

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6440372

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OMNIFONE LIMITED	09/21/2020
RECEIVING PARTY DATA	
Name:	LEMON INC.
Street Address:	802 WEST BAY ROAD
Internal Address:	VISTRA (CAYMAN) LIMITED, PO BOX 31119, GRAND PAVILION, HIBISCUS WAY
City:	GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1205
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	17111284
Application Number:	17111305
Application Number:	17111342
Application Number:	17111368
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>	
Phone:	2028428800
Email:	jacquelyn.slate@faegredrinker.com
Correspondent Name:	FAEGRE DRINKER BIDDLE & REATH LLP (DC)
Address Line 1:	1500 K STREET, N.W.
Address Line 4:	WASHINGTON, D.C. 20005-1209
ATTORNEY DOCKET NUMBER:	TIK-0001USC5-C8
NAME OF SUBMITTER:	ANDREW T. POUZESHI
SIGNATURE:	/Andrew T. Pouzeshi, #67672/
DATE SIGNED:	12/09/2020
Total Attachments: 5	
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Schedule 3

Assignment

THIS AGREEMENT is dated 21st September 2020

PARTIES

OMNIFONE LIMITED incorporated and registered in England and Wales with company number 04635801 whose registered office is at 5th Floor Grove House, 248a Marylebone Road, London, NW1 6BB (Assignor);

ANDREW DUNCAN AND NEIL BENNETT both of 5th Floor Grove House, 248a Marylebone Road, London, NW1 6BB (collectively, the **Administrators**, acting as agents of the Assignor without personal liability) and any other person who is appointed as an administrator or as an additional administrator in conjunction with the administration of the Assignor; and

LEMON INC. incorporated and registered in the Cayman Islands with company number 290162 whose registered office is at Vistra (Cayman) Limited, PO Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1- 1205, Cayman Islands (**Assignee**),

each a **Party** and together the **Parties**.

BACKGROUND

- (A) The Assignor is the proprietor of the Patents (as defined below).
- (B) The Assignor has agreed to assign its rights in the Patents and all its Recovery Rights (defined below) to the Assignee.
- (C) The Administrators have been appointed as administrators for the Assignor by virtue of the Court Order set out in Schedule 2 to this Assignment.

AGREED TERMS

1. Definitions

Consideration	means the sum specified in the Sale and Purchase Agreement;
Documentation	has the meaning given to it in the Sale and Purchase Agreement;
Intellectual Property Rights	means patents, utility models, rights to inventions, copyright and related rights, trade, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent



rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Patents	means all worldwide patents, patent applications (including pending, expired, and abandoned patent applications) and all granted patents (including active, lapsed, withdrawn, and expired patents) related directly or indirectly to a priority filing (INPADOC extended patent family – EPO definition) and includes priorities, continuations, continuations in part, divisionals and foreign counterparts that are owned by the Seller particulars of which are set out at Schedule 1 to this Assignment;
Recovery Rights	means the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief of or for any of the Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this Agreement; and
Sale and Purchase Agreement	means the Sale and Purchase agreement between: (1) the Assignor; (2) the Administrators; and (3) the Assignee dated on or around the date of this agreement.

2. Assignment

As of the date of this agreement, and in exchange for the Consideration, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby irrevocably assigns to the Assignee absolutely all its right, title and interest in and to (1) the Documentation, (2) the Intellectual Property Rights in the Documentation, and (3) the Patents, including all rights therein provided by local laws and/or international conventions and treaties, all rights to apply for any application for, and be granted any, registration therefor, including rights of priority and renewals, and all rights to sue and recover damages, obtain injunctive relief or obtain other remedies, in each case, for past, present and future infringement, misappropriation, dilution or other violation thereof or conflict therewith, including without limitation:

- 2.1 in respect of any and each application in the Patents:
 - 2.1.1 its rights to claim priority from and to prosecute and obtain grant of patent; and
 - 2.1.2 its right to file divisional applications, counterparts, continuations and continuations in part based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.2 in respect of each and any invention disclosed in the Patents, its right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;



- 2.3 its right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
- 2.4 all of its rights to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- 2.5 its right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief and to retain any damages recovered in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this Agreement; and
- 2.6 its Recovery Rights.
- 3. **Governing law and jurisdiction**
- 3.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 3.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of this Agreement.

SIGNED by one of the Administrators without
personal liability for and on behalf of
OMNIFONE LIMITED

}
}
} ⇒
} _____
Andrew Duncan

SIGNED by one of the Administrators for and on
behalf of both of the ADMINISTRATORS

}
}
} ⇒
} _____
Andrew Duncan



SIGNED for and on behalf of Lemon Inc.

For and on behalf of
LEMON INC.

[Handwritten signature]

(Authorized Signatures)

Name: *Yiming Zhang*

Title: *Director*



Assignment Schedule 1

The Patents

Patent Family / Client Ref. / Title	Country	Filing Date	Application Number	Grant Date	Grant Number
Music Player - Wireless Digital Media Player A method of providing digital rights management for music content by means of a flat-rate subscription.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	US	08.05.2018	15/973,646	Allowed	Allowed
[REDACTED]	(Music Player (2018))	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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