

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6544218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BANDSPEED INC	03/29/2018
RECEIVING PARTY DATA	
Name:	ULTRAMARINE GROUP II, LLC
Street Address:	7000 NORTH MOPAC EXPRESSWAY
Internal Address:	SUITE 350
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78731
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17171019
CORRESPONDENCE DATA	
Fax Number:	(512)345-0021
<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:	5123459767
Email:	dsimmons@ivcpatentagency.com
Correspondent Name:	IVC PATENT AGENCY
Address Line 1:	7637 PARKVIEW CIRCLE
Address Line 4:	AUSTIN, TEXAS 78731
ATTORNEY DOCKET NUMBER:	52637-0136
NAME OF SUBMITTER:	DAVID O. SIMMONS
SIGNATURE:	/David O. Simmons/
DATE SIGNED:	02/10/2021
Total Attachments: 5	
source=assignment_Bandspeedinc_to_ultramarine#page1.tif	
source=assignment_Bandspeedinc_to_ultramarine#page2.tif	
source=assignment_Bandspeedinc_to_ultramarine#page3.tif	
source=assignment_Bandspeedinc_to_ultramarine#page4.tif	
source=assignment_Bandspeedinc_to_ultramarine#page5.tif	

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Bandspeed, Inc., a Delaware limited liability company, having offices at 5001 Plaza on the Lake Drive, Suite 103, Austin, Texas 78746, ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Ultramarine Group II, LLC, a Texas limited liability company, with an address at 7000 North Mopac Expressway, Suite 350, Texas 78731 ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

- (a) the patents listed in the table below (the "*Patents*");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and (ii) for which any of the Patents directly or indirectly forms a basis for priority;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign counterpart patents and foreign counterpart patent applications, that are related to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type arising from any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (i) to the extent they exist, all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing

categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for damages,
(ii) injunctive relief, and
(iii) any other remedies of any kind for past, current, and future infringement; and
(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Patent/Application No.	Country	Filing Date	Title of Patent and First Named Inventor
7,222,166 B2	US	1/16/2002	Approach For Managing Communications Channels Based On Performance And Transferring Functions Between Participants In A Communications Arrangement Bijan Treister
7,570,614 B2	US	9/6/2001	Approach For Managing Communications Channels Based On Performance Bijan Treister
7,027,418 B2	US	9/6/2001	Approach For Managing Communications Channels Based On Performance Hongbing Gan
7,310,661 B2	US	8/24/2001	Approach For Transferring Functions Between Participants In A Communications Arrangement Bijan Treister
6,987,955 B1	US	4/26/2002	Approach For Managing Power For Communications Channels Based On Performance Vitaliy Sapozhnykev
1378140	EP	1/23/2002	Approach For Selecting Communications Channels Based On Performance Bijan Treister
7,532,868 B1	US	10/25/2005	Approach For Determining Signal To Noise Ratios Based On Equalizer Outputs And Managing Power For Communications Channels Based On Performance Vitaliy Sapozhnykev
7,477,624 B2	US	4/3/2006	Approach For Managing The Use Of Communications Channels Based On Performance Hongbing Gan
60216742.6	DE	1/23/2002	Method For Selecting Communications Channels Based On Performance Bijan Treister

1,378,140	FR	1/23/2002	Method For Selecting Communications Channels Based On Performance Bijan Treister
1,378,140	GB	1/23/2002	Method For Selecting Communications Channels Based On Performance Bijan Treister
7,903,608 B2	US	1/12/2009	Approach For Managing The Use Of Communications Channels Based On Performance Hongbing Gan
8,542,643 B2	US	3/8/2011	Approach For Managing The Use Of Communications Channels Based On Performance Hongbing Gan
8,873,500 B2	US	9/23/2013	Approach For Managing The Use Of Communications Channels Based On Performance Hongbing Gan
9,379,769 B2	US	10/27/2014	Approach For Managing The Use Of Communications Channels Based On Performance Hongbing Gan
15/194,091	US	06/27/2016	Approach For Managing The Use Of Communications Channels Based On Performance Hongbing Gan
15/880,933	US	1/26/2018	Approach For Managing The Use Of Communications Channels Based On Performance Hongbing Gan

Assignor represents, warrants and covenants that it owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents. The Patent Rights are free and clear of all Liens. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patent Rights. Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models

or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Knoxville, TN
on March 29 2018

ASSIGNOR:

Bandspeed, Inc.

By: William L Eversole Name: _____ Title: CEO
William L Eversole

(Signature *MUST* be notarized)

STATE OF Tennessee)
) ss.
COUNTY OF Knox)

On March 29, 2018, before me, Lataya Monique Bey-Sofe,
Notary Public in and for said State, personally appeared William Everett,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.
Signature Lataya Monique Bey-Sofe

