

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6890112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VERIZON MEDIA CANADA CORP.	08/01/2021
RECEIVING PARTY DATA	
Name:	VERIZON PATENT AND LICENSING INC.
Street Address:	ONE VERIZON WAY
City:	BASKING RIDGE
State/Country:	NEW JERSEY
Postal Code:	07920
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7548538
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:	joseph.r.palmieri@verizon.com
Correspondent Name:	JOSEPH R. PALMIERI
Address Line 1:	ONE VERIZON WAY
Address Line 4:	BASKING RIDGE, NEW JERSEY 07920
NAME OF SUBMITTER:	JOSEPH R. PALMIERI
SIGNATURE:	/Joseph R. Palmieri/
DATE SIGNED:	08/30/2021
Total Attachments: 5	
source=Assignment - Verizon Media Canada Corp. to VPLI - 2021-08-01#page1.tif	
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Patent Assignment Agreement

THIS PATENT ASSIGNMENT AGREEMENT (the “Assignment”) is effective as of August 1, 2021 (the “Effective Date”) by and between Verizon Media Canada Corp. (“Assignor”), a corporation organized under the laws of Canada and successor-in-interest to Oath (Canada) Corp., and Verizon Patent and Licensing Inc. (“Assignee”), a corporation organized under the laws of the State of Delaware and having a place of business at One Verizon Way, Basking Ridge, NJ 07920 USA. Assignor and Assignee are referred to herein collectively as the “Parties” and individually as a “Party.” Capitalized terms used but not defined herein shall have the meanings set forth in that certain Stock Purchase Agreement dated as of May 2, 2021 by and among Verizon Communications Inc., a Delaware corporation, Verizon Business International Holdings B.V., a private limited liability company (besloten vennootschap) organized under the laws of the Netherlands, on the one hand, and College Parent, L.P., a Delaware limited partnership, on the other hand (the “Purchase Agreement”).

WHEREAS, in exchange for Seventy-two Thousand Eight Hundred and Four United States Dollars (US\$72,804.00) , the receipt of which is acknowledged by Assignor, Assignor has agreed to assign to Assignee all right, title and interest in, to and under all Patents (as defined in the Purchase Agreement) included in the Excluded Assets (as defined in the Purchase Agreement), including the patents and patent applications set forth on Schedule A and the inventions and improvements described therein (collectively, the “Assigned Patents”), and the Parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing, Assignor hereby agrees as follows:

1. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, all right, title and interest in, to and under the Assigned Patents in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) any reissues, renewals, revisions, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and foreign equivalents thereof, (b) all patents that issue from the patent applications included in the Assigned Patents, (c) all rights therein provided by the laws of the United States or any foreign country, multinational treaties or conventions (including, without limitation, the right to claim priority to any of the Assigned Patents), (d) all rights to apply for, prosecute and obtain patents and industrial design registrations in respect of any of the inventions to the extent fully supported by the Assigned Patents throughout the world, and (e) all other rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Assignor shall take all further actions, and provide Assignee, Assignee’s successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

3. Assignor shall deliver to Assignee, in a manner mutually agreed upon by the Parties, all tangible (including electronic) records for the Assigned Patents within Assignor’s possession or control (including ribbon copies and prosecution histories).

4. Assignor hereby appoints Assignor as Assignor's attorney-in-fact (such appointment being irrevocable and coupled with the interest in the Assigned Patents), with full authority in the place and stead of Assignor and in the name of Assignor from time to time to take any action and to execute any document which Assignee may deem reasonably necessary or advisable to accomplish the purposes of this Assignment, including the execution and filing of confirmatory assignments, powers of attorney, declarations of transfer, or other documents relative to any of the Assigned Patents where permitted by law.

5. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the Parties hereby authorize any such governmental authorities to record this Assignment.

6. This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, (i) the laws of the United States and other relevant jurisdictions in respect of intellectual property issues and (ii) in all other respects, the laws of the State of New York, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

8. Assignee will pay all applicable GST, HST, PST or QST ("Indirect Taxes"), provided such Indirect Taxes are due by law from an assignee of the Assigned Patents hereunder and properly invoiced and separately stated in accordance with applicable law at the time the Assigned Patents are invoiced. Assignee assumes no responsibility for paying income taxes or any taxes other than Indirect Taxes related to this Assignment. Assignor assumes complete and sole responsibility for any taxes other than Indirect Taxes owed as a consequence of this Assignment. The Parties shall provide each other with appropriate tax information, as may be required by applicable law. Assignor agrees to accurately complete any required tax forms.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Verizon Media Canada Corp.

DocuSigned by:
Abigail Harris-Deans
By: _____
Name: Abigail Harris-Deans
Title: Assistant Secretary
Date: 8/27/2021

ASSIGNEE:

Verizon Patent and Licensing Inc.

DocuSigned by:
Neer Gupta
By: _____
Name: Neer Gupta
Title: President
Date: 8/27/2021

Schedule A

[see following page]

File Number	Country	Status	Title	Application Number	Filing Date	Pub Number	Patent Number	Grant Date
MGA20304US01	US	Issued	TELEPHONE CALL MANAGER	11467835	8/28/2006	20070049282	7548538	6/16/2009