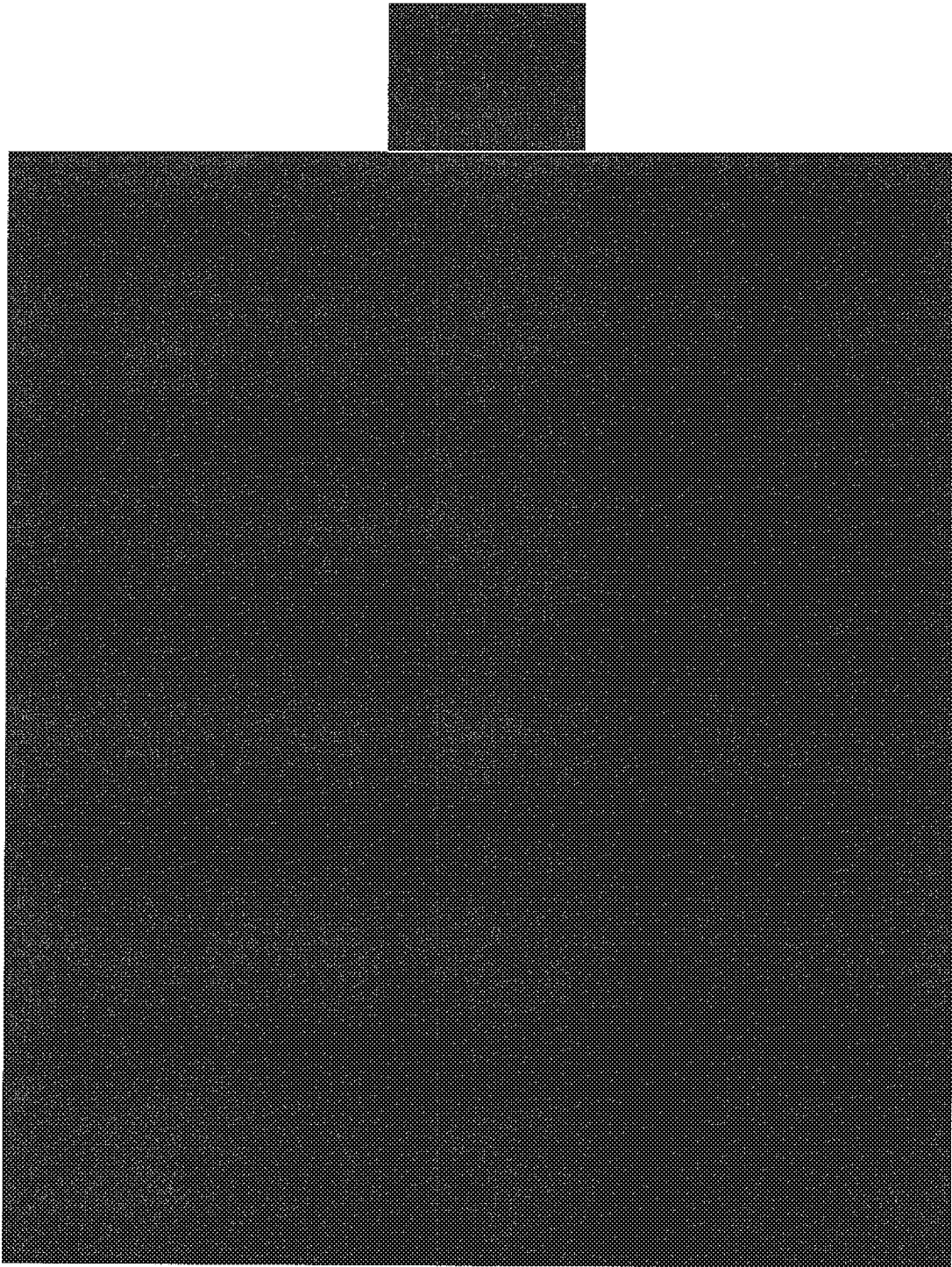
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Execution Version

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Schedule 4.9(a)(ii)





PATENT
REEL: 052655 FRAME: 0727

Schedule 4.9(i)

[REDACTED]

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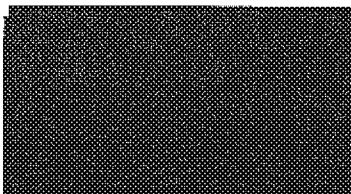
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Schedule 4.9(j)



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Schedule 4,9(h)

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Section 4.10

[illegible]

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Execution Version

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Execution Version

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LEGAL [REDACTED]

Execution Version

Section 4.11

[REDACTED]

[REDACTED]

LEGAL_US_W # 88022337.10

PATENT
REEL: 052655 FRAME: 0748

Execution Version

Section 4.12

[REDACTED]

- [REDACTED]
[REDACTED]
- [REDACTED]
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Execution Version

Section 4.13

[REDACTED]

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Section 4.14

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Execution Version

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| [REDACTED]

LEGAL_US_W # 88022337.10

Section 4.15

[illegible]

Execution Version

[REDACTED]

[illegible]

Schedule 4.15(a)

[REDACTED]

[REDACTED]

Section 4.16

[illegible]

Execution Version

Section 4.17

- [REDACTED]
- [REDACTED]
- [REDACTED]

LEGAL_US_W # 88022337.10

Section 4.19

[illegible]

Execution Version

Section 6.1

[REDACTED]

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[REDACTED]

LEGAL_US_W # 88022337.10

Section 7.1(b)

[illegible]

Certificate Of Completion

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Source Envelope:

Document Pages: 16

Certificate Pages: 4

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

63 Market Street

Venice, CA 90291

Record Tracking

Status: Original

12/18/2016 10:51:41 AM

Holder:

Location: DocuSign

Signer Events

Atul Porwal

atul@snap.com

Associate General Counsel

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Atul Porwal

74127C850FC8419

Using IP Address: 68.32.29.69

Timestamp

Sent: 12/18/2016 11:01:34 AM

Viewed: 12/18/2016 1:24:07 PM

Signed: 12/18/2016 1:24:48 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2016 1:24:07 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Timestamp

Carbon Copy Events

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Timestamp

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

12/18/2016 1:24:07 PM

Signing Complete

Security Checked

12/18/2016 1:24:48 PM

Completed

Security Checked

12/18/2016 1:24:48 PM

Electronic Record and Signature Disclosure

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All notices and disclosures will be sent to you electronically

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To advise Snapchat Main of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at madison@snapchat.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to madison@snapchat.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to madison@snapchat.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Snapchat Main as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Snapchat Main during the course of my relationship with you.