506131847 06/30/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6178574

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Execution Date
IMPULSE RADIO, INC.	12/28/2012

RECEIVING PARTY DATA

Name:	IMPULSE RADIO LLC
Street Address:	1890 PALMER AVENUE
City:	LARCHMONT
State/Country:	NEW YORK
Postal Code:	10538

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15446374

CORRESPONDENCE DATA

Fax Number:

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.

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ATTORNEY DOCKET NUMBER:	4661.003US4
NAME OF SUBMITTER:	BRENDA KOWALKE
SIGNATURE:	/Brenda Kowalke/
DATE SIGNED:	06/30/2020

Total Attachments: 4

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PATENT 506131847 REEL: 053085 FRAME: 0902

RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office Atty Ref/Docket No.: 4661.003US4 To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Impulse Radio LLC Impulse Radio, Inc. Street Address: 1890 Palmer Avenue Additional name(s) of conveying party(ies) attached? City: <u>Larchmont</u> State: <u>New York</u> Country: <u>United States of America</u> Zip: 10538 []Yes [X]No 3. Nature of conveyance: Additional name(s) & address(es) attached? []Yes [X]No [] Assignment [] Merger [] Security Agreement [X] Change of Name [] Other Execution Date: December 28, 2012 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. 15/446,374 Additional numbers attached? []Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ 0.00 Name: Paul J. Urbanski [[Enclosed [Authorized to be charged to deposit account Address: 19-0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 8. Please charge any additional fees or credit any over Minneapolis, Minnesota 55402 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE 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. Paul J. Urbanski/Reg. No. 58,351 Name of Person Signing Total number of pages including cover sheet: 4 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: 053085 FRAME: 0903

ASSIGNMENT

WHEREAS, on or about October 1, 2002, Impulse Radio, Inc., a Delaware corporation ("IR), as borrower, issued a secured promissory note to the Cedar Street Group, LLC ("CSG"), as lender (such note the "Note"), in the amount of US\$200,000, maturing September 30, 2003;

WHEREAS, pursuant to Section 7 of the Note, IR granted to CSG a first priority security interest, to the extent permitted by law, in all of Borrower's right, title and interest in and to all tangible and intangible assets of the IR, including without limitation, accounts receivable, furniture, fixtures, equipment, machinery, computer hardware and software and infrastructure and other tangible and intangible personal property then-owned by or subsequently acquired by IR in the ordinary course of business (the "Security Interest");

WHEREAS, IR has never made any payments of accrued interest or principal under the Note, and according to its terms the Note is in default as of the date hereof;

WHEREAS, CSG has previously reserved its rights under the Security Interest by notice to IR, and since October 1, 2003 has continued to protect IR assets subject to the Security Interest by financing activities related to the defense and prosecution of certain intellectual property owned by IR, including, without limitation patent applications, patents issued, patents pending, and any intellectual property related to the foregoing, owned directly or indirectly by IR as a result of assignment by inventors affiliated with the company (such intellectual property collectively the "Patents");

WHEREAS, IR has previously represented to CSG that IR owns its assets, including without limitation, the Patents, free and clear of all liens, encumbrances or other charges (collectively, "Liens");

WHEREAS, CSG desires to exercise its rights under the Security Interest by directing the assignment of all tangible and intangible IR assets to a CSG affiliate, effective as of 11:59pm on December 31, 2012 (the "Assignment Time"), and IR has agreed to such assignment.

NOWTHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the parties hereby agree as follows:

- Assignment. Effective as of the Assignment Time, IR does hereby transfer, dispose of and assign, fully and without reservation, all of its right, title and interest to all assets owned by IR, tangible and intangible, including without limitation, all right, title and interest in the Patents, to Impulse Radio LLC, a Delaware limited liability company ("IRLLC"), or another affiliate of CSG hereafter designated by CSG.
- 2. No Liabilities. Neither CSG nor IRLLC nor any other affiliate of CSG does hereby assume any liabilities or obligations of IR.

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- Note Terminated. At the Assignment Time, simultaneous with the assignment and transfer of assets described herein, the Note shall be terminated and all obligations of IR to CSG shall be satisfied, fulfilled and extinguished; provided that such assignment and transfer shall be consummated.
- 4. Indemnification. IR does hereby agree to indemnify and hold harmless CSG, IRLLC, together with their respective affiliated entities, members, officers, and employees, for a failure to consummate the assignment and transfer transaction described herein owing to any Liens against IR assets.
- 5. <u>Further Assurances</u>. Each of IR and CSG, for itself and for IRLLC, do hereby covenant and agree to undertake all additional tasks required to give effect to the transactions described herein, including without limitation, securing the signature or other cooperation of persons listed as inventors on the Patents if required by the United States Patent and Trademark Office, or by any other party with valid reason to request such signature or cooperation.
- 6. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed wholly within that state without regard to any conflicts of law provisions that might indicate the applicability of the laws of any other state.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective as of December 28, 2012.

impulse radio inc

By:

Javid Cons\

Chief Executive Officer

Witness

Name: Francis R. Tanner.

CEDAR STREET GROUP, LLC

By:

Mark McEnroe

Managing Director

Witness

Name: Vosa De Stave r