

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6873079

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PROMISSORY NOTE	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BRN PHOENIX, INC.	01/22/2008
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DTV SATELLITE BROADBAND, LLC	
<b>Street Address:</b>	2230 EAST IMPERIAL HIGHWAY	
<b>City:</b>	EL SEGUNDO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	90245	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	12276261	
<b>Application Number:</b>	13411507	
<b>Application Number:</b>	13411510	
<b>Application Number:</b>	14804094	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)815-6555	
<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>		
<b>Phone:</b>	4048156500	
<b>Email:</b>	landrew@kilpatricktownsend.com	
<b>Correspondent Name:</b>	THE DIRECTV GROUP, INC.	
<b>Address Line 1:</b>	2260 E. IMPERIAL HWY.	
<b>Address Line 4:</b>	EL SEGUNDO, CALIFORNIA 90245	
<b>ATTORNEY DOCKET NUMBER:</b>	DTV208070	
<b>NAME OF SUBMITTER:</b>	LESLEY L. ANDREW	
<b>SIGNATURE:</b>	/Lesley L. Andrew/	
<b>DATE SIGNED:</b>	08/19/2021	
<b>Total Attachments: 6</b>		
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**PATENT**

**REEL: 057242 FRAME: 0564**

## PROMISSORY NOTE

\$5,000,000 (Subject to the terms herein)

January 22, 2008

FOR VALUE RECEIVED, BRN Phoenix, Inc. (the "Maker") promises to pay to DTV Satellite Broadband, LLC (together with its successors and assigns, individually, the "Holder" and collectively, the "Holders"), on the Maturity Date, or earlier as stipulated below, the outstanding Principal Amount, together with interest on the unpaid Principal Amount from the date hereof until paid in full, at a rate per annum (computed on the basis of a 360-day year and applied to the actual number of days elapsed) equal to the Applicable Rate. All payments hereunder shall be made in lawful money of the United States of America, without offset, via wire transfer of immediately available funds to an account designated by the Holder.

1. Definitions. Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given to them in the Security Agreement. As used herein, the following terms shall have the following meanings:

"Applicable Rate" means a rate per annum equal to 10%.

"Collateral Agent" means the Holder, in its capacity as collateral agent for the Secured Parties (as defined in the Security Agreement).

"Company Sale" means the sale, conveyance or disposal of all or substantially all of the Maker's property or business or the Maker's merger into or consolidation with any other corporation (other than a wholly-owned subsidiary corporation) or any other transaction or series of related transactions in which more than 50% of the voting power of the Maker is disposed of.

"Maturity Date" means January 22, 2009.

"Note" means this Promissory Note, dated January 22, 2008, from the Maker to the Holder in the initial principal amount of \$2,500,000 and up to an aggregate amount of \$5,000,000.

"Note Documents" means this Note and the Security Agreement.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"Prepayment Premium" means an amount equal to 2 times the aggregate cash amount loaned from time to time under the Note by each Holder.

"Principal Amount" means the principal sum of up to \$5,000,000, \$2,500,000 of which has been advanced by Holder to Maker on January 22, 2008 and \$2,500,000 of which will be advanced by Holder to Maker if (i) the Chief Executive Officer of the Maker delivers a written certification to the Board of Directors of the Maker that describes the principal terms of a Company Sale that have been agreed to by a third party and (ii) a majority of the members of the

Board of Directors, in good faith, agrees with the principal terms of such Company Sale as described in such certification, and which shall be reflected on Annex A to this Note and all of which advances shall be deemed to be evidenced by this Note and secured by the Security Agreement.

"Security Agreement" means the Security Agreement, dated as of January 22, 2008, between the Maker and the Collateral Agent.

2. Interest Payments. Interest shall be payable in arrears on the last day of each calendar quarter (commencing on March 31, 2008) by adding such amount (the "PIK Amount") to the Principal Amount.

3. Mandatory Prepayment. On the date of receipt by the Maker of the proceeds from any Company Sale, the Maker shall prepay the outstanding Principal Amount. Any prepayment pursuant to this Section 3 shall be accompanied by the Prepayment Premium, which shall be paid by the Maker to the Holder.

4. Collateral. This Note is secured as provided in the Security Agreement.

5. Events of Default. Each of the following events shall constitute an "Event of Default":

(a) the Maker defaults in the due and punctual payment of the principal or the interest on this Note when the same becomes due and payable; or

(b) (i) the Maker shall become insolvent, or be unable, or admit in writing its inability, to pay its debts as they become due; or (ii) the Maker shall make an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its properties or assets; or (iii) the Maker shall file or have filed against it a petition in bankruptcy or seeking reorganization or to effect a plan or other arrangement with creditors or winding up or dissolution; or (iv) the Maker shall apply for or consent to the appointment of or consent that an order be made appointing any receiver or trustee for any of its properties, assets or business, or if a receiver or a trustee shall be appointed for all or a substantial part of its properties, assets or business; or (v) an order for relief shall be entered against the Maker under the United States federal bankruptcy laws as now or hereafter in effect; or (vi) the Maker shall take any action indicating its consent to, approval of or acquiescence in, any of the foregoing; or

(c) (i) the Maker fails to make any payment (or otherwise satisfy) of any of its indebtedness for money borrowed when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure continues after the applicable grace or notice period, if any, specified in the document relating thereto on the date of such failure; or (ii) an event of default shall occur which permits the acceleration of any of its indebtedness for money borrowed under any other agreement, contract, indenture, document or instrument executed, or which may be executed, by the Maker, which failure or event of default has not been waived or cured.

Upon any Event of Default, the Principal Amount of this Note, any accrued interest hereon, and any and all obligations under this Note shall be due and payable, without

presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Maker. In addition to the remedies set forth above, the Collateral Agent may exercise any remedies provided for by the Security Agreement in accordance with the terms thereof or any other remedies provided by applicable law.

6. Business Day. Any payment on this Note coming due on a Saturday, a Sunday, or a day which is a legal bank holiday in New York, New York shall be made on the next succeeding day which is not a Saturday, Sunday, or day which is a legal bank holiday in New York, New York, and any such extension of the time of payment shall be included in the computation of interest hereunder.

7. Expenses; Indemnification. (a) The Maker agrees (i) to pay or reimburse the Collateral Agent and the Holders for all their costs and expenses incurred in connection with the preparation and execution of, and any amendment, supplement or modification to, this Note and the other Note Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including, without limitation, the fees and disbursements and other charges of counsel to the Collateral Agent and the Holders which in no event shall exceed \$75,000, (ii) to pay or reimburse each Holder and the Collateral Agent for all their costs and expenses incurred in connection with the enforcement or preservation of any rights under this Note, the other Note Documents and any other documents prepared in connection herewith or therewith, including, without limitation, the fees and disbursements of counsel to each Holder and the Collateral Agent, (iii) to pay, indemnify, or reimburse each Holder and the Collateral Agent for, and hold each Holder and the Collateral Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other similar taxes, if any (and which shall not include any obligation to pay, indemnify or reimburse the Holder and the Collateral Agent for any income taxes that may become payable as a result of the receipt of principal or interest on this Note), which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Note, the other Note Documents and any such other documents, and (iv) to pay, indemnify or reimburse each Holder, the Collateral Agent, their respective affiliates, and their respective officers, directors, trustees, employees, advisors, agents and controlling persons (each, an "Indemnatee") for, and hold each Indemnatee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Note, the other Note Documents and any such other documents, including, without limitation, any of the foregoing relating to the use of proceeds of this Note, and the fees and disbursements and other charges of legal counsel in connection with claims, actions or proceedings by any Indemnatee against the Maker hereunder (all the foregoing in this clause (iv), collectively, the "Indemnified Liabilities"); provided, that the Maker shall have no obligation hereunder to any Indemnatee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnatee. No Indemnatee shall be liable for any special, indirect, consequential or punitive damages in connection with the Note Documents.

(b) The agreements in this Section shall survive repayment of the Secured Obligations and all other amounts payable under the Note Documents.

8. Assignments. Each Holder may sell, transfer, negotiate or assign to one or more Persons all or a portion of its rights and obligations hereunder.

9. Waiver. The Maker hereby waives diligence, presentment, protest, demand, notice of dishonor and all other notices, and all defenses and pleas on the grounds of any extension or extensions of the time of payments or the due dates of this Note, in whole or in part, before or after maturity, with or without notice. No renewal or extension of this Note, and no delay in enforcement of this Note or in exercising any right or power hereunder, shall affect the liability of the Maker hereunder. The pleading of any statute of limitations as a defense to any demand against the Maker is expressly waived. No single or partial exercise by the Holder of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other rights. No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

10. Evidence of Debt. The Holder may record on Annex A hereto (a) the PIK Amount from time to time and (b) the Principal Amount from time to time. The entries made on Annex A hereto shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations recorded therein; provided, however, that the failure of the Holder to so record or any error therein shall not in any manner affect the obligations of the Maker to repay the Principal Amount in accordance with the terms hereof.

11. Governing Law. This Note shall be governed by and construed under and in accordance with the laws of the State of New York.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Note to be duly executed on its behalf as of the day and year first herein above set forth.

BRN PHOENIX, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Dale Branelund*  
DALE BRANELUND  
CTO

[SIGNATURE PAGE TO PROMISSORY NOTE]

PATENT

REEL: 057242 FRAME: 0569

## ANNEX A

[illegible]

[SIGNATURE PAGE TO PROMISSORY NOTE]