

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
EDGIO INC., <i>et al.</i> ,	)	Case No. 24-11985 (KBO)
	)	
Debtors. ¹	)	(Jointly Administered)
	)	
	)	Hearing Date: To be determined
	)	Objection Deadline: To be determined
	)	
	)	Re: Dkt. Nos. 34, 141, 381, 431, 465

**MOTION OF DRNC HOLDINGS, INC.
TO (I) ENFORCE THE SALE ORDER AND PATENT
PURCHASE AGREEMENT AND (II) COMPEL PERFORMANCE BY THE DEBTORS**

DRNC Holdings, Inc., an affiliate of InterDigital Inc. (the “**Purchaser**”), by its undersigned counsel, hereby files this motion (this “**Motion**”) to: (i) enforce the Sale Order (as defined below), including the Patent Purchase Agreement (as defined below), approved thereby; and (ii) compel the Debtors to deliver immediately to the Purchaser certain Post-Closing Deliverables (as defined below) in accordance with such agreement. In support of this Motion, the Purchaser respectfully states the following:²

BACKGROUND

1. The Purchaser was the Successful Bidder (as defined below) for certain patents of the Debtors. The Sale Order approving the sale specifically provides that “[t]ime is of the essence

¹ The Debtors operate under the trade name Edgio and have previously used the trade names Limelight, Edgecast and Layer0. The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Edgio, Inc. (7033); Edgecast Inc. (6704); Edgio International, Inc. (3022); Limelight AcquisitionCo, Inc. (6138); Limelight Midco, Inc. (1120); Limelight Networks VPS, Inc. (3438); and Mojo Merger Sub, LLC (7033). The Debtors’ service address for purposes of these Chapter 11 Cases is: 11811 N. Tatum Blvd., Ste. 3031, Phoenix, AZ 85028. Additional information about the Chapter 11 Cases is available at <https://OmniAgentSolutions.com/Edgio/>.

² The Declaration of Leonid Kravets in support of this Motion has been filed concurrently with this Motion.

in closing the Sale” and that “the Sellers and the Purchaser intend to close the Sale as soon as practicable.” Docket No. 465 at ¶ 31. While the Purchaser was prepared to close quickly, the Debtors wanted to wait until after they consummated the sale of other assets to a third party. Following consummation of that sale on Friday, December 13, 2024, the parties exchanged signatures executing the Patent Purchase Agreement and the Purchaser arranged to pay the purchase price and deliver its final closing deliverable the following Monday on December 16, 2024.

2. On Sunday, December 15, 2024, the Debtors suddenly demanded a blanket license-back agreement from the Purchaser that was never part of the bargain. The Purchaser rejected the Debtors’ last-minute effort to strong arm a material modification to the fully-executed Patent Purchase Agreement, and proceeded the next day by paying the Purchase Price (as defined below), complying with its remaining deliverable obligation under the agreement, and waiving any remaining conditions to closing owed by the Debtors.

3. Since the closing, the Debtors have doubled down on their bad faith efforts to force a license-back agreement by denying, in conclusory fashion and with no legal basis, that the closing occurred and flatly refusing to deliver the customary deliverables confirming the transfer of title of the patents. The Debtors’ wrongful conduct is clouding title to the patents to the Purchaser’s detriment. Accordingly, the Purchaser brings this Motion to enforce the Sale Order and Patent Purchase Agreement and to compel the Debtors to comply with their obligations.

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29,

2012 (Sleet, C.J.). This is a core proceeding under 28 U.S.C. § 157(b). Venue of these Chapter 11 Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The predicates for the relief sought herein are sections 105(a) and 363 of the Bankruptcy Code.

6. Pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Purchaser consents to the entry of a final judgment or order with respect to this Motion if it is determined that this Court lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties.

RELIEF REQUESTED

7. By this Motion, the Purchaser requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), (i) enforcing its Sale Order and the related Patent Purchase Agreement; (ii) compelling the Debtors to perform under the Patent Purchase Agreement and to deliver the Post-Closing Deliverables (as defined below); and (iii) granting such other relief as the Court deems just and proper.

BACKGROUND

A. General Background.

8. On September 9, 2024 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the title 11 of the United States Code (the “**Bankruptcy Code**”).

9. On September 20, 2024, the United States Trustee for the District of Delaware appointed the Official Committee of Unsecured Creditors (the “**Committee**”). *See* Docket No. 98.

B. Sale Process.

10. On September 9, 2024, the Debtors filed the *Motion of Debtors for Entry of an Order (I) Approving (A) Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (B) the Expense Reimbursement, (C) Assumption and Assignment Procedures, (D) Form and Manner of Notice of Sale Hearing, Assumption Procedures and Auction Results, (E) the Debtors' Entry Into One or More Asset Purchase Agreements, (F) Sale(s) of Assets Free and Clear of All Encumbrances, and (G) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Scheduling Certain Dates and Deadlines, and (III) Granting Related Relief* [Docket No. 34] (the “**Sale Motion**”), whereby the Debtors sought, inter alia, approval of procedures for the solicitation of bids (the “**Bid Procedures**”) for the sale of substantially all of their assets (the “**Bankruptcy Sale**”).

11. In accordance with the Bid Procedures, the Purchaser submitted a bid for certain patents of the Debtors in the form of a Patent Purchase Agreement (as amended from time to time, the “**Patent Purchase Agreement**” or “**PPA**”) and participated in the Auction (as defined in the Sale Motion) held on November 13, 2024.

12. The Debtors accepted the Purchaser’s bid for the “**Acquired Assets**” (as defined in the PPA) and, on November 14, 2024, designated the Purchaser as the Successful Bidder (defined in the Sale Motion) in its *Notice of Successful Bidder with Respect to the Auction of Certain of the Debtors' Intellectual Property Assets* [Docket Nos. 378 and 381].

13. On November 25, 2024, the Court held the Sale Hearing (as defined in the Sale Motion) and, on November 26, 2024, the Court approved the sale of the Acquired Assets to the Purchaser (the “**Sale**”) pursuant to the terms of the PPA by entry of the *Order (I) Authorizing and Approving the Debtors' Entry into a Patent Purchase Agreement, (II) Authorizing the Sale of the*

Acquired Assets Free and Clear of All Encumbrances, and (III) Granting Related Relief [Docket No. 431] (the “**Initial Sale Order**”) a cross reference in which was corrected by entry of a corrected order on December 2, 2024 [Docket No. 465] (as corrected, the “**Sale Order**”).

14. Pursuant to the Sale Order, the Court found, among other things, that “(i) the [PPA] constitutes the highest or otherwise best offer for the Acquired Assets; (ii) *there is substantial risk of depreciation of the value of the Acquired Assets if the Sale is not consummated promptly*; (iii) the Sale presents the best opportunity to maximize the value of the Acquired Assets; and (iv) *unless the Sale is concluded expeditiously as provided for in this Order and pursuant to the Agreement, potential creditor recoveries may be substantially diminished.*” Docket No. 465 at ¶ I (emphasis added).

C. Negotiation of the PPA.

15. In connection with its bid and participation in the Auction, and as the Court found in the Sale Order, the Purchaser negotiated the terms of the PPA in good faith with the Debtors. Docket No. 465 at ¶¶ O, 25. Moreover, even after its selection as the Successful Bidder for the Acquired Assets and the entry of the Sale Order approving the terms of the Sale and the PPA, the Purchaser accommodated reasonable requests of the Debtors to finalize the schedules and exhibits to the PPA and to consummate the Sale and the Bankruptcy Sale.

16. The PPA is a comprehensive agreement that is based on forms of patent purchase agreements used in the regular sale of patents in the industry. It sets forth in Article 9 the conditions for Closing (as defined in the PPA) of the Debtors in their capacities as Sellers (as defined in the PPA) and of the Purchaser. The PPA also obligates the Sellers, in Section 8.2, to take certain actions to effectuate the Closing (including “all things necessary, proper or advisable (subject to any Applicable Laws) to cause the Closing Date to occur and consummate the Closing

and the other Transactions as promptly as practicable”) and, in Section 8.4, to take certain actions post-Closing to confirm the transfer of the Acquired Assets.

17. During the extensive negotiations of the PPA’s terms, the Purchaser agreed to, among other things, allow for a continuing Encumbrance (as defined in the PPA) created by a new Patent License (as defined in the PPA) executed between Debtors Edgio, Inc., and Mojo Merger Sub, LLC, and Akamai Technologies, Inc. (“**Akamai**”) in connection with and in furtherance of the Bankruptcy Sale. The Purchaser’s agreement to this condition facilitated Akamai’s own purchase of assets of the Debtors’ Apps & Security and Network Businesses (the “**Akamai Sale**”), as approved by a separate order of the Court entered on November 26, 2024 at Docket No. 429.

18. At no time during this months-long period, however, did the Purchaser ever agree to execute a license-back agreement to the Debtors’ estates, nor, was this requested from Purchaser at any time prior to December 15, 2024.

19. To the contrary, in connection with the Akamai Sale, the Debtors had proposed that the Purchaser agree to a temporary covenant not to sue in favor of the estate, to allow the Debtors to continue to provide certain content-delivery network services in support of the Akamai Sale through the end of the transition services period under the Akamai Sale. Instead of agreeing to this proposal, however, the Purchaser agreed to make an exception for limited continued use during the Akamai Sale’s transition services period, as reflected in Schedule 5.1(d) of the PPA. Accordingly, the PPA contains no reference to any license-back agreement or similar arrangement of any kind.

20. At all times following entry of the Sale Order, the Purchaser confirmed to the Debtors its willingness to close the Sale as soon as possible. In furtherance of a prompt closing, the Purchaser (or its counsel) requested a countersigned signature page to the PPA from the

Debtors on multiple occasions. The Debtors throughout this period reassured the Purchaser that the Sale would close once the Akamai Sale had been consummated.

D. Closing the PPA.

21. On Friday, December 13, 2024 (following the consummation of the Akamai Sale), the Purchaser confirmed again to the Debtors its readiness to close and asked that the Debtors send the fully executed PPA upon receipt of which the Purchaser would fund the Purchase Price (as defined in the PPA). The Debtors' responded by email attaching a fully compiled and executed electronic copy of the PPA³ to which the Debtors had added the date, December 13, 2024, and which included a scanned copy of their executed signature page. A copy of the email correspondence and a fully executed PPA is attached hereto as **Exhibit B.**

22. The Purchaser confirmed the Debtors' wire details and informed the Debtors of its intention to close on the Sale on the coming Monday.

23. On the eve of Closing, on Sunday, December 15, 2024, the Debtors suddenly contacted the Purchaser seeking to negotiate the terms of a brand new broad license-back agreement for all of the Acquired Assets for their remaining life—a request that had never before been raised by the Debtors or entertained by the Purchaser. Such a license-back agreement would require extensive negotiation of its terms and would constitute a material modification to the terms of the PPA and fundamentally change the economic basis for the Purchaser's investment in the Acquired Assets and the purchase price agreed in the PPA and approved by the Sale Order. Pursuant to Section 8.2 of the PPA, the Purchaser had no obligation to agree to this material modification.

³ The electronic file entitled "Project Falcon – Patent Purchase Agreement (InterDigital) [Executed].pdf" was sent to the Purchaser twice after a typo in one of the annexes had been corrected.

24. In accordance with the PPA's terms, on December 16, 2024, the Purchaser paid via wire the Purchase Price to the Debtors and counsel to the Purchaser also delivered a letter to the Debtors (the "**Closing Letter**"). The Closing Letter attached the Purchaser's sole remaining deliverable owed to the Debtors under the PPA and informed the Debtors that the Purchaser had waived any remaining conditions to Closing owed by the Debtors and that Closing had occurred. A copy of the Closing Letter is attached hereto as **Exhibit C**.

E. Debtors' Failure to Perform Post-Closing.

25. In the Closing Letter, the Purchaser demanded that the Debtors deliver certain post-closing deliverables as required under Section 8.4 of the PPA including, a Patent Assignment (as defined in the PPA) (the "**Patent Assignment**"), an electronic file containing the Importation Information (as defined in the PPA) (the "**Importation Information File**"), and electronic copies of the Patent Documents (as defined in the PPA) (together with the Patent Assignment and the Importation Information File, the "**Post-Closing Deliverables**"). These Post-Closing Deliverables are customary deliverables for sales of patents and are intended to be used to confirm the transfer of title in the Acquired Assets and facilitate the Purchaser's future use of the Acquired Assets.

26. On Tuesday, December 17, 2024, the Debtors' counsel emailed the Purchaser a letter (the "**Reply**") stating the Debtors' position that Closing had not occurred. A copy of the Reply is attached hereto as Exhibit D. The Reply states no basis for the Debtors' position under the terms of the PPA or applicable law. Instead, the Debtors simply reiterated their improper demand for a material modification of the PPA.

27. On Friday, December 20, 2024, counsel to the Purchaser responded to the Reply with another letter (the "**Post-Closing Letter**") to the Debtors and their counsel informing them that if the Debtors failed to deliver the Post-Closing Deliverables as required by the PPA that the

Purchaser would seek recourse through the Court to enforce the PPA and the Sale Order. A copy of the Post-Closing Letter is attached hereto as **Exhibit E**.

F. Implications of the Failure to Acknowledge Closing.

28. The Debtors' refusal to acknowledge that Closing has occurred significantly clouds the Purchaser's title in the Acquired Assets to the Purchaser's detriment.

29. Certain of the Acquired Assets are patent applications subject to pending patent prosecution at the United States Patent and Trademark Office ("USPTO") in which the Purchaser will need to respond to defend its interests. Several of these patent matters will require the Purchaser to take action on or before the end of January 2025 to protect the rights it purchased through the PPA. In the absence of such actions before such deadlines, those patent applications will be deemed abandoned and their value will become zero.

30. Additionally, the Debtors and their advisors continue to refuse to honor their obligations under the PPA in a bid to force the Purchaser to negotiate go-forward licensing agreements with potential purchasers of the remainder of the Debtors' estates assets on terms less favorable to the Purchaser than the Purchaser would freely seek.

31. Furthermore, although the Purchaser has been willing to engage in preliminary negotiations with such potential purchasers given its go-forward ownership of the Acquired Assets, the refusal of the Debtors to acknowledge Closing has clouded these negotiations and forced the Purchaser to divert time and resources to taking actions to enforce its rights under the PPA and Sale Order.

32. This diversion may lead some of these potential purchasers to cease engagement in licensing discussions with Purchaser and could result in the loss of economic opportunities both for the Purchaser and for the Debtors' estates.

33. It is essential that the Court act quickly and confirm the Purchaser's title in the Acquired Assets so that it can protect the economic rights for which it bargained and which the Court approved by the Sale Order.

BASIS FOR RELIEF REQUESTED

34. It is axiomatic that a bankruptcy court has authority to “interpret and enforce its own prior orders.” *Travelers Indem. Co. v. Bailey*, 129 S. Ct. 2195, 2205 (2009); *In re Ross*, 858 F.3d 779, 783 (3d. Cir. 2017). Here, the Court specifically retained jurisdiction under the Sale Order:

“to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Agreement and related Transaction Documents, all amendments thereto, and any waivers and consents thereunder, including, but not limited to, retaining jurisdiction to ***(i) compel delivery of the Acquired Assets to the Purchaser; (ii) interpret, implement, and enforce the provisions of this Order, the Agreement and the other Transaction Documents;*** (iii) protect the Purchaser Parties against any Encumbrances against the Sellers or other Debtors or the Acquired Assets of any kind or nature whatsoever; and (iv) enter any order under sections 363 and 365 of the Bankruptcy Code.” (emphasis added)

See Sale Order ¶ 35.

35. Further, section 105(a) of the Bankruptcy Code provides that the Court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provision of this title.” See 11 U.S.C. § 105(a).

36. The Court should enforce and implement the Sale Order and the PPA. Specifically, the Court should confirm that Closing (as defined in the PPA) has occurred and that the sale of the Acquired Assets has been consummated in accordance with the PPA. The Court should further direct the Debtors to deliver the Post-Closing Deliverables to the Purchaser as required under the terms of the PPA.

37. The Debtors' Reply cites no basis for contesting that Closing has occurred. Nor does any such basis exist as all conditions specified in the PPA for Closing have been satisfied or waived. The executed PPA unambiguously provides that the Closing occurs upon the satisfaction or waiver of all conditions set forth in Article 9 thereof. The Purchase Price has been paid and, as set forth in the Closing Letter, all conditions in Article 9 to the Closing have been satisfied, including all conditions in Section 9.1 (*Conditions Precedent to Performance by Sellers and Purchaser*) and all conditions in Section 9.3 (*Conditions to Obligations of Sellers*). With respect to Section 9.2 (*Conditions to Obligations of Purchaser*) all conditions have been satisfied or, as set forth in the Closing Letter, have been waived (which Section 9.2 makes clear the Purchaser may do in "its sole discretion"). *See* PPA § 9.2. Accordingly, Closing has occurred, the Purchaser has performed all of its obligations under the PPA, and the Debtors' delivery of the Post-Closing Deliverables is now required under Section 8.4 of the PPA.

38. It is concerning that this Motion seeking further action by the Court is even required. As set forth in paragraph 17 of the Sale Order, the Sale is self-executing:

"The Sale is self-executing, and neither the Sellers nor the Purchaser Parties shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order; *provided, however*, that the Sellers and the Purchaser Parties are authorized to execute or file any such document that they deem advisable."

See Sale Order ¶ 17.

39. In other words, the Post-Closing Deliverables being requested from the Debtors are not required to give effect or even evidence the Sale once Closing has occurred. Nevertheless, the Purchaser was forced to file this Motion given the Debtors' wrongful efforts to cloud title over the Acquired Assets by asserting that the Sale has not been consummated and demanding as a condition to Closing a license-back of all the Acquired Assets which is included nowhere in the

PPA. These actions by the Debtors are specifically foreclosed by Section 8.2 of the PPA which provides that the Purchaser is under no obligation to modify the terms of the PPA or otherwise concede to any condition to its use of the Acquired Assets. *See* PPA §§ 8.2(a) and (b). Given its self-effectuating nature, the Debtors' position is a clear-cut violation of the Sale Order.

40. The Sale Order is final and provides the Court with jurisdiction and authority to resolve any disputes emanating from the PPA, the sale of the Acquired Assets, and any related agreements or other documentation executed in connection therewith. The Sale Order specifically retains jurisdiction for the Court to enforce the PPA against the Debtors and compel their performance in accordance with its terms. The terms of the PPA are clear and unambiguous, were negotiated in good faith between the Debtors and the Purchaser, and were approved in their entirety by this Court pursuant to the Sale Order. Sale Order ¶¶ 2, 4, and 28.⁴

RESERVATION OF RIGHTS

41. The Purchaser reserves all rights to (i) amend or supplement this Motion, (ii) exercise all available remedies under the PPA or applicable law, (iii) serve discovery in connection with this Motion, and (iv) seek additional relief from the Court, including, without limitation, to (a) file an administrative claim for any damages arising from the Debtors' breach of the PPA, (b) seek further specific performance of the Debtors' obligations under the PPA, (c) seek an order sanctioning the Debtors or its advisors for continued violation of the Sale Order, or (d) seek other appropriate relief.

⁴ To the extent the Court were to conclude that Closing has not occurred, the Court should direct the Debtors to consummate the Closing immediately as they are required to do under the Sale Order and Section 8.2 of the PPA.

NOTICE

42. Notice of this motion will be given to: (a) the Debtors; (b) the U.S. Trustee; (c) the Committee; and (d) any party that, as of the filing of this Motion, has requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Purchaser submits that no other or further notice of this Motion is necessary or required.

CONCLUSION

WHEREFORE, the Purchaser respectfully request that the Court enter the Proposed Order, (i) enforcing the Sale Order and PPA, and (ii) compelling the Debtor to deliver the Post-Closing Deliverables in accordance with the PPA.

Dated: December 20, 2024

/s/ Robert F. Poppiti, Jr.

Robert S. Brady (No. 2847)

Robert F. Poppiti, Jr. (No. 5052)

**YOUNG CONAWAY STARGATT
& TAYLOR, LLP**

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600

Facsimile: (302) 571-1253

rbrady@ycst.com

rpoppiti@ycst.com

-and-

Allan S. Brilliant (*pro hac vice* pending)

Eric Hilmo (*pro hac vice* pending)

DECHERT LLP

1095 Avenue of the Americas

New York, NY 10036

Telephone: (212) 698-3500

Facsimile: (212) 698-3599

allan.brilliant@dechert.com

eric.hilmo@dechert.com

Stuart T. Steinberg (*pro hac vice* pending)

DECHERT LLP

Cira Centre

2929 Arch Street
Philadelphia, PA 19104
Telephone: (215) 994-4000
Facsimile: (215) 994-2222
stuart.steinberg@dechert.com

Counsel to the Purchaser

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
EDGIO INC., <i>et al.</i> ,	)	Case No. 24-11985 (KBO)
	)	
Debtors. ¹	)	(Jointly Administered)
	)	

Re: Dkt. Nos. 34, 141, 381, 431, 465

**ORDER (I) ENFORCING THE SALE ORDER AND PATENT PURCHASE
AGREEMENT AND (II) COMPELLING PERFORMANCE BY THE DEBTORS**

Upon consideration of the motion (the “**Motion**”),² of DRNC Holdings, Inc., an affiliate of InterDigital Inc. (the “**Purchaser**”), for entry of an order (this “**Order**”) pursuant to sections 105 and 363 of the Bankruptcy Code (i) enforcing the Sale Order and the PPA and (ii) compelling the delivery of the Post-Closing Deliverables and the Debtors’ performance of their other obligations under the PPA, all as more fully set forth in the Motion; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and it

¹ The Debtors operate under the trade name Edgio and have previously used the trade names Limelight, Edgecast and Layer0. The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Edgio, Inc. (7033); Edgecast Inc. (6704); Edgio International, Inc. (3022); Limelight AcquisitionCo, Inc. (6138); Limelight Midco, Inc. (1120); Limelight Networks VPS, Inc. (3438); and Mojo Merger Sub, LLC (7033). The Debtors’ service address for purposes of these Chapter 11 Cases is: 11811 N. Tatum Blvd., Ste. 3031, Phoenix, AZ 85028. Additional information about the Chapter 11 Cases is available at <https://OmniAgentSolutions.com/Edgio/>.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

appearing that notice of the Motion and opportunity for a hearing on the Motion were adequate and proper and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Motion and at any Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.
2. Closing (as defined in the PPA) has occurred and title to the Acquired Assets (as defined in the PPA) has transferred to the Purchaser in accordance with the terms of the Sale Order and the PPA.
3. The Debtors shall deliver to the Purchaser the Post-Closing Deliverables within one business day of the entry of this Order in accordance with the PPA and the Sale Order.
4. Nothing herein amends or modifies the terms and provisions of the PPA or Sale Order in any respect.
5. Notwithstanding Bankruptcy Rule 6004, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
6. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation, implementation or enforcement of this Order.

EXHIBIT B

Email Correspondence and Executed PPA

From: Leonid Kravets <Leonid.Kravets@InterDigital.com>

Sent: Friday, December 13, 2024 5:17 PM

To: Ariel Greenstein <Ariel.Greenstein@InterDigital.com>; Craney, Courteney <ccraney@milbank.com>; Siegel, Eric <eric.siegel@dechert.com>; Anderson, Jason <Jtanderson@milbank.com>; Diego, Jesus <jdiego@milbank.com>; McIntyre, James <JMcIntyre@milbank.com>

Cc: Lomazow, Tyson <TLomazow@milbank.com>; Hilmo, Eric <Eric.Hilmo@dechert.com>; Mastroianni, Frank <Frank.Mastroianni@dechert.com>; Gray, Cleopatra <CGray@milbank.com>

Subject: Re: Edgio - Closing

[EXTERNAL EMAIL]

Hi all - we have confirmed the wire instructions and just need those two items Ariel asked about. We can plan to release the wire on Monday morning.

Best,
Lenny

From: Ariel Greenstein <Ariel.Greenstein@InterDigital.com>

Sent: Friday, December 13, 2024 1:27:15 PM

To: Craney, Courteney <ccraney@milbank.com>; Siegel, Eric <eric.siegel@dechert.com>; Leonid Kravets <Leonid.Kravets@InterDigital.com>; Anderson, Jason <Jtanderson@milbank.com>; Diego, Jesus <jdiego@milbank.com>; McIntyre, James <JMcIntyre@milbank.com>

Cc: Lomazow, Tyson <TLomazow@milbank.com>; Hilmo, Eric <Eric.Hilmo@dechert.com>; Mastroianni, Frank <Frank.Mastroianni@dechert.com>; Gray, Cleopatra <CGray@milbank.com>

Subject: RE: Edgio - Closing

Thanks Courtney. Could you please send us the Importation Information file and the executed patent assignment?

Ariel Greenstein

Assistant General Counsel | InterDigital

T: (302) 281-3628 | M: (917) 885-2431

E: ariel.greenstein@interdigital.com

From: Craney, Courteney <ccraney@milbank.com>

Sent: Friday, December 13, 2024 11:44 AM

To: Siegel, Eric <eric.siegel@dechert.com>; Leonid Kravets <Leonid.Kravets@InterDigital.com>; Ariel Greenstein <Ariel.Greenstein@InterDigital.com>; Anderson, Jason <Jtanderson@milbank.com>; Diego, Jesus <jdiego@milbank.com>; McIntyre, James <JMcIntyre@milbank.com>

Cc: Lomazow, Tyson <TLomazow@milbank.com>; Hilmo, Eric <Eric.Hilmo@dechert.com>; Mastroianni, Frank <Frank.Mastroianni@dechert.com>; Gray, Cleopatra <CGray@milbank.com>

Subject: RE: Edgio - Closing

Thanks for catching, Eric. The typo has been corrected in the attached – Word version and changed pages redline also attached for reference.

Courteney Craney | Milbank | Associate
2029 Century Park East, 33rd Floor | Los Angeles, CA 90067-3019
T: +1 424.386.4457
CCraney@milbank.com | milbank.com

From: Siegel, Eric <eric.siegel@dechert.com>
Sent: Friday, December 13, 2024 8:24 AM
To: Craney, Courteney <ccraney@milbank.com>; Leonid Kravets <Leonid.Kravets@InterDigital.com>; Ariel Greenstein <Ariel.Greenstein@InterDigital.com>; Anderson, Jason <Jtanderson@milbank.com>; Diego, Jesus <jdiego@milbank.com>; McIntyre, James <JMcIntyre@milbank.com>
Cc: Lomazow, Tyson <TLomazow@milbank.com>; Hilmo, Eric <Eric.Hilmo@dechert.com>; Mastroianni, Frank <Frank.Mastroianni@dechert.com>; Gray, Cleopatra <CGray@milbank.com>
Subject: [EXT] RE: Edgio - Closing

Is there a typo in the service period definition?

Eric S. Siegel
Partner
Dechert LLP
+1 215 994 2757 Direct
+1 856 308 8595 Mobile
eric.siegel@dechert.com
dechert.com

From: Craney, Courteney <ccraney@milbank.com>
Sent: Friday, December 13, 2024 11:17 AM
To: Leonid Kravets <Leonid.Kravets@InterDigital.com>; Ariel Greenstein <Ariel.Greenstein@InterDigital.com>; Anderson, Jason <Jtanderson@milbank.com>; Diego, Jesus <jdiego@milbank.com>; McIntyre, James <JMcIntyre@milbank.com>
Cc: Lomazow, Tyson <TLomazow@milbank.com>; Hilmo, Eric <Eric.Hilmo@dechert.com>; Mastroianni, Frank <Frank.Mastroianni@dechert.com>; Siegel, Eric <eric.siegel@dechert.com>; Gray, Cleopatra <CGray@milbank.com>
Subject: RE: Edgio - Closing

[EXTERNAL EMAIL]

InterDigital team,

Please see attached for the executed PPA, with the annexes referenced therein attached separately. I've also attached a clean Word version of the PPA and changed pages redline against the last circulated draft for reference.

Please let us know if you have any questions.

Thanks,
Courteney

Courteney Craney | Milbank | Associate
2029 Century Park East, 33rd Floor | Los Angeles, CA 90067-3019
T: +1 424.386.4457
CCraney@milbank.com | milbank.com

From: Leonid Kravets <Leonid.Kravets@InterDigital.com>

Sent: Friday, December 13, 2024 7:45 AM

To: Ariel Greenstein <Ariel.Greenstein@InterDigital.com>; Anderson, Jason <Jtanderson@milbank.com>; Craney, Courtney <ccraney@milbank.com>; Diego, Jesus <jdiego@milbank.com>; McIntyre, James <JMcIntyre@milbank.com>

Cc: Lomazow, Tyson <TLomazow@milbank.com>; Hilmo, Eric <Eric.Hilmo@dechert.com>; Mastroianni, Frank <Frank.Mastroianni@dechert.com>; Siegel, Eric <eric.siegel@dechert.com>

Subject: [EXT] Re: Edgio - Closing

Congrats!

From: Ariel Greenstein <Ariel.Greenstein@InterDigital.com>

Date: Friday, December 13, 2024 at 10:43 AM

To: Anderson, Jason <Jtanderson@milbank.com>, Leonid Kravets <Leonid.Kravets@InterDigital.com>, Craney, Courtney <ccraney@milbank.com>, Diego, Jesus <jdiego@milbank.com>, McIntyre, James <JMcIntyre@milbank.com>

Cc: Lomazow, Tyson <TLomazow@milbank.com>, Hilmo, Eric <Eric.Hilmo@dechert.com>, Mastroianni, Frank <Frank.Mastroianni@dechert.com>, Siegel, Eric <eric.siegel@dechert.com>

Subject: RE: Edgio - Closing

Congrats Jason and Mibank team!

Can you please circulate the final PPA with attachments? We will then initiate the wire.

Ariel Greenstein

Assistant General Counsel | InterDigital

T: (302) 281-3628 | M: (917) 885-2431

E: ariel.greenstein@interdigital.com

PATENT PURCHASE AGREEMENT

By and Among

DRNC HOLDINGS, INC.,

EDGIO, INC.,

EDGECAST INC.,

EDGIO INTERNATIONAL, INC.,

LIMELIGHT ACQUISITIONCO, INC.,

LIMELIGHT MIDCO, INC.,

LIMELIGHT NETWORKS VPS, INC.

and

MOJO MERGER SUB, LLC

PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (this “*Agreement*”), dated as of December 13, 2024 (the “*Execution Date*”), by and among DRNC Holdings, Inc., a Delaware corporation, having a principal place of business at 200 Bellevue Parkway, Suite 300, Wilmington, Delaware 19809 (“*Purchaser*”) and Edgio, Inc., a Delaware corporation, having its principal place of business at 11811 N. Tatum Blvd., Suite 303, Phoenix, Arizona 85028 (“*Edgio*”), Edgecast Inc. (“*Edgecast*”), Edgio International, Inc. (“*Edgio International*”), Limelight AcquisitionCo, Inc. (“*Limelight AC*”), Limelight Midco, Inc. (“*Limelight Midco*”), Limelight Networks VPS, Inc. (“*Limelight NVPS*”) and Mojo Merger Sub, LLC (“*Mojo*” and collectively with Edgio, Edgecast, Edgio International, Limelight AC, Limelight Midco, the “*Sellers*,” and each individually, a “*Seller*”). The Sellers, on the one hand, and Purchaser, on the other hand, are each a “*Party*” and collectively the “*Parties*”. The Parties hereby agree as follows:

1. BACKGROUND

- 1.1 On September 9, 2024, Edgio and certain of its subsidiaries filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended (the “*Bankruptcy Code*”) in the Bankruptcy Court (the “*Bankruptcy Cases*”).
- 1.2 Pursuant to the Bidding Procedures (as defined below) and subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order (as defined below), Purchaser wishes to purchase from the Sellers their entire right, title and interest in and to the Acquired Assets (as defined below), on the terms and conditions set forth below.
- 1.3 The Acquired Assets shall be purchased by Purchaser subject to the terms and conditions set forth in this Agreement and pursuant to the Sale Order, free and clear of all Liabilities (as defined below) and Encumbrances (as defined below) to the fullest extent permitted by the Bankruptcy Code, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure.
- 1.4 The Sellers wish to sell to Purchaser their entire right, title and interest in and to the Acquired Assets for the consideration and on the other terms and conditions set forth below.

2. DEFINITIONS

- 2.1 “*Acquired Assets*” means, with respect to the Sellers, each of the following, whether or not issued, pending, expired, abandoned, or closed: (a) the Listed Patents, and (b) any and all Patents that are part of the same Patent Families as the Listed Patents, (c) any and all of the inventions, invention disclosures, and discoveries disclosed or claimed therein, and (d) any rights of priority created by such Patents under any treaty relating thereto.
- 2.2 “*Actions*” means all rights, privileges, claims, demands, choses in action, prepayments, deposits, refunds, indemnification rights, warranty claims, offsets and other claims of the Sellers against Third Parties.

- 2.3 “**Affiliate**” means an Entity that Controls, is Controlled by, or is under common Control with a Party. Such legal entity shall constitute an Affiliate of the Party only when and for so long as the Control exists. The term “**Control**” (including the correlative meanings of the terms “Controls”, “Controlled by” and “under common Control with”) means the direct or indirect ownership of more than fifty percent (50%) of an Entity, or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or an Entity, whether through the ability to exercise voting power, by contract or otherwise.
- 2.4 “**Ancillary Agreements**” means the Patent Assignment, Sale Order, Patent License, and, in the case of each of the foregoing, all exhibits and appendices thereto.
- 2.5 “**Applicable Law**” means any law, regulation, rule, order, judgment, guideline or decree to which any Acquired Asset or any Seller is subject.
- 2.6 “**Assignment Agreements**” means any executed agreements assigning, changing, confirming or correcting ownership (including without limitation original patent assignment agreements) of any part, portion or all rights in the Acquired Assets from the Inventor(s) and/or any prior owner to any prior owner or any Seller.
- 2.7 “**Backup Bid**” has the meaning set forth in the Bidding Procedures.
- 2.8 “**Backup Bidder**” has the meaning set forth in the Bidding Procedures.
- 2.9 “**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware.
- 2.10 “**Bidding Procedures**” means the bidding procedures approved by the Bankruptcy Court by order entered on September 30, 2024 at Docket No. 34 in the Bankruptcy Cases.
- 2.11 “**Business Day**” means any day other than a Saturday, Sunday or a day on which banks in New York are authorized or obligated by Applicable Law or executive order to close or are otherwise generally closed.
- 2.12 “**Closing**” means the consummation of the transactions contemplated by this Agreement.
- 2.13 “**Contract**” means any written agreement, contract, lease, license, consensual obligation, promise or undertaking.
- 2.14 “**Disclaimer Issue**” means a terminal disclaimer (including under 35 U.S.C. Sec. 253 or 37 C.F.R. 1.321 or the equivalent laws or regulation of any other Patent authority) that exists or was made in a Patent to address a double patenting issue.
- 2.15 “**Entity**” means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or any other legal entity.
- 2.16 “**Final Order**” means a judgment or Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered on the main docket in the Bankruptcy Cases (or the docket

of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such judgment or Order of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such Action or Order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, shall not cause an Order not to be a Final Order.

- 2.17 “**Importation Information**” means an electronic file provided by the Sellers, in the form provided by Purchaser, containing certain information requested by Purchaser regarding the Acquired Assets.
- 2.18 “**Inventor**” means each of the named inventors of each of the Acquired Assets.
- 2.19 “**Governmental Entity**” means any court or other federal, state, county, local or foreign governmental authority, instrumentality, agency commission or subdivision thereof, including but not limited to the U.S. Patent and Trademark Office (“**PTO**”) and the European Patent Office (“**EPO**”).
- 2.20 “**Liabilities**” means all liabilities, claims, Encumbrances, demands, expenses, commitments and obligations (whether accrued or not, known or unknown, disclosed or undisclosed, matured or unmatured, fixed or contingent, asserted or unasserted, liquidated or unliquidated, arising prior to, at or after the commencement of the Bankruptcy Cases) of or against the Sellers or any of the Acquired Assets.
- 2.21 “**Listed Patents**” means the Patents specifically listed in Exhibit A.
- 2.22 “**Material Adverse Effect**” means any fact, state of facts, change, circumstance, occurrence, effect, event, result or development that individually or in the aggregate (taking into account all other such facts, states of fact, changes, circumstances, occurrences, effects, events, results or developments) has had, or would be reasonably expected to have, a material adverse change in or material adverse effect on (x) the Acquired Assets, taken as a whole or (y) the ability of the Sellers to consummate the Transactions or to perform any of its obligations under this Agreement, but, with respect to clause (x) only, excluding any fact, state of facts, change, circumstance, occurrence, effect, event, result or development that results from or arises out of (i) the filing, commencement or pendency of the Bankruptcy Cases; (ii) the execution and delivery of this Agreement or the announcement thereof, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers,

suppliers, financing sources, licensors, licensees, distributors, partners, employees or others having relationships applicable to the Acquired Assets; (iii) any adoption, implementation, modification, repeal or other changes in Applicable Law or accounting regulations or principles, or in interpretations of any of the foregoing; (iv) any specific action required to be taken pursuant to the terms of this Agreement, or any action taken or failed to be taken, by the Sellers at the written request of, or with the written consent of, Purchaser; (v) any change or effect of economic, business or political conditions (including outbreak, continuation or escalation of any military conflict, declared or undeclared war, armed hostilities, civil unrest, public demonstrations or acts of foreign or domestic terrorism or sabotage (including hacking, ransomware or any other electronic attack), or any escalation or worsening of any such conditions) or the securities, debt, banking, capital, credit or financial markets, or in interest or exchange rates, in each case, in any country or region; (vi) any epidemic, pandemic or outbreak of disease, or any escalation or worsening of such conditions; (vii) any natural or manmade disasters or calamities, weather conditions including hurricanes, floods, tornados, tsunamis, earthquakes and wild fires, cyber outages, or other force majeure events, or any escalation or worsening of such conditions; (viii) any other regional, national or international calamity, crisis or emergency; or (ix) the failure of the Sellers to meet any of their projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or representatives); provided, that, the underlying causes thereof, to the extent not otherwise excluded by this definition, may be deemed to contribute to a Material Adverse Effect; provided that, in the cases of immediately preceding clauses (iii), (v), (vi), (vii) and (viii), such fact, state of facts, change, circumstance, occurrence, effect, event, result or development shall be taken into account to the extent that the Sellers are materially and disproportionately affected, taken as a whole, as compared to other companies in the same industry as the Sellers.

- 2.23 “**Order**” means any order, writ, injunction, judgment, verdict, ruling, decision, subpoena, mandate, precept, command, directive, consent, approval, award, decree or similar determination or finding entered, issued, made or rendered by any Governmental Entity or an arbitrator, mediator or other quasi-judicial or judicially sanctioned Person.
- 2.24 “**Patent Assignment**” means a Patent assignment agreement substantially in the form of Exhibit B hereto.
- 2.25 “**Patent Documents**” means, to the extent in the Sellers’ or their counsels’ possession, (i) all prosecution files (physical and electronic) and docket reports (capturing a time period no shorter than ninety (90) days following the Closing Date) for all of the Acquired Assets ; (ii) all Assignment Agreements; and (iii) all documents, records and files with respect to (A) the conception and reduction to practice (and diligence in reduction to practice) of the inventions of any of the Acquired Assets, (B) the disclosure of, acquisition, prosecution, registration, reissuance, correction, enforcement, defense, and maintenance of the Acquired Assets (including without limitation ribbon copies of any letters patent), and (C) marking activities and program(s) of the Sellers with respect to the Acquired Assets; and (iv) all other material documentation in the possession of the Sellers or their respective counsel or non-attorney patent professionals involving the Acquired Assets.

Notwithstanding the foregoing, Patent Documents shall exclude any documents or information in clauses (i) - (iv) of this Section which are subject to the doctrines of attorney-client privilege, attorney work-product, joint defense, common interest and/or any other applicable privilege or immunity (collectively, “**Common Interest Privilege**”) if providing such documents or information to Purchaser cannot be accomplished in a manner that protects such Common Interest Privilege.

- 2.26 “**Patent Family**” means a set comprised of all Patents that are (a) linked through one or more claims of benefit or priority or by a Disclaimer Issue or (b) foreign counterparts, reissues, divisionals, extensions, continuations or continuations-in-part with respect to any other Patent in such set.
- 2.27 “**Patent License**” means a Patent license agreement substantially in the form of Exhibit C hereto.
- 2.28 “**Patents**” means any United States, foreign or international patents and patent applications, patents and patent applications resulting or issuing therefrom, certificates of invention, utility models or any other grants by any Governmental Entity for the protection of inventions, including all non-provisionals, provisional, reissues, divisionals, continuations, continuations-in-part, re-examinations and extensions of any of the foregoing; provided, however, that when the term “Patent” is used in the context of, or to refer to, a particular patent or patent application, or a patent or patent application on a schedule, the term shall mean only that particular patent or patent application, as the case may be.
- 2.29 “**Permits**” means permits, certificates, licenses, filings, approvals and other authorizations of any Governmental Entity.
- 2.30 “**Person**” means any individual or Entity.
- 2.31 “**Petition Date**” means the date of the commencement of the Bankruptcy Cases.
- 2.32 “**Sale Order**” means an order of the Bankruptcy Court approving the Agreement and consummation of the Transactions under sections 105, 363 and 365 of the Bankruptcy Code (which may be an order approving this Agreement as the Backup Bid).
- 2.33 “**Successful Bidder**” has the meaning set forth in the Bidding Procedures.
- 2.34 “**Tax Authority**” means any Governmental Entity with responsibility for, and competent to impose, collect or administer, any form of tax.
- 2.35 “**Third Party**” means any Person other than the Sellers, Purchaser or any of their respective Affiliates to this Agreement.
- 2.36 “**Transactions**” means all the transactions provided for or contemplated by this Agreement and/or the Ancillary Agreements.

- 2.37 “**Transfer**” means sell, convey, assign, transfer and deliver, and “**Transferable**” and “**Transferred**” shall have corollary meanings.
- 2.38 “**Transfer Taxes**” means all transfer, stamp, recording, filing, and all other similar taxes, duties or fees (including any recording fees and notarial fees), in each case including interest, penalties or additions attributable thereto, arising out of or in connection with the Transactions.
- 2.39 “**Transmitted Copies**” means copies that are reproduced or transmitted via email of a .pdf file, photocopy, facsimile or other process of complete and accurate reproduction and transmission.

3. PURCHASE PRICE; PAYMENT; CLOSING

- 3.1 Consideration for the Patents. Upon the terms and subject to the conditions of this Agreement, the aggregate consideration (the “**Purchase Price**”) for the sale, conveyance, assignment, transfer and delivery of the Acquired Assets shall be an aggregate sum equal to four million two hundred and fifty thousand United States Dollars (\$4,250,000) to be remitted by Purchaser or a designee of Purchaser in immediately available funds to a single bank account designated by Sellers in writing to Purchaser at least three (3) Business Days prior to the Closing Date.
- 3.2 Taxes. Except as otherwise provided in this Agreement, each Party will pay all fees and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby. The Sellers shall be solely responsible for the payment of any federal, state, local, foreign or other tax, duty, levy, impost, fee, assessment or other governmental charge that may be payable in connection with the sale or purchase of the Acquired Assets, except that Purchaser shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the Transactions. For the avoidance of doubt, the Purchaser and the Sellers agree that the Purchase Price is exclusive of any Transfer Taxes.
- 3.3 Closing.
- (a) Upon the terms and subject to the conditions of this Agreement, the Closing shall take place remotely by electronic mail or other electronic exchange of documents, among and between the parties and/or their respective counsel.
- (b) The Closing shall occur on (i) the third (3rd) Business Day following the satisfaction and/or waiver of all conditions to the Closing as set forth in Article 9 (other than conditions which by their nature can be satisfied only at the Closing but subject to their satisfaction or waiver) or (ii) such other date as it agreed to in writing by Purchaser and the Sellers (the “**Closing Date**”). Upon consummation of the Closing, the purchase and sale of the Acquired Assets hereunder, the Closing shall be deemed to have occurred as of 12:01 a.m. (New York time) on the Closing Date.

4. ASSIGNMENT OF ACQUIRED ASSETS

4.1 Assignment of Acquired Assets.

- (a) On the Closing Date, and subject to the payment of the Purchase Price under Section 3.1, the Sellers shall sell, assign and transfer to Purchaser, free and clear of all Liabilities and Encumbrances to the fullest extent permitted by the Bankruptcy Code (except as specifically listed on Schedule 5.1(d)), all of the Sellers' right, title and interest in and to the Acquired Assets, including all rights under (i) the Acquired Assets to sue, license and collect and receive all income, royalties, damages, payments due, injunctive relief and any other settlements or remedies (including, without limitation, causes of action and rights to damages and payments for past, present or future infringements or misappropriations) with respect to the Acquired Assets and (ii) the Patent Documents.
- (b) If, after the Closing Date, Purchaser provides written notice to Sellers that any Acquired Asset is subject to a Disclaimer Issue with respect to a Patent of any Seller and the Sellers agree (such agreement not to be unreasonably withheld, delayed or conditioned) that such Patent should have been included as an Acquired Asset, the Sellers shall, without additional consideration, transfer and convey as of the Closing Date (to the extent not previously effectively assigned by the Sellers to Purchaser pursuant to Section 4.1(a)), ownership of such Patent to Purchaser and such Patent shall thereafter (but with effect as of the Closing) be considered an Acquired Asset hereunder.
- (c) If at any time Purchaser provides written notice to Sellers that a Patent of any Seller is part of the same Patent Family corresponding to one or more of the Acquired Assets and such Patent was not identified as an Acquired Asset, then, in addition to any other remedies Purchaser may have under this Agreement, the Sellers shall upon notice from Purchaser promptly assign such Patent (and any Patents that may have issued therefrom) to Purchaser.

4.2 Document Deliveries.

- (a) Sellers' Document Deliveries. The Sellers will deliver to Purchaser on or before the Closing Date: (i) a copy of the Sale Order, which shall be in form and substance reasonably acceptable to Purchaser; (ii) the executed Patent Assignment; (iii) the Importation Information; (iv) electronic copies of the Patent Documents; and (v) the officers' certificates referred to in Section 9.2(d).
- (b) Purchaser Document Deliveries. Purchaser will deliver to the Sellers on or before the Closing Date: (i) a duly executed counterpart of the Patent Assignment; and (iii) the officer's certificate referred to in Section 9.3(d).

- 4.3 Patent Proceedings. The Sellers shall, at Purchaser's full cost and expense, if reasonably requested in writing to do so by Purchaser, cooperate in (to the extent that the Sellers are able to do so without unreasonably interfering with their respective business operations) any legal or equitable action, litigation, hearing, investigation, arbitration or other legal,

regulatory or administrative proceeding regarding any of the Acquired Assets or the scope, infringement or validity thereof (“**Patent Proceeding**”). Solely if ordered to do so by a Court, such cooperation in a Patent Proceeding shall include making witnesses available and joinder as a plaintiff. Notwithstanding the foregoing, Purchaser shall have sole control and discretion over any and all such Patent Proceedings and any settlement thereof, and the exclusive right to receive, retain and enforce all damages, awards, and other remedies of any kind in connection with any such Patent Proceeding. Purchaser will promptly reimburse the Sellers for all reasonable, out-of-pocket costs incurred in connection with providing cooperation requested by Purchaser in connection with a Patent Proceeding hereunder, and Purchaser shall promptly reimburse the Sellers, and their employees, attorneys, agents and inventors (without duplication) at a reasonable hourly rate mutually agreed upon by the Parties for time spent in connection with providing cooperation requested by Purchaser in connection with a Patent Proceeding hereunder.

- 4.4 Further Assurances. Upon Purchaser’s reasonable request, each Seller will execute and deliver any further documents and instruments prepared by Purchaser, and do such other lawful acts, as may be reasonably requested by Purchaser, to perfect, secure, prosecute and maintain Purchaser’s right, title, and interest in and to the Acquired Assets in each applicable country and to otherwise effect the consummation of the transactions contemplated hereby, including disclosure to Purchaser of all pertinent information related to the Acquired Assets, the execution of applications, specifications, oaths, declarations and assignments, provided that such cooperation does not unreasonably interfere with that Seller’s usual business operations or relationships. Any such documents or instruments provided by Purchaser will be in English or will be accompanied by an English translation.
- 4.5 Additional Releases. To the extent any Acquired Assets have any liens or security interests upon them after the Closing Date, without limiting the Sellers’ other obligations hereunder, upon Purchaser’s reasonable request, the Sellers shall promptly seek, obtain and deliver from its lenders or other third party the release of any liens or security interest that they may have on any of the Acquired Assets.
- 4.6 Costs and Expenses. Purchaser shall be solely responsible for all costs and expenses on or after the Closing Date associated with prosecution, maintenance and any enforcement of the Acquired Assets or recordation and perfection of Purchaser’s rights in the Acquired Assets, including attorneys’ fees, taxes and Patent office fees in any jurisdiction.
- 4.7 Successors and Assigns. If any Seller, or any of its successors or assigns (a) consolidates with or merges into any other Person and such Seller will not be the continuing or surviving entity in such consolidation or merger or (b) transfers all or substantially all of its properties and assets to any Person including, without limitation, in connection with a purchase pursuant to a sale order pursuant to sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, then, in each case, proper provision will be made prior to or concurrently with the consummation of such transaction so that the successors and assigns of any such Seller, as the case may be, will assume and agree to perform and satisfy the obligations of the Sellers set forth in this Agreement as if substituted for the Sellers hereunder as of the date hereof. In connection with a purchase of all or substantially all of the assets of any such Seller

pursuant to a sale order pursuant to sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, any such Seller shall, for purposes of Section 4.7(b), cause any such purchaser to assume, and in no circumstances reject, this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF SELLERS

5.1 Subject to the foregoing, the Sellers hereby represent and warrant to Purchaser, as follows that, as of the Execution Date:

- (a) Corporate Organization. Each Seller is duly organized, validly existing and in good standing under the respective laws of its jurisdiction of incorporation and with respect to good standing, in each jurisdiction in which the character of the properties and assets now owned or held by it or the nature of the business now conducted by it requires it to be so licensed or qualified.
- (b) Authority. Subject to the entry of the Sale Order, each Seller has all requisite power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is or is to be a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the Ancillary Agreements to which it is or is to be a party by each Seller and the performance by each Seller of its obligations hereunder have been duly authorized by all necessary action, and constitutes (in the case of this Agreement) and, subject to the entry of the Sale Order, will constitute (in the case of the Ancillary Agreements) the legal, valid and binding obligation of such Seller, enforceable against it in accordance with its terms and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity.
- (c) Non-contravention. Subject to the entry of the Sale Order, each Seller's execution, delivery, and performance of its obligations under this Agreement and each Ancillary Agreement, and the consummation of the Transactions, will not conflict with or violate the organizational documents of any Seller, any agreement with a Third Party to which any Seller is party, or any laws to which any Seller is subject.
- (d) Pre-Existing Licenses. As of the date of this Agreement, except as specifically listed on Schedule 5.1(d) hereto, the Acquired Assets are not subject to any mortgage, lien, pledge, charge, commitment, security interest, option to purchase or obtain an exclusive license, express or implied license, waiver of any rights of enforcement (including but not limited to any covenant not to sue, covenant not to assert, or standstill agreement), release of any claim, judgment, stipulation, court order or decree, or other restriction regarding transfer or licensing, or any other commitment to a third party (collectively, an "*Encumbrance*"). As of the Closing, the Acquired Assets will not be subject to any Encumbrances other than in connection with (i) the Patent License and (ii) any license agreement set forth on Schedule 5.1(d).
- (e) Listed Patents. Exhibit A sets forth a complete and accurate list of each Patent that is an Acquired Asset and for each such Patent, the title, the Patent number,

publication or application number (as applicable), the filing date, and the country in which the relevant Patent has been issued or applied for.

- (f) Title. Except for the Patent License and as set forth in Schedule 5.1(d), the Sellers are the sole and exclusive legal and beneficial owner of all right, title and interest in and to the Acquired Assets, and no Seller has received any notice or claim challenging the Sellers' ownership of any of the Acquired Assets. The Acquired Assets are owned by the Sellers free and clear of any material liens or Encumbrances (except as set forth in Schedule 5.1(d)). No Seller has entered into any agreement that would obligate Purchaser to make any payment of royalties or fees to any Third Party in connection with the sale or licensing of such Acquired Assets. None of the Acquired Assets are subject to any legal proceeding challenging the Sellers' ownership of such Acquired Assets.
- (g) Proceedings. None of the Acquired Assets that have issued is currently involved in any reexamination, reissue, interference or opposition proceeding or any legal proceeding challenging the validity or enforceability of such Acquired Assets. Except as set forth on Schedule 5.1(g), none of the Acquired Assets that have issued has been found invalid or unenforceable in any administrative, arbitration, judicial or other legal proceeding, nor is any Seller aware of any facts or circumstances that would reasonably be expected to render any Acquired Asset invalid or unenforceable.
- (h) Fees and other Actions. Except for Acquired Assets that are expired, lapsed, abandoned or otherwise dedicated to the public in the ordinary course of business, the Sellers have paid all maintenance fees and annuities with respect to the Acquired Assets that are due and payable and having a deadline on or before the Closing Date. Except as set forth on Schedule 5.1(h), there are no prosecution events or actions that must be taken or fees that must be paid within ninety (90) days after the Closing Date to avoid abandonment of any of the Acquired Assets.
- (i) Prosecution. To Sellers' Knowledge, each Acquired Asset has been prosecuted in material compliance with the rules and processes of the United States Patent and Trademark Office (or the equivalent rules or processes of any other applicable patent authority anywhere in the world). To Sellers' Knowledge, (i) no Seller has engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement and (ii) to the extent "small entity" fees were paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate because the payor qualified to pay "small entity" fees at the time of such payment in accordance with applicable law.
- (j) Standards Bodies. To Sellers' knowledge, the Sellers have (i) listed on Schedule 5.1(j) ("**Standards**"): (A) any commitments to, offers made to, or agreements with ("**Commitments**") any standards body, patent pool, or similar formal or informal organization ("**Standards Body**") that the Sellers or their respective Affiliates have participated with, been affiliated with, or have been a member of applicable to any Acquired Asset, and the terms of such Commitments; and (B) the Acquired Assets applicable to such Commitments; and (ii) provided Purchaser with complete copies

of all documentation with respect to Sellers' Commitments, and all such copies and documentation are complete and accurate in all material respects.

- (k) Documents and Importation Information. The Patent Documents delivered by the Sellers to Purchaser hereunder represent all material records and files of the Sellers and their respective counsel and agents of which any Seller is aware of that are related to the Acquired Assets, with respect to the acquisition, prosecution, registration, reissuance, enforcement, defense, and maintenance of the Acquired Assets. The Importation Information delivered by the Sellers to Purchaser hereunder is true, accurate and complete.
- (l) No Brokers or Finders. There are no broker's or finder's fees to be paid by any Seller, and no Seller has knowledge of, and no Seller has taken any action which would give rise to, any claim for a broker's or finder's fee to be paid by Purchaser in connection with the consummation of the transactions provided for in this Agreement and the Ancillary Agreements.

5.2 Except for the representations and warranties expressly set forth in this Article 5 (as qualified or modified by the Schedules to this Agreement), any Ancillary Agreement or any certificate pursuant to Section 9.2(d), none of Sellers, any of its Affiliates nor any of their respective representatives or any other Person has made or is making (and each such Person hereby disclaims) any representation or warranty of any kind or nature whatsoever, oral or written, express or implied (including any implied warranty of merchantability or of fitness for a particular purpose), to Purchaser, any of their respective Affiliates or any of their respective representatives relating to Sellers, the Assigned Assets, the transactions contemplated hereby or the accuracy or completeness of any other information provided or made available by or on behalf of Seller, its Affiliates or any of their respective representatives in connection with the transactions contemplated hereby. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 5 (AS QUALIFIED BY THE SCHEDULES TO THIS AGREEMENT)), ANY ANCILLARY AGREEMENT OR ANY CERTIFICATE PURSUANT TO SECTION 9.2(D), THE ACQUIRED ASSETS ARE ASSIGNED, "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL CONDITIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to the Sellers as follows that, as of the Execution Date:

- 6.1 Corporate Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and with respect to good standing, in each jurisdiction in which the character of the properties and assets now

owned or held by it or the nature of the business now conducted by it requires it to be so licensed or qualified.

- 6.2 Authority. Purchaser has full corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which Purchaser is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each Ancillary Agreement by Purchaser and the performance by Purchaser of its obligations hereunder and thereunder have been duly authorized by all necessary corporate action and constitutes (in the case of this Agreement) and, subject to the entry of the Sale Order, will constitute (in the case of the Ancillary Agreements) the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity.
- 6.3 Non-contravention. Subject to the entry of the Sale Order, Purchaser's execution, delivery, and performance of its obligations under this Agreement will not conflict with or violate the corporate documents of Purchaser, any agreement with a Third Party to which Purchaser is party, or any laws to which Purchaser is subject.
- 6.4 Except for the representations and warranties expressly set forth in this Article 6 (as qualified or modified by the Schedules to this Agreement), any Ancillary Agreement or any certificate pursuant to Section 9.3(d), none of Purchaser, any of its Affiliates nor any of their respective representatives or any other Person has made or is making (and each such Person hereby disclaims) any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, to the Sellers, any of their respective Affiliates or any of their respective representatives relating to Purchaser or the transactions contemplated hereby or the accuracy or completeness of any other information provided or made available by or on behalf of Purchaser, its Affiliates or any of their respective representatives in connection with the transactions contemplated hereby. .

7. BANKRUPTCY COURT MATTERS

- 7.1 Bankruptcy Actions. The Sellers shall use their commercially reasonable efforts to obtain the entry of the Sale Order on the Bankruptcy Court's docket. Purchaser covenants and agrees that it shall cooperate with the Sellers in obtaining entry of the Sale Order, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of satisfying the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.
- 7.2 Backup Bid. If an auction for some or all of the Sellers' assets is conducted in the Bankruptcy Cases in accordance with the Bidding Procedures (an "*Auction*"), and Purchaser is not selected as the Successful Bidder at the conclusion of such Auction for any portion of the Acquired Assets but is selected as the next highest bidder at the Auction for the Acquired Assets, Purchaser agrees serve as the Backup Bidder (as defined in the Bidding Procedures) with respect to the Acquired Assets and to keep Purchaser's bid to

consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be revised with the consent of Purchaser in connection with the Auction) open and irrevocable as the Backup Bid (as defined in the Bidding procedures) until the later of (i) thirty (30) days following the hearing to consider the entry of an order approving the sale of the Sellers' assets to the Successful Bidder and the approval of this Agreement as the Backup Bid and (ii) such other date as this Agreement is otherwise terminated (including but limited to pursuant to Section 10.1(b)(ii)). If the Successful Bidder fails to consummate its transaction as approved by the Bankruptcy Court as a result of a breach or failure to perform on the part of such Successful Bidder, Purchaser, as the Backup Bidder, will be deemed to have the new prevailing bid, and Sellers may consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be revised with the consent of Purchaser in connection with the Auction).

- 7.3 Sale Order. The Sellers shall use commercially reasonable efforts to obtain entry of the Sale Order approving the transactions contemplated by this Agreement and such Sale Order shall be in form and substance reasonably satisfactory to Purchaser granting, among other things, that (a) such sale shall be, to the fullest extent permitted by the Bankruptcy Code, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, free and clear of all Liabilities and Encumbrances; (b) Purchaser is deemed to have purchased the Acquired Assets in good faith pursuant to section 363(m) of the Bankruptcy Code; (c) the Sellers are authorized and directed to execute, upon request by Purchaser, one or more assignments in form, substance, and number reasonably acceptable to Purchaser, evidencing the conveyance of the Acquired Assets to Purchaser; and (d) each license set forth on Schedule 5.1(d) will be rejected upon the Closing.

8. COVENANTS

- 8.1 Interim Operations. From the date of this Agreement through the earlier of termination of this Agreement or the Closing Date, subject to any limitations imposed on the Sellers as a result of their status as debtors-in-possession in the Bankruptcy Cases, the Sellers shall use commercially reasonable efforts to maintain, preserve and protect the Acquired Assets in the condition in which they exist on the date of this Agreement.
- 8.2 Efforts and Actions to Cause Closing to Occur. From the date of this Agreement through the earlier of termination of this Agreement or the Closing Date, upon the terms and subject to the conditions of this Agreement, the Sellers and Purchaser shall use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable (subject to any Applicable Laws) to cause the Closing Date to occur and consummate the Closing and the other Transactions as promptly as practicable including, the preparation and filing of all forms, registrations and notices required to be filed to cause the Closing Date to occur and consummate the Closing and the other Transactions as contemplated in this Agreement, and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions or waivers by any Third Party or Governmental Entity. Notwithstanding anything herein to the contrary:

- (a) none of Purchaser or its Affiliates or equity holders shall be required to agree to: (i)

sell, divest or dispose of, any assets, products, businesses or interests; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, products, businesses or interests; (iii) any modification or waiver of the terms and conditions of this Agreement; or (iv) take any other action that limits the freedom of action with respect to any assets, products, businesses or interests of Purchaser or its Affiliates or equity holders; and

- (b) Purchaser shall not be required to, or required to agree to: (i) any material conditions relating to, or changes or restrictions in, the operations of any of Purchaser's assets, products, businesses or interests; (ii) any material modification or waiver of the terms and conditions of this Agreement; or (iii) take any other action that materially limits the freedom of action with respect to any assets, products, businesses or interests of Purchaser.

8.3 Notification of Certain Matters. The Sellers shall give written notice to Purchaser promptly after becoming aware of (i) the occurrence of any event, which would be likely to cause any condition set forth in Article 9 to be unsatisfied at any time from the date of this Agreement to the Closing Date or (ii) any notice or other communication from (x) any Person alleging that the consent of such Person is or may be required in connection with any of the Transactions or (y) any Governmental Entity in connection with any of the Transactions; provided, however, that the delivery of any notice pursuant to this Section 8.3 shall not limit or otherwise affect the remedies available hereunder to Purchaser.

8.4 Further Assurances. If at any time after the Closing Date, Purchaser or the Sellers are advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser, its right, title or interest in, to or under any or all of the Acquired Assets or otherwise to carry out this Agreement, Purchaser or the Sellers shall, at Purchaser's sole expense, execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances and take and do all such other actions and things as may be requested by the other party in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser or otherwise to carry out this Agreement; provided that nothing in this Section 8.4 shall expand the representations and warranties or covenants of the Sellers or any rights or remedies of Purchaser set forth in this Agreement.

9. CONDITIONS

9.1 Conditions Precedent to Performance by Sellers and Purchaser. The respective obligations of the Sellers and Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by the Sellers and Purchaser, if permissible under applicable law), on or prior to the Closing Date, of the following conditions:

- (a) Bankruptcy Matters.

- (i) The Bankruptcy Court shall have entered the Sale Order in form and substance reasonably acceptable to Purchaser and the Sellers. The Sale Order shall declare Purchaser as the Successful Bidder and the Sale Order shall have become a Final Order.
 - (ii) The Bankruptcy Court shall not have entered an order (x) appointing a trustee or an examiner with expanded powers in the Sellers' or any of their affiliates' Bankruptcy Cases, or (y) dismissing the Sellers' or any of their affiliates' Bankruptcy Cases or converting the Sellers' or any of their affiliates' Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code.
- (b) No Order. No Order or Applicable Law shall be in effect that would (i) prevent, restrain, enjoin, prohibit or limit the consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation. No Action shall be pending before any Governmental Entity or before any arbitral body wherein an unfavorable injunction, judgment, order, decree, ruling, directive or charge would (x) prevent consummation of any of the transactions contemplated by this Agreement or (y) cause any of the transactions contemplated by this Agreement to be rescinded following consummation.

9.2 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Closing shall be subject to the satisfaction (or waiver by Purchaser, if permissible under applicable law) on or prior to the Closing Date, of the following conditions:

- (a) Material Adverse Effect. Since the Petition Date, there shall not have occurred and be continuing any Material Adverse Effect.
- (b) Sellers' Representations and Warranties. Each of the representations and warranties of the Sellers set forth in Article 5 shall be true and correct in all material respects on the Execution Date and as of the Closing Date as if again made at that time, provided that all "material", "materiality", "in all material respects" or "Material Adverse Effect" qualifications or exceptions in such representation or warranty shall be disregarded.
- (c) Sellers' Performance of Covenants. The Sellers shall have performed or complied with, in all material respects, the obligations and covenants of the Sellers to be performed or complied with by the Sellers prior to the Closing under this Agreement.
- (d) Certificate of Sellers' Officer. Purchaser shall have received from each Seller a certificate, dated the Closing Date, duly executed by an officer of such Seller, certifying to the effect that the conditions set forth in Sections 9.2(a)-9.2(c) have been satisfied.
- (e) Consents, Approvals and Permits.

- (i) All consents and approvals of any Person set forth in Schedule 9.2(e) shall have been obtained, except to the extent that the requirement for a particular consent or approval is rendered inapplicable by the Sale Order or other order of the Bankruptcy Court, if applicable. A copy of each such consent or approval referred to in this Section 9.2(e) shall have been provided to Purchaser at or prior to the Closing.
- (ii) All Permits included in the Acquired Assets that are necessary for the continued use the Acquired Assets following the Closing Date in a manner consistent in all material respects as the manner used by the Sellers during the six (6) month period prior to the commencement of the Bankruptcy Cases will be Transferred to Purchaser or have been obtained by Purchaser.
- (f) Sellers' Deliveries. The Sellers shall have delivered, and Purchaser shall have received, all the items set forth in Sections 4.2(a)(i)-4.2(a)(v).
- (g) Breach. No event shall have occurred or is occurring that would permit Purchaser to terminate this Agreement pursuant to Section 10.1.

The foregoing conditions in this Section 9.2 are for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, at any time and from time to time in its sole discretion. The failure by Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

9.3 Conditions to Obligations of Sellers. The obligations of the Sellers to consummate the Closing shall be subject to the satisfaction (or waiver by the Sellers, if permissible under applicable law) on or prior to the Closing Date, of the following conditions:

- (a) Representations and Warranties. All representations and warranties made by Purchaser in Article 6 of this Agreement shall be true and correct in all respects on and as of the Execution Date and as of the Closing as if again made by Purchaser as of such time except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent Purchaser from consummating the Transactions.
- (b) Performance of Obligations of Purchaser. Purchaser shall have performed or complied with, in all material respects, the obligations and covenants of Purchaser to be performed or complied with by Purchaser prior to the Closing under this Agreement.
- (c) Purchaser Deliveries. Purchaser shall have delivered, and Sellers shall have received, all of the items set forth in Section 4.2(b).
- (d) Certificate of Purchaser's Officer. Purchaser shall have delivered to the Sellers a duly executed certificate by an officer of Purchaser certifying to the effect that the conditions set forth in Sections 9.3(a) and 9.3(b) have been satisfied.

The foregoing conditions in this Section 9.3 are for the sole benefit of the Sellers and may be waived by the Sellers, in whole or in part, at any time and from time to time in its sole discretion. The failure by the Sellers at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

10. TERMINATION

10.1 Termination. This Agreement may be terminated or abandoned in its entirety at any time prior to the Closing as follows:

- (a) By the mutual written consent of Purchaser and the Sellers;
- (b) By either Purchaser, upon written notice given to the Sellers, or the Sellers, upon written notice given to Purchaser:
 - (i) if the Bankruptcy Court or any other Governmental Entity shall have issued an Order (which order, decree, ruling or other action the parties hereto shall use their reasonable best efforts to prevent the entry of and remove), which permanently restrains, enjoins or otherwise prohibits the consummation of the Transactions and such order, decree, ruling or other action shall have become a Final Order; provided, however, that the right to terminate this Agreement under this Section 10.1(b)(i) shall not be available to any party whose actions or failure to act under this Agreement shall have been the cause of, or shall have resulted in, such order, decree or ruling or other action of the Bankruptcy Court or Governmental Entity and such party's action or failure to act constitutes a breach of this Agreement;
 - (ii) if the Closing shall not have occurred on or prior to date that is one hundred eighty (180) days after the Execution Date or such other date as Purchaser and the Sellers mutually agree in writing;
 - (iii) if the Bankruptcy Court shall enter an order approving a bid from a Successful Bidder other than Purchaser for any sale (or sales) or other disposition of (A) all or substantially all of the Sellers' Assets that includes one or more of the Acquired Assets, (B) one or more Segments that includes one or more of the Acquired Assets or (C) a portion of the Assets that includes the Acquired Assets, in each case, to a Person other than Purchaser and such order does not approve the terms of this Agreement as a Backup Bid (as defined in the Bidding Procedures); or
 - (iv) on or after the date falling ninety (90) days after the hearing to consider the entry of an order approving the sale of the Sellers' assets to the Successful Bidder and the approval of this Agreement as the Backstop Bid.
- (c) By the Sellers upon written notice given to Purchaser, if Purchaser shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach

or failure to perform (i) would result in a failure of a condition set forth in Section 9.3 and (ii) cannot be cured within ten (10) Business Days after the Sellers provide written notice to Purchaser of such breach;

(d) By Purchaser upon written notice given to the Sellers:

- (i) if any Seller has breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 9.2 and (ii) cannot be cured within ten (10) Business Days after Purchaser provides written notice to the Sellers of such breach;
- (ii) if any Seller has breached or failed to perform its obligations set forth in Section 4.7; or
- (iii) if the Sale Order has been revoked, rescinded or modified in any material respect and the order revoking, rescinding or modifying such order(s) shall not be reversed or vacated within three (3) days after the entry thereof; provided that Purchaser shall have the right to designate any later date for this purpose in its sole discretion.

(e) Automatically upon the consummation of the transfer of any portion of the Acquired Assets to any person other than Purchaser (including, pursuant to a transaction with a Successful Bidder).

10.2 Effect of Termination. If this Agreement is terminated by either party in accordance with and pursuant to Section 10.1, then all rights and obligations of the parties under this Agreement shall terminate; provided, however, that nothing herein shall relieve any party from liability for any breach of this Agreement prior to termination of this Agreement.

11. DISPUTE RESOLUTION

11.1 Negotiation of Disputes. In the event of a dispute arising under this Agreement that the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over, the parties will enter into good faith negotiations aimed at resolving the dispute. If the parties are unable to resolve any such dispute referred to in the preceding sentence in a mutually satisfactory manner within an additional sixty (60) days from the date of the senior level meeting (i.e. a meeting involving manager level personnel of Purchaser's IP department with appropriate decision making authority), the matter may be submitted to arbitration by either Party as provided for in Section 11.2. A dispute concerning the validity, scope or infringement of a Patent or a Patent claim shall not be subject to the arbitration procedures under this Article 11.

11.2 Arbitration of Disputes. If a dispute arising under this Agreement that the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over has not been resolved by the non-binding procedures set forth in Section 11.1 within the time periods provided, either Party may submit the dispute to arbitration administered by the American

Arbitration Association (“*AAA*”) under its then-current ICDR International Arbitration Rules (“*AAA International Rules*”) and as set forth in this Section 11.2. Any such arbitration proceeding referred to in the preceding sentence shall take place in Washington, D.C., in English, before a panel of three (3) arbitrators (the “*Arbitration Panel*”), all of whom shall be admitted to practice law in at least one jurisdiction in the United States, and at least two of whom shall have substantial experience in the field of intellectual property litigation or intellectual property licensing. The arbitration pursuant to this Section 11.2 shall be commenced and conducted as follows:

- (a) The parties shall request that the arbitrators conduct the arbitration proceeding in an expedited fashion in order to complete the proceeding and render a written decision within six (6) months of the date upon which the Arbitration Panel was formed under the AAA International Rules. The parties shall use their best efforts to cooperate with the arbitrators to complete the proceeding and render a decision within such six (6) month period, unless extended for good cause. Permitted discovery under Section 11.2(e) and times set in any scheduling order shall be limited to achieve a decision within the six (6) month period.
- (b) The Arbitration Panel shall not under any circumstance consolidate, join or otherwise combine the arbitration proceeding with any other proceeding or Third Party.
- (c) The arbitration proceedings shall be governed by this Agreement, by the AAA International Rules, by the procedural arbitration law of the site of the arbitration, and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Arbitration Panel shall determine the matters at issue in the dispute in accordance with the substantive law of the State of Delaware without regard to conflict of laws principles. The Arbitration Panel shall decide the issues submitted as arbitrators at law only and shall base its award, and any interim awards, upon the terms of this Agreement and the laws of the State of Delaware. The Arbitration Panel has no power to reform this Agreement.
- (d) The Arbitration Panel shall take into account applicable principles of legal privilege and related protections, including the confidentiality of attorney-client communications and attorney-work product. No Party or witness shall be required to waive any privilege recognized at law. The arbitration proceedings shall be conducted in a confidential manner so as to preserve privacy. The Arbitration Panel shall issue orders as reasonably necessary to protect the confidentiality of proprietary information, trade secrets, and other sensitive information disclosed.
- (e) The Arbitration Panel shall have the exclusive authority to permit limited relevant confidential discovery to the extent required by a Party in order to establish its case. The Arbitration Panel shall decide any dispute regarding such requests for discovery or the adequacy of a discovery response by any Party.
- (f) The award of the Arbitration Panel shall be final and binding and a Party may seek enforcement of the award in any court of competent jurisdiction. The award of the Arbitration Panel shall clearly set forth the specific dollar amount(s), if any, payable

by either Party under the award. Any monetary award shall be payable in U.S. dollars, free of any tax, offset or other deduction. The award and any determination of the arbitration shall be binding solely on the Parties.

- (g) Nothing contained in this Article 11 shall preclude either Party from seeking preliminary injunctive relief (e.g., in the event of a threatened breach or breach of Section 12.6 herein) pending resolution of the dispute in issue. Each Party agrees and acknowledges that money damages may not be an adequate remedy for breaches of this Agreement and that, accordingly either Party shall be entitled to obtain immediate injunctive relief, including without limitation specific performance, with respect to any actual or threatened violation of this Agreement by the other Party, without any requirement to allege or prove actual harm or the inadequacy of any remedy at law, and without being required to post a bond or other security; for avoidance of doubt, either Party agrees that it shall not assert, and hereby irrevocably waives the right to assert, that the other Party must allege or allege or prove actual harm or the inadequacy of any remedy at law or post a bond or other security in connection with seeking injunctive relief.

12. MISCELLANEOUS

12.1 [Reserved].

12.2 Survival of Covenants, Representations and Warranties. Without limiting any of the rights of Purchaser under any buyer-side representation and warranties insurance policy, the representations and warranties set forth in Article 5 and Article 6 shall not survive the Closing Date. To the extent the covenants and agreements in this Agreement (a) only require performance prior to the Closing, such covenants and agreements shall not survive the Closing for any purpose and (b) require performance after the Closing, such covenants and agreements shall survive the Closing in accordance with their respective terms only to the extent and for such period as shall be required to complete the performance required hereby.

12.3 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties will be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.

12.4 Expenses. Except as otherwise provided in this Agreement, each Party will pay all fees and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby.

12.5 Assignment. Subject to Section 4.7, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned or transferred, whether by operation of law or otherwise; provided, however, this Agreement may be transferred by Purchaser (a) in connection with the sale of all or substantially all of the business or assets of Purchaser; provided, that such transferee agrees in writing to continue to be bound by all of Purchaser's

obligations hereunder and (b) at any time after the Closing to an affiliate of Purchaser. Any attempted assignment in violation of this Section 12.5 shall be void.

12.6 Confidentiality of Terms, Publicity, Trademarks, etc. The Parties shall maintain as strictly confidential this Agreement and any proprietary information disclosed under, or as a result of or during the negotiation of, this Agreement, and shall only use such information for the purpose of performing under and/or enforcing this Agreement. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity or other promotional activities, any name, trade name, trademark or trade dress or other designation of Purchaser or of the Sellers (including any contraction, abbreviation or simulation of any of the foregoing). Each Party and its Affiliates may disclose or use this Agreement or any such proprietary information only as follows:

- (a) to the extent required by law;
- (b) to the extent disclosure is required by the Bankruptcy Code or the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided that the party intending to make such disclosure shall use its reasonable best efforts consistent with the Bankruptcy Code or Bankruptcy Court requirement to consult with the other party with respect to the text thereof;
- (c) to the extent such information is public information, except as a result of the breach of this Section 12.6;
- (d) as is required by a court or an arbitral order which has been precipitated by a Third Party request; provided, that the entity making such disclosure or use shall seek appropriate confidentiality protections (e.g., having such disclosures covered by a protective order or other comparable protections) prior to making such disclosure or use;
- (e) to satisfy SEC, NASDAQ or other statutory, regulatory, taxation, or administrative requirements, including disclosure on Form 8-K, 10-Q, or 10-K and filing of this Agreement in redacted form to meet applicable stock exchange or regulatory body requirements, which information shall be subject to advance review and comment by the other Party and which comment shall not be unreasonably withheld or delayed;
- (f) in an arbitration pursuant to Article 11 or in a legal proceeding between the Parties or their Affiliates;
- (g) as reasonably necessary to prosecute, enforce, record or otherwise perfect Purchaser's or any of its Affiliates' interests in the Acquired Assets;
- (h) in confidence, to its Affiliates; or
- (i) in confidence, to its accountants, bankers or attorneys.

12.7 Governing Law; Exclusive Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF

NEW YORK AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE. All actions and proceedings arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the parties to this Agreement hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (a) agrees that Article 11 shall govern the form and venue for disputes arising under this Agreement and (b) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail (e.g., U.S. Mail)), postage prepaid, return receipt requested, to such party at its address as provided in Section 12.8 (provided that nothing herein shall affect the right to effect service of process in any other matter directed by applicable law). The Parties hereby waive any objection as to the sufficiency of the method of service, if service is made as set forth herein.

- 12.8 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by overnight or 2-day delivery service addressed to the address set forth below (as such address may be changed by subsequent notice provided in accordance with this Section). Copies of all such communications shall be provided by electronic transmission (e.g., email or facsimile). All such notices shall be deemed delivered at the time of delivery, including without limitation electronic transmission, or upon the failure of the 2nd delivery attempted in accordance with this Section.

If to the Sellers

Edgio, Inc.
11811 N. Tatum Blvd., Suite 3031
Phoenix, Arizona 85028

Email: rdiegnan@edg.io
Attn: Richard Diegnan, Chief Legal Officer

with a copy to:

Milbank LLP
55 Hudson Yards
New York, New York 10001

Email: RDMiller@milbank.com
tlomazow@milbank.com
jtanderson@milbank.com
Attn: Rod Miller
Tyson Lomazow

If to Purchaser

DRNC Holdings, Inc.
200 Bellevue Parkway, Suite 300
Wilmington, DE 19809

Email: notices@interdigital.com
Attn: Chief Legal Officer

with a copy to:

Dechert LLP
Three Bryant Park
1095 Avenue of the Americas
New York, New York 10036-6797

Fax: +1.212.698.3599
Email: allan.brilliant@dechert.com
eric.seigel@dechert.com
Attn: Allan Brilliant
Eric Siegel

Jason Anderson

- 12.9 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto. No other Person shall be entitled to rely on this Agreement or to anticipate the benefits of this Agreement or otherwise assert or be entitled to any rights or licenses as a Third Party beneficiary hereof.
- 12.10 Construction. Each Party to this Agreement acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. Headings used herein are for convenience only and shall not in any way affect the construction of or be taken into consideration in interpreting this Agreement. As used in this Agreement, the words “shall” and “will” are mandatory, the word “may” is permissive, the word “or” is not exclusive. The words “include” and “including” and variations thereof will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.” This Agreement is prepared and executed and shall be interpreted in the English language only, and no translation of the Agreement into another language shall have any effect.
- 12.11 Severability. The provisions of this Agreement shall be severable, and if any of them are held invalid or unenforceable, then that provision shall be construed to the maximum extent permitted by law. The invalidity or unenforceability of one provision shall not necessarily affect any other.
- 12.12 Waiver. The failure of any Party to insist upon the performance of any of the terms or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term or condition.
- 12.13 Entire Agreement. This Agreement contains the complete and final agreement between the Parties, and supersedes all previous understandings, relating to the subject matter hereof whether oral or written. This Agreement may only be modified by a written agreement signed by duly authorized representatives of the parties.
- 12.14 Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Each Party will execute and deliver to the other Party a copy of this Agreement bearing its original signature. The Parties acknowledge that Transmitted Copies of this Agreement will be deemed original documents.

[Signature Pages Follow]

In witness whereof, the Parties have caused this Patent Purchase Agreement to be executed as of the Execution Date by their respective duly authorized representatives.

PURCHASER:

DRNC HOLDINGS, INC.

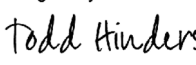
By: 

Name: *Julia Mattis*

Title: *General Counsel + Secretary*

SELLER:

EDGIO, INC.

Signed by:
By: 
187D668B72C8406...

Name: Todd Hinders

Title: Chief Executive Officer

EDGECAST INC.

EDGIO INTERNATIONAL, INC.

LIMELIGHT ACQUISITIONCO, INC.

LIMELIGHT MIDCO, INC.

LIMELIGHT NETWORKS VPS, INC.

MOJO MERGER SUB, LLC

Signed by:
By: 
A9A7D1676C534B4...

Name: Richard Diegnan

Title: Authorized Officer

EXHIBIT A

See Annex I, which is attached hereto and incorporated herein by reference.

EXHIBIT B

PATENT ASSIGNMENT

This PATENT ASSIGNMENT, effective as of _____, 20__, is made by and between _____, a _____ corporation having a place of business at _____ (hereinafter “*Assignor*”), and _____, a _____ corporation having a place of business at _____ (hereinafter “*Assignee*”).

WHEREAS:

Assignor is the sole owner of the patents and patent applications listed in the attached Exhibit A (hereinafter “*Patents*”); and

Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor has sold, assigned and transferred, and does hereby sell, assign and transfer to Assignee the entire right, title and interest in and to any and all of the following:

- (i) the Patents, including any and all inventions, invention disclosures, improvements and discoveries disclosed or claimed therein (hereinafter “*Inventions*”), for the United States, its possessions and territories and all foreign countries, regions and territories;
- (ii) the rights of priority created by the Patents under any treaty relating thereto, including the rights to apply for patents and patent applications covering the Inventions in any and all countries, regions and territories;
- (iii) any and all patents and patent applications, certificates of invention, utility models and any other grants by any governmental entity for the protection of inventions resulting from the Patents, in any and all countries, regions and territories, including any and all patents and patent applications disclosing the Inventions and any patents issuing from such applications, including provisionals, non-provisionals, divisionals, continuations, continuations-in-part, reissues, extensions, renewals, substitutions and re-examinations of the Patents; and
- (iv) all past, present and future causes of action and enforcement rights, whether currently pending, filed or otherwise, in connection with the Patents, the patents and patent applications resulting from the Patents and the Inventions, including without limitation, all rights to sue for any past, present or future infringement thereof, including the rights to license and to collect and receive any damages, royalties, injunctive relief, and/or any other settlements or remedies for such infringements, and including any provisional rights having arisen from any publication of any of the Patents or any patent application resulting therefrom,

the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this Assignment and sale had not been made.

AND, this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee, by and through their respective authorized representative, have executed this instrument on the date indicated below.

SIGNED for and on behalf of _____

By

(Signature)

(Date)

(Print Name)

(Print Title)

SIGNED for and on behalf of _____

By

(Signature)

(Date)

(Print Name)

(Print Title)

EXHIBIT C

PATENT LICENSE AGREEMENT

See attached.

[Patent License Agreement Redacted In Its Entirety for Filing]

SCHEDULE 5.1(d)

1. Settlement and Patent License Agreement dated April 9, 2018 by and between Akamai Technologies, Inc. and Limelight Networks, Inc.
2. Patent Cross-License Agreement dated June 15, 2022 between Yahoo, Inc. and Edgecast, Inc.
3. Pursuant to the Transition Services Agreement, dated as of December 13, 2024 (the “*TSA*”), by and between Akamai Technologies, Inc. (“*Akamai*”) and Edgio, Edgio is required to provide content-delivery network services to Akamai for the purposes of (i) migrating customers of Edgio’s content delivery network and apps/security businesses to Akamai’s own content delivery network and (ii) servicing such customers on Edgio’s own content delivery network until such migration is completed (the “*Services*”). The Services will be provided no longer than January 30, 2025 (the “*Service Period*”). The provision of such Services require the use of one or more of the Acquired Assets, which Acquired Assets are also subject to the Patent License with Akamai. Purchaser acknowledges the use by Edgio of such Acquired Assets for the purposes of providing the Services during the Service Period.

SCHEDULE 5.1(g)

None.

SCHEDULE 5.1(h)

See Annex II, which is attached hereto and incorporated herein by reference.

SCHEDULE 5.1(i)

None.

SCHEDULE 9.2(e)

None.

Annex I

<u>Country Cod</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Publication/Grant Number</u>
US	US10386766	3/12/2003	US7310729B2
AU	AU2004262384	7/28/2004	AU2004262384B2
AU	AU2004271645	9/7/2004	AU2004271645A1
AU	AU2004281059	10/4/2004	AU2004281059A1
BR	BR200412992	7/28/2004	BR200412992A
BR	BR200414079	9/7/2004	BR200414079A
BR	BR200414840	10/4/2004	BR200414840A
CA	CA2533920	7/28/2004	CA2533920A1
CA	CA2537220	9/7/2004	CA2537220A1
CA	CA2541158	10/4/2004	CA2541158A1
CN	CN200480027898	7/28/2004	CN1860475A
CN	CN200480031997	9/7/2004	CN101198944A
CN	CN200480028632	10/4/2004	CN1871589A
EP	EP2004779590	7/28/2004	EP1702277A1
EP	EP2004788618	9/7/2004	EP1668467A2
EP	EP2004785370	10/4/2004	EP1671234A2
IN	IN2006DN698	2/10/2006	IN200600698P1
IN	IN2006DN1847	4/4/2006	IN200601847P1
IN	IN2006DN1849	4/4/2006	IN200601849P1
JP	JP2006522083	7/28/2004	JP2007525738A
JP	JP2006525529	9/7/2004	JP2007527147A
JP	JP2006534235	10/4/2004	JP2007508621A
RU	RU2006106227	7/28/2004	RU2006106227A
RU	RU2006110938	9/7/2004	RU2006110938A
RU	RU2006114830	10/4/2004	RU2345403C2
SG	SG2006578	7/28/2004	SG124444A1
SG	SG20085565	7/28/2004	SG144946A1
SG	SG20061258	9/7/2004	SG124445A1
SG	SG20086375	9/7/2004	SG145776A1
SG	SG20061940	10/4/2004	SG126146A1
SG	SG20086937	10/4/2004	SG146663A1
US	US60490810	7/28/2003	
US	US60500388	9/5/2003	
US	US60508626	10/3/2003	
US	US10901893	7/28/2004	US8122100B2
US	US10935897	9/7/2004	US7536725B2
US	US10958978	10/4/2004	US8209401B2
US	US61080597	7/14/2008	
US	US61080608	7/14/2008	
US	US12421533	4/9/2009	US7891014B2
US	US12502804	7/14/2009	US20100011090A1
US	US12502864	7/14/2009	US20100011093A1
US	US13004762	1/11/2011	US8336110B2

US	US13489069	6/5/2012	US20120266075A1
US	US13671451	11/7/2012	US8805966B2
WO	WO2004US24576	7/28/2004	WO2005013158A1
WO	WO2004US29182	9/7/2004	WO2005024599A2
WO	WO2004US32673	10/4/2004	WO2005036344A2
US	US60490809	7/28/2003	
US	US10901907	7/28/2004	US7779035B2
US	US12726835	3/18/2010	US8024358B2
WO	WO2004US24579	7/28/2004	WO2005013141A1
CA	CA2601307	3/15/2006	CA2601307A1
CN	CN200680008403	3/15/2006	CN101513005A
EP	EP2006738320	3/15/2006	EP1859403A2
JP	JP2008501987	3/15/2006	JP2008537812A
US	US60662807	3/15/2005	
US	US11375931	3/15/2006	US8060443B2
US	US13253873	10/5/2011	US8494965B2
US	US13940702	7/12/2013	US20130305381A1
WO	WO2006US9246	3/15/2006	WO2006099458A2
AU	AU2010201379	4/7/2010	AU2010201379B2
BR	BR11201225569	4/7/2011	BR112012025569A2
CN	CN201180028316	4/7/2011	CN102948125A
EP	EP2011766718	4/7/2011	EP2556486A2
US	US60673128	4/20/2005	
US	US11406675	4/18/2006	US8291095B2
US	US61238100	8/28/2009	
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US	US13245601	9/26/2011	US8244874B1
US	US13245786	9/26/2011	US8738734B2
US	US13325352	12/14/2011	US20130080623A1
US	US13441812	4/6/2012	US8745239B2
US	US13486716	6/1/2012	US8644674B2
US	US13572505	8/10/2012	US8539079B2
US	US13759886	2/5/2013	US9183576B2
US	US13950213	7/24/2013	US8972493B2
US	US14171496	2/3/2014	US20140245347A1
US	US14614347	2/4/2015	US20150149600A1
WO	WO2011US31552	4/7/2011	WO2011127263A2
WO	WO2012US57148	9/25/2012	WO2013049079A2
AU	AU2009201833	3/26/2009	AU2009201833B1
BR	BR200614251	8/1/2006	BRPI0614251A2
CN	CN200680033914	8/1/2006	CN101263460A
CN	CN200680033983	8/1/2006	CN101263691B

CN	CN200880114780	11/5/2008	CN101861584B
EP	EP2006789278	8/1/2006	EP1911210B1
EP	EP2006789689	8/1/2006	EP1913476A2
EP	EP2008847215	11/5/2008	EP2210188A1
EP	EP2009170758	9/18/2009	EP2169914B1
JP	JP2008525177	8/1/2006	JP2009504101A
JP	JP2008525287	8/1/2006	JP2009504105A
SG	SG2008906	8/1/2006	SG139495A1
SG	SG2008907	8/1/2006	SG139853A1
US	US11195247	8/1/2005	US7706280B2
US	US60761582	1/23/2006	
US	US11461173	7/31/2006	US7961625B2
US	US60985590	11/5/2007	
US	US61098521	9/19/2008	
US	US12265647	11/5/2008	US8090860B2
US	US12268350	11/10/2008	US7720933B2
US	US12563660	9/21/2009	US8250232B2
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US	US12625436	11/24/2009	US7715324B1
US	US13102941	5/6/2011	US8422376B2
US	US13214124	8/19/2011	US8396980B2
US	US13424247	3/19/2012	US8271677B2
US	US13564486	8/1/2012	US8402160B2
US	US13595904	8/27/2012	US8750155B2
US	US13750744	1/25/2013	US8775661B2
US	US13780573	2/28/2013	US20130212164A1
US	US13848868	3/22/2013	US9094320B2
US	US14300076	6/9/2014	US9100463B2
US	US14754453	6/29/2015	US20160156741A1
WO	WO2006US30222	8/1/2006	WO2007016654A2
WO	WO2006US31311	8/1/2006	WO2007016708A2
WO	WO2008US82494	11/5/2008	WO2009061829A1
WO	WO2009US38361	3/26/2009	WO2010110794A1
BR	BR200614603	8/1/2006	BRPI0614603A2
CN	CN200680033904	8/1/2006	CN101627378A
EP	EP2006801099	8/1/2006	EP1913466A2
JP	JP2008525286	8/1/2006	JP2009509213A
SG	SG2008908	8/1/2006	SG139854A1
US	US11195143	8/1/2005	US8214450B2
US	US13494620	6/12/2012	US8533289B2
US	US13944406	7/17/2013	US9218621B2
WO	WO2006US31144	8/1/2006	WO2007016707A2
BR	BR200618823	10/24/2006	BRPI0618823A2
CN	CN200680048437	10/24/2006	CN101501669A

EP	EP2006826759	10/24/2006	EP1969479A2
EP	EP2007843690	10/2/2007	EP2078258A2
SG	SG20083806	10/24/2006	SG142786A1
US	US11284493	11/21/2005	US20070118667A1
US	US11530790	9/11/2006	US7707314B2
US	US11539106	10/5/2006	US7730187B2
US	US12645041	12/22/2009	US8024468B2
US	US12/726840	3/18/2010	US8195837B2
US	US13209182	8/12/2011	US8117319B2
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US	US13397609	2/15/2012	US8291117B1
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US	US13848863	3/22/2013	US8769118B2
US	US14171140	2/3/2014	US9515980B2
WO	WO2006US41823	10/24/2006	WO2007061567A2
WO	WO2007US80218	10/2/2007	WO2008042911A2
BR	BR20098955	3/19/2009	BRPI0908955A2
BR	BR20098956	3/19/2009	BRPI0908956A2
CN	CN200980118218	3/19/2009	CN102119383A
CN	CN200980118240	3/19/2009	CN102119385B
EP	EP2009721408	3/19/2009	EP2255299A2
EP	EP2009723190	3/19/2009	EP2269150A1
US	US60846484	9/22/2006	
US	US11903279	9/21/2007	US8966389B2
US	US12077590	3/19/2008	US8204891B2
US	US12077591	3/19/2008	US7917492B2
US	US13048268	3/15/2011	US20110282879A1
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US	US13245855	9/26/2011	US20130060784A1
US	US13312373	12/6/2011	US8213767B1
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AU	AU2010202034	4/7/2010	AU2010202034B1
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BR	BR11201316626	12/27/2010	BR112013016626A2
BR	BR11201319623	2/1/2011	BR112013019623A2
CN	CN200980136159	9/21/2009	CN102203758A
CN	CN200980143897	10/5/2009	CN102217225B
CN	CN201080054414	10/1/2010	CN102640135A
CN	CN201080071209	12/27/2010	CN103370919A
CN	CN201180069521	2/1/2011	CN103477335A
EP	EP2009815348	9/21/2009	EP2329395A2
EP	EP2009818618	10/5/2009	EP2342862A2
EP	EP2010821354	10/1/2010	EP2483793A1
EP	EP2010861229	12/27/2010	EP2659388A1
EP	EP2011857556	2/1/2011	EP2671165A1
US	US61098530	9/19/2008	
US	US61102809	10/3/2008	
US	US61163412	3/25/2009	
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WO	WO2009US59565	10/5/2009	WO2010040133A2
WO	WO2010US51171	10/1/2010	WO2011041709A1
WO	WO2010US62142	12/27/2010	WO2012091693A1
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US	US13482622	5/29/2012	US9058402B2
US	US13482638	5/29/2012	US8495171B1
US	US13565527	8/2/2012	US20120297291A1
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WO	WO2013US42916	5/28/2013	WO2013181164A1
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BR	BR1120127538	10/1/2010	BR112012007538A2
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CN	CN201080054413	10/1/2010	CN102640467A

EP	EP2010821363	10/1/2010	EP2484064A2
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WO	WO2010US51195	10/1/2010	WO2011041726A2
US	US61279596	10/23/2009	
US	US12911687	10/25/2010	US8438312B2
US	US12911689	10/25/2010	US11102325B2
US	US13857093	4/4/2013	US9232021B2
US	US17409529	8/23/2021	US11677857B2
US	US18118348	3/7/2023	US20230208939A1
WO	WO2010US53990	10/25/2010	WO2011050368A1
AU	AU2011200629	2/15/2011	AU2011200629B1
BR	BR11201316579	12/27/2010	BR112013016579A2
CN	CN201080071206	12/27/2010	CN103370905A
EP	EP2010861269	12/27/2010	EP2659621A1
US	US13344497	1/5/2012	US8621042B2
US	US14047824	10/7/2013	US20140108674A1
WO	WO2010US62156	12/27/2010	WO2012091694A1
US	US11904327	9/25/2007	US8024472B1
US	US13215373	8/23/2011	US8321563B2
US	US13662237	10/26/2012	US8671193B2
US	US14140122	12/24/2013	US20140258378A1
BR	BR11201225582	4/7/2010	BR112012025582A2
CN	CN201080067009	4/7/2010	CN103109511A
EP	EP2010849586	4/7/2010	EP2556481A1
WO	WO2010US30282	4/7/2010	WO2011126481A1
US	US61524294	8/16/2011	
US	US13217924	8/25/2011	US8510807B1
US	US13222598	8/31/2011	US8583769B1
US	US13222619	8/31/2011	US8868701B1
US	US13223001	8/31/2011	US9420050B1
US	US13226261	9/6/2011	US9438444B1
US	US13226273	9/6/2011	US8914814B1
US	US13234015	9/15/2011	US8683043B1
US	US13246762	9/27/2011	US8117276B1
US	US13248552	9/29/2011	US8166108B1
US	US13336592	12/23/2011	US8190702B1
US	US13401721	2/21/2012	US20130046664A1

US	US13427183	3/22/2012	US8244915B1
US	US13449183	4/17/2012	US8275851B1
US	US13541605	7/3/2012	US9747592B2
US	US13595176	8/27/2012	US8504642B2
US	US14058586	10/21/2013	US9009277B2
US	US14462477	8/18/2014	US10373219B2
US	US15682249	8/21/2017	US11157885B2
US	US12873585	9/1/2010	US8639748B2
US	US14163596	1/24/2014	US9172632B2
US	US12873598	9/1/2010	US8745128B2
US	US14291311	5/30/2014	US10015243B2
US	US12887487	9/21/2010	US8977766B2
US	US12898688	10/5/2010	US8719381B2
AU	AU2011205061	6/3/2011	AU2011205061B1
US	US13341739	12/30/2011	US8533754B2
US	US13912400	6/7/2013	US20130276021A1
WO	WO2011US39172	6/3/2011	WO2012166154A1
US	US12947749	11/16/2010	US8468222B2
US	US13895164	5/15/2013	US9037690B2
AU	AU2011201674	4/14/2011	AU2011201674B1
US	US13340369	12/29/2011	US8745484B2
US	US13413260	3/6/2012	US8266246B1
US	US13595841	8/27/2012	US20130238757A1
US	US13047736	3/14/2011	US8688817B2
US	US14099272	12/6/2013	US9654601B2
US	US14201238	3/7/2014	US9253289B2
US	US15583877	5/1/2017	US10440156B2
US	US13563099	7/31/2012	US8327002B1
US	US13680584	11/19/2012	US8856357B2
WO	WO2013US53032	7/31/2013	WO2014022564A1
US	US13571318	8/9/2012	US8612588B1
US	US13571320	8/9/2012	US8356074B1
US	US13741051	1/14/2013	US8984056B2
WO	WO2013US54086	8/8/2013	WO2014025972A2
US	US13347615	1/10/2012	US8370460B1
US	US13720859	12/19/2012	US8639780B2
US	US13861637	4/12/2013	US9519614B2
US	US15368055	12/2/2016	US9848057B2
US	US13693879	12/4/2012	US8447854B1
US	US13886070	5/2/2013	US9660888B2
US	US13654197	10/17/2012	US8495221B1
US	US13921893	6/19/2013	US9043437B2
US	US13648956	10/10/2012	US8521719B1
US	US13950983	7/25/2013	US8935285B2

US	US13651663	10/15/2012	US8527645B1
US	US13945446	7/18/2013	US20140109103A1
US	US61880682	9/20/2013	
US	US61912982	12/6/2013	
US	US14133478	12/18/2013	US8806558B1
US	US14144448	12/30/2013	US8775648B1
US	US14144473	12/30/2013	US8782285B1
US	US14145851	12/31/2013	US20150189018A1
US	US14291787	5/30/2014	US20140344398A1
US	US13412841	3/6/2012	US8635128B2
US	US14158438	1/17/2014	US9589282B2
US	US13412850	3/6/2012	US8862516B2
US	US13623051	9/19/2012	US8583763B1
US	US14058490	10/21/2013	US9332084B2
US	US61837166	6/19/2013	
US	US13939095	7/10/2013	US8601565B1
US	US14081269	11/15/2013	US9191363B2
US	US13682532	11/20/2012	US8612450B1
US	US13527397	6/19/2012	US8626910B1
US	US14147117	1/3/2014	US8959212B2
US	US14570025	12/15/2014	US9794152B2
US	US61794794	3/15/2013	
US	US13887187	5/3/2013	US8645494B1
US	US61880572	9/20/2013	
US	US14139501	12/23/2013	US20140280677A1
US	US13632983	10/1/2012	US8868834B2
US	US14337056	7/21/2014	US9015416B2
US	US13286486	11/1/2011	US8738766B1
US	US13286470	11/1/2011	US8745177B1
US	US14291969	5/30/2014	US9391856B2
US	US14030862	9/18/2013	US8745221B1
US	US14109340	12/17/2013	US8769047B1
US	US14145617	12/31/2013	US8775564B1
US	US14294604	6/3/2014	US20150172167A1
US	US13737145	1/9/2013	US9277005B2
US	US15014904	2/3/2016	US10116737B2
US	US13744834	1/18/2013	US8886769B2
US	US13766717	2/13/2013	US9128944B2
US	US14805371	7/21/2015	US10120871B2
US	US14066415	10/29/2013	US8819187B1
US	US14467814	8/25/2014	US9350821B2
US	US14999296	4/21/2016	US10116565B2
US	US16150209	10/2/2018	US10686705B2
US	US16872266	5/11/2020	US11374864B2

US	US13834241	3/15/2013	US9037643B2
US	US14638622	3/4/2015	US9424363B2
US	US15242989	8/22/2016	US9961152B2
US	US14134101	12/19/2013	US8892686B1
US	US13946777	7/19/2013	US9015348B2
US	US14691099	4/20/2015	US20150256646A1
US	US14251076	4/11/2014	US9591053B2
US	US14036746	9/25/2013	US9413842B2
US	US15137357	4/25/2016	US10367910B2
US	US14575285	12/18/2014	US9094464B1
US	US14575556	12/18/2014	US20160182668A1
US	US14575730	12/18/2014	US20160182670A1
US	US14170002	1/31/2014	US9276841B2
US	US14819787	8/6/2015	US9559964B2
US	US15001617	1/20/2016	US9723111B2
US	US14193836	2/28/2014	US9210154B2
US	US14950308	11/24/2015	US9699165B2
US	US14293368	6/2/2014	US10270876B2
US	US16385537	4/16/2019	US10609173B2
US	US14444901	7/28/2014	US9444718B2
US	US14486093	9/15/2014	US9756098B2
US	US15693696	9/1/2017	US10791157B2
US	US14499578	9/29/2014	US9729663B2
US	US14503597	10/1/2014	US9762658B2
US	US14561775	12/5/2014	US9794181B2
US	US15729489	10/10/2017	US10326703B2
US	US14566071	12/10/2014	US9571407B2
US	US14579372	12/22/2014	US9426125B2
US	US15242859	8/22/2016	US9660960B2
US	US14675884	4/1/2015	US9755945B2
US	US14679266	4/6/2015	US10033628B2
US	US14816868	8/3/2015	US9787579B2
US	US15066862	3/10/2016	US9736059B2
US	US15670190	8/7/2017	US10530679B2
US	US16039832	7/19/2018	US10491509B2
US	US14831772	8/20/2015	US9847992B2
US	US14831578	8/20/2015	US9906590B2
US	US15899653	2/20/2018	US10567493B2
US	US14860287	9/21/2015	US9755949B2
US	US15693788	9/1/2017	US10044602B2
US	US14876168	10/6/2015	US10116729B2
US	US16168095	10/23/2018	US10666709B2
US	US14971679	12/16/2015	US10069859B2
US	US14996930	1/15/2016	US10129358B2

US	US16184363	11/8/2018	US10911560B2
US	US15043929	2/15/2016	US10021131B2
US	US15065524	3/9/2016	US10133673B2
US	US15065586	3/9/2016	US10474965B2
US	US15271063	9/20/2016	US10726348B2
US	US16679523	11/11/2019	US11222272B2
US	US15097171	4/12/2016	US10929877B2
US	US15153890	5/13/2016	US10013362B2
US	US16019056	6/26/2018	US10621110B2
US	US15237112	8/15/2016	US10362134B2
US	US16511147	7/15/2019	US10827027B2
US	US15237969	8/16/2016	US10356175B2
US	US16505959	7/9/2019	US10999371B2
US	US15347373	11/9/2016	US10572909B2
US	US62434274	12/14/2016	
US	US15832921	12/6/2017	US10904307B2
US	US15392268	12/28/2016	US10389840B2
US	US16539904	8/13/2019	US10999395B2
US	US15413041	1/23/2017	US10284674B2
US	US16400145	5/1/2019	US10567540B2
US	US15483154	4/10/2017	US10601768B2
US	US15614067	6/5/2017	US10158891B1
US	US16215816	12/11/2018	US10757452B2
CN	CN201810869369	8/2/2018	CN109756586A
EP	EP2018192604	9/4/2018	EP3481011A1
TW	TW2018128284	8/14/2018	TW201919368A
US	US15800380	11/1/2017	US10567333B2
US	US16788958	2/12/2020	US11190481B2
US	US15814856	11/16/2017	US10747723B2
US	US16995456	8/17/2020	US11256663B2
US	US15882828	1/29/2018	US10715588B2
US	US16106251	8/21/2018	US10779028B2
US	US17013969	9/8/2020	US11240547B2
US	US16173978	10/29/2018	US10705978B2
US	US16211628	12/6/2018	US10645008B1
US	US16867160	5/5/2020	US11336579B2
US	US16200153	11/26/2018	US10963381B2
US	US17216281	3/29/2021	US11442857B2
US	US15908490	2/28/2018	US10880270B1
US	US17129170	12/21/2020	US11405359B2
US	US16677209	11/7/2019	US11354271B2
US	US17079981	10/26/2020	US11025710B1
US	US17329981	5/25/2021	US11451623B2
US	US63081809	9/22/2020	

US	US17481702	9/22/2021	US11783002B2
US	US17036252	9/29/2020	US11483249B2
US	US17152496	1/19/2021	US11558206B2
US	US17944739	9/14/2022	US20230179433A1
US	US63160653	3/12/2021	
US	US17693304	3/11/2022	US11916729B2
US	US63160656	3/12/2021	
US	US17693307	3/11/2022	US11652908B2
US	US18131045	4/5/2023	US20240089349A1
US	US63160660	3/12/2021	
US	US17693306	3/11/2022	US12069318B2
US	US18585205	2/23/2024	
US	US17386789	7/28/2021	US11722402B2
US	US17494156	10/5/2021	US20230105021A1
US	US17722658	4/18/2022	US20230334857A1
US	US63442314	1/31/2023	
US	US18428798	1/31/2024	US20240259370A1
US	US63465403	5/10/2023	
US	US18660718	5/10/2024	
US	US63546690	10/31/2023	
US	US18933179	10/31/2024	

Annex II

Country name	Type name	Patent / Design number	Current renewal date	Current annuity	Lapse Date	Proprietor	Client's reference	CPA case status	Annuit	Renewal Date During Budget	Currency	Total
U.S.A.	Large Entity Patent	8321563	27-May-24	3	27-Nov-24	EDGIO INC	67-NPC	Awaiting	3	27-May-24	USD	8350
U.S.A.	Large Entity Patent	8321533	27-May-24	3	27-Nov-24	EDGIO INC	131-NP	Awaiting	3	27-May-24	USD	8350
U.S.A.	Large Entity Patent	8327002	4-Jun-24	3	4-Dec-24	EDGIO INC	148-NP	Awaiting	3	4-Jun-24	USD	8350
U.S.A.	Large Entity Patent	9515980	6-Jun-24	2	6-Dec-24	EDGIO INC	99-NPC2	Awaiting	2	6-Jun-24	USD	4410
U.S.A.	Large Entity Patent	9519614	13-Jun-24	2	13-Dec-24	EDGIO INC	MULTI-LAYER MULTI-HIT CACHING FOR L	instruction	2	13-Jun-24	USD	4410
U.S.A.	Large Entity Patent	8336110	18-Jun-24	3	18-Dec-24	EDGIO INC	4-NPCIP2.1 (BULKGET NETWORK FIREWALL	Awaiting	3	18-Jun-24	USD	8350
U.S.A.	Large Entity Patent	10880270	29-Jun-24	1	29-Dec-24	EDGIO INC	FOR MITIGATING AGA	instruction	1	29-Jun-24	USD	2650
U.S.A.	Large Entity Patent	8346885	1-Jul-24	3	1-Jan-25	EDGIO INC	131-NPC	Awaiting	3	1-Jul-24	USD	8350
U.S.A.	Large Entity Patent	8346784	1-Jul-24	3	1-Jan-25	EDGIO INC	143-NP	Awaiting	3	1-Jul-24	USD	8350
U.S.A.	Large Entity Patent	8356074	15-Jul-24	3	15-Jan-25	EDGIO INC	145-NP	Awaiting	3	15-Jul-24	USD	8350
U.S.A.	Large Entity Patent	10904307	26-Jul-24	1	26-Jan-25	EDGIO INC	DISTRIBUTED MANAGEMENT OF LIVE	instruction	1	26-Jul-24	USD	2650
U.S.A.	Large Entity Patent	9559964	31-Jul-24	2	31-Jan-25	EDGIO INC	CONTROL MESSAGE ROUTING WITHIN ANYC	instruction	2	31-Jul-24	USD	4410
U.S.A.	Large Entity Patent	10911560	2-Aug-24	1	2-Feb-25	EDGIO INC	PARTITIONED SERIALIIZED CACHING	instruction	1	2-Aug-24	USD	2650
U.S.A.	Large Entity Patent	8370460	5-Aug-24	3	5-Feb-25	EDGIO INC	OPTIMIZING MULTI-HIT CACHING FOR LO	instruction	3	5-Aug-24	USD	8350
U.S.A.	Large Entity Patent	8370449	5-Aug-24	3	5-Feb-25	EDGIO INC	73-NPC2	Awaiting	3	5-Aug-24	USD	8350
U.S.A.	Large Entity Patent	8370452	5-Aug-24	3	5-Feb-25	EDGIO INC	91-NP	Awaiting	3	5-Aug-24	USD	8350
U.S.A.	Large Entity Patent	9571407	14-Aug-24	2	14-Feb-25	EDGIO INC	200-NP	Awaiting	2	14-Aug-24	USD	4410
U.S.A.	Large Entity Patent	10924523	16-Aug-24	1	16-Feb-25	EDGIO INC	ENCODINGLESS	Awaiting	1	16-Aug-24	USD	2650
U.S.A.	Large Entity Patent	8380851	19-Aug-24	3	19-Feb-25	EDGIO INC	19-NPC3 (DNS)	Awaiting	3	19-Aug-24	USD	8350
U.S.A.	Large Entity Patent	10929877	23-Aug-24	1	23-Feb-25	EDGIO INC	MEDIA PLAYBACK PING	Awaiting	1	23-Aug-24	USD	2650
U.S.A.	Large Entity Patent	9589282	7-Sep-24	2	7-Mar-25	EDGIO INC	SYSTEMS AND METHODS FOR BILLING	instruction	2	7-Sep-24	USD	4410
U.S.A.	Large Entity Patent	9591053	7-Sep-24	2	7-Mar-25	EDGIO INC	178-NPDIV SERVER-SIDE	Awaiting	2	7-Sep-24	USD	4410
U.S.A.	Large Entity Patent	10944808	9-Sep-24	1	9-Mar-25	EDGIO INC	REPRODUCTION OF	instruction	1	9-Sep-24	USD	2650
U.S.A.	Large Entity Patent	8396980	12-Sep-24	3	12-Mar-25	EDGIO INC	37-NPC3	Awaiting	3	12-Sep-24	USD	8350
U.S.A.	Large Entity Patent	8396878	12-Sep-24	3	12-Mar-25	EDGIO INC	97-NP	Awaiting	3	12-Sep-24	USD	8350
U.S.A.	Large Entity Patent	8396970	12-Sep-24	3	12-Mar-25	EDGIO INC	94-NPC	Awaiting	3	12-Sep-24	USD	8350
U.S.A.	Large Entity Patent	8402160	19-Sep-24	3	19-Mar-25	EDGIO INC	51-NPC DYNAMIC CACHING	Awaiting	3	19-Sep-24	USD	8350
U.S.A.	Large Entity Patent	10963381	30-Sep-24	1	30-Mar-25	EDGIO INC	AND EVICTION SERVER ASSISTED LIVE	instruction	1	30-Sep-24	USD	2650
U.S.A.	Large Entity Patent	10972515	6-Oct-24	1	6-Apr-25	EDGIO INC	STREAM FAILOVE	instruction	1	6-Oct-24	USD	2650
U.S.A.	Large Entity Patent	8417824	9-Oct-24	3	9-Apr-25	EDGIO INC	22-NPC4 (LL R DNS)	Awaiting	3	9-Oct-24	USD	8350
U.S.A.	Large Entity Patent	8422376	16-Oct-24	3	16-Apr-25	EDGIO INC	21-NPCIP1.1 (TIER0)	Awaiting	3	16-Oct-24	USD	8350
U.S.A.	Large Entity Patent	9633217	25-Oct-24	2	25-Apr-25	EDGIO INC	144-NPC PREFETCHING OF	Awaiting	2	25-Oct-24	USD	4410
U.S.A.	Large Entity Patent	10999395	4-Nov-24	1	4-May-25	EDGIO INC	STREAM SEGMENTS	instruction	1	4-Nov-24	USD	2650
U.S.A.	Large Entity Patent	10999371	4-Nov-24	1	4-May-25	EDGIO INC	REQUEST NETWORK	Awaiting	1	4-Nov-24	USD	2650
U.S.A.	Large Entity Patent	9654601	16-Nov-24	2	16-May-25	EDGIO INC	CONNECTION HAND- GLOBAL LOAD	instruction	2	16-Nov-24	USD	4410
U.S.A.	Large Entity Patent	8447862	21-Nov-24	3	21-May-25	EDGIO INC	BALANCING ON A	instruction	3	21-Nov-24	USD	8350
U.S.A.	Large Entity Patent	8447854	21-Nov-24	3	21-May-25	EDGIO INC	152-NP REAL-TIME	Awaiting	3	21-Nov-24	USD	8350
U.S.A.	Large Entity Patent	9660960	23-Nov-24	2	23-May-25	EDGIO INC	RECONFIGURABLE WEB	instruction	2	23-Nov-24	USD	4410
U.S.A.	Large Entity Patent	9660888	23-Nov-24	2	23-May-25	EDGIO INC	EDGE ANALYTICS SYSTEMS AND	Awaiting	2	23-Nov-24	USD	4410
U.S.A.	Large Entity Patent	11025710	1-Dec-24	1	1-Jun-25	EDGIO INC	METHODS FOR	instruction	1	1-Dec-24	USD	2650
U.S.A.	Large Entity Patent	8458290	4-Dec-24	3	4-Jun-25	EDGIO INC	94-NPC4	Awaiting	3	4-Dec-24	USD	8350
U.S.A.	Large Entity Patent	8463876	11-Dec-24	3	11-Jun-25	EDGIO INC	77-NPC2 DISCRETE MAPPING	Awaiting	3	11-Dec-24	USD	8350
U.S.A.	Large Entity Patent	8468222	18-Dec-24	3	18-Jun-25	EDGIO INC	FOR TARGETED CACHI	instruction	3	18-Dec-24	USD	8350
U.S.A.	Large Entity Patent	8478858	2-Jan-25	3	2-Jul-25	EDGIO INC	94-NPC6 PROVIDING LOCALIZED	Awaiting	3	2-Jan-25	USD	8350
U.S.A.	Large Entity Patent	9699165	4-Jan-25	2	4-Jul-25	EDGIO INC	CONTENT DELIVER	instruction	2	4-Jan-25	USD	4410
U.S.A.	Large Entity Patent	8494965	23-Jan-25	3	23-Jul-25	EDGIO INC	12-NPC	Awaiting	3	23-Jan-25	USD	8350
U.S.A.	Large Entity Patent	8495171	23-Jan-25	3	23-Jul-25	EDGIO INC	144-NP	Awaiting	3	23-Jan-25	USD	8350
U.S.A.	Large Entity Patent	8495221	23-Jan-25	3	23-Jul-25	EDGIO INC	157-NP ADAPTING NETWORK	Awaiting	3	23-Jan-25	USD	8350
U.S.A.	Large Entity Patent	9723111	1-Feb-25	2	1-Aug-25	EDGIO INC	CONTROL MESSAGING SYSTEMS AND	instruction	2	1-Feb-25	USD	4410
U.S.A.	Large Entity Patent	8504642	6-Feb-25	3	6-Aug-25	EDGIO INC	METHODS FOR	instruction	3	6-Feb-25	USD	8350
U.S.A.	Large Entity Patent	9729663	8-Feb-25	2	8-Aug-25	EDGIO INC	DYNAMIC/SHARED HYBRID PULL AND	Awaiting	2	8-Feb-25	USD	4410
U.S.A.	Large Entity Patent	11089124	10-Feb-25	1	10-Aug-25	EDGIO INC	PUSH BASED STREAMIN	instruction	1	10-Feb-25	USD	2650
U.S.A.	Large Entity Patent	8510807	13-Feb-25	3	13-Aug-25	EDGIO INC	REAL-TIME GRANULAR STATISTICAL REPO	Awaiting	3	13-Feb-25	USD	8350
U.S.A.	Large Entity Patent	8510417	13-Feb-25	3	13-Aug-25	EDGIO INC	54-NPC PURGING FAILOVER	instruction	3	13-Feb-25	USD	8350
U.S.A.	Large Entity Patent	9736059	15-Feb-25	2	15-Aug-25	EDGIO INC	THROUGH APPLICATIO	instruction	2	15-Feb-25	USD	4410
U.S.A.	Large Entity Patent	8516082	20-Feb-25	3	20-Aug-25	EDGIO INC	54-NP	Awaiting	3	20-Feb-25	USD	8350
U.S.A.	Large Entity Patent	8521719	27-Feb-25	3	27-Aug-25	EDGIO INC	153-NP	Awaiting	3	27-Feb-25	USD	8350
U.S.A.	Large Entity Patent	8521813	27-Feb-25	3	27-Aug-25	EDGIO INC	94-NPC2 END-TO-END CONTENT	Awaiting	3	27-Feb-25	USD	8350
U.S.A.	Large Entity Patent	9747592	28-Feb-25	2	28-Aug-25	EDGIO INC	DELIVERY NETWORK	instruction	2	28-Feb-25	USD	4410
U.S.A.	Large Entity Patent	8527645	3-Mar-25	3	3-Sep-25	EDGIO INC	155-NP STREAM PUBLISHING	Awaiting	3	3-Mar-25	USD	8350
U.S.A.	Large Entity Patent	9755945	5-Mar-25	2	5-Sep-25	EDGIO INC	AND DISTRIBUTION MULTI-TENANT OVER-	instruction	2	5-Mar-25	USD	4410
U.S.A.	Large Entity Patent	9756098	5-Mar-25	2	5-Sep-25	EDGIO INC	THE-TOP MULTICAST	instruction	2	5-Mar-25	USD	4410

U.S.A.	Large Entity Patent	9755949	5-Mar-25	2	5-Sep-25	EDGIO INC	NETWORK FAILOVER	Awaiting instruction	2	5-Mar-25	USD	4410
U.S.A.	Large Entity Patent	8533289	10-Mar-25	3	10-Sep-25	EDGIO INC	AND LOOP DETECTION	Awaiting	3	10-Mar-25	USD	8350
U.S.A.	Large Entity Patent	8533754	10-Mar-25	3	10-Sep-25	EDGIO INC	9-NPC	Awaiting	3	10-Mar-25	USD	8350
U.S.A.	Large Entity Patent	9762658	12-Mar-25	2	12-Sep-25	EDGIO INC	98-NP	Awaiting	2	12-Mar-25	USD	4410
U.S.A.	Large Entity Patent	8539079	17-Mar-25	3	17-Sep-25	EDGIO INC	DYNAMIC RECONFIGURABLE	Awaiting instruction	3	17-Mar-25	USD	8350
U.S.A.	Large Entity Patent	9787579	10-Apr-25	2		EDGIO INC	95-NPC2	Awaiting	2	10-Apr-25	USD	4410
U.S.A.	Large Entity Patent	9794152	17-Apr-25	2		EDGIO INC	APPLICATION CONTROLLED PATH	None	2	17-Apr-25	USD	4410
U.S.A.	Large Entity Patent	9794181	17-Apr-25	2		EDGIO INC	SYSTEMS AND METHODS FOR	None	2	17-Apr-25	USD	4410
U.S.A.	Large Entity Patent	11157885	26-Apr-25	1		EDGIO INC	DYNAMIC INITIAL CONGESTION WINDOW	None	1	26-Apr-25	USD	2650
U.S.A.	Large Entity Patent	9807429	30-Apr-25	2		EDGIO INC	END-TO-END CONTENT DELIVERY NETWORK	None	2	30-Apr-25	USD	4410
U.S.A.	Large Entity Patent	8583763	12-May-25	3		EDGIO INC	STREAM BOUNDARY MARKING FOR	None	3	12-May-25	USD	8350
U.S.A.	Large Entity Patent	8583769	12-May-25	3		EDGIO INC	SANDBOXING CONTENT OPTIMIZATION AT	None	3	12-May-25	USD	8350
U.S.A.	Large Entity Patent	11190481	30-May-25	1		EDGIO INC	CONFIGURATION MANAGEMENT	None	1	30-May-25	USD	2650
U.S.A.	Large Entity Patent	8601565	3-Jun-25	3		EDGIO INC	DETERMINISTIC TRAFFIC MANAGEMENT IN	None	3	3-Jun-25	USD	8350
U.S.A.	Large Entity Patent	8612450	17-Jun-25	3		EDGIO INC	WHITE-LIST FIREWALL	None	3	17-Jun-25	USD	8350
U.S.A.	Large Entity Patent	8612588	17-Jun-25	3		EDGIO INC	BASED ON THE DO	None	3	17-Jun-25	USD	8350
U.S.A.	Large Entity Patent	9848057	19-Jun-25	2		EDGIO INC	154-NP	None	2	19-Jun-25	USD	4410
U.S.A.	Large Entity Patent	9847992	19-Jun-25	2		EDGIO INC	146-NP	None	2	19-Jun-25	USD	4410
U.S.A.	Large Entity Patent	8615577	24-Jun-25	3		EDGIO INC	MULTI-LAYER MULTI-HIT CACHING FOR L	None	3	24-Jun-25	USD	8350
U.S.A.	Large Entity Patent	8621042	30-Jun-25	3		EDGIO INC	END-TO-END CERTIFICATE PINNING	None	3	30-Jun-25	USD	8350
U.S.A.	Large Entity Patent	8626910	7-Jul-25	3		EDGIO INC	94-NPC5	None	3	7-Jul-25	USD	8350
U.S.A.	Large Entity Patent	8626876	7-Jul-25	3		EDGIO INC	93-NP	None	3	7-Jul-25	USD	8350
U.S.A.	Large Entity Patent	9866650	9-Jul-25	2		EDGIO INC	SYSTEMS AND METHODS FOR	None	2	9-Jul-25	USD	4410
U.S.A.	Large Entity Patent	11222272	11-Jul-25	1		EDGIO INC	160-NP	None	1	11-Jul-25	USD	2650
U.S.A.	Large Entity Patent	8635128	21-Jul-25	3		EDGIO INC	STREAM MONITORING ACROSS A DISTRIBU	None	3	21-Jul-25	USD	8350
U.S.A.	Large Entity Patent	8639780	28-Jul-25	3		EDGIO INC	METHODS AND SYSTEMS FOR BILLING	None	3	28-Jul-25	USD	8350
U.S.A.	Large Entity Patent	8639748	28-Jul-25	3		EDGIO INC	OPTIMIZING MULTI-HIT CACHING FOR LO	None	3	28-Jul-25	USD	8350
U.S.A.	Large Entity Patent	11240547	1-Aug-25	1		EDGIO INC	OPTIMIZED CONTENT DISTRIBUTION BASE	None	1	1-Aug-25	USD	2650
U.S.A.	Large Entity Patent	8644674	4-Aug-25	3		EDGIO INC	PROGRESSIVE DELIVERY OF TARGETED TH	None	3	4-Aug-25	USD	8350
U.S.A.	Large Entity Patent	8645539	4-Aug-25	3		EDGIO INC	149-NP	None	3	4-Aug-25	USD	8350
U.S.A.	Large Entity Patent	8645494	4-Aug-25	3		EDGIO INC	19-NPC4 (DNS)	None	3	4-Aug-25	USD	8350
U.S.A.	Large Entity Patent	11256663	22-Aug-25	1		EDGIO INC	170-NP	None	1	22-Aug-25	USD	2650
U.S.A.	Large Entity Patent	8661090	25-Aug-25	3		EDGIO INC	CACHING WITH DYNAMIC AND	None	3	25-Aug-25	USD	8350
U.S.A.	Large Entity Patent	9906590	27-Aug-25	2		EDGIO INC	131-NPC2	None	2	27-Aug-25	USD	4410
U.S.A.	Large Entity Patent	8671193	11-Sep-25	3		EDGIO INC	INTELLIGENT PREDICTIVE STREAM	None	3	11-Sep-25	USD	8350
U.S.A.	Large Entity Patent	8683043	25-Sep-25	3		EDGIO INC	67-NPC2	None	3	25-Sep-25	USD	8350
U.S.A.	Large Entity Patent	8683002	25-Sep-25	3		EDGIO INC	SYSTEMS AND METHODS TO	None	3	25-Sep-25	USD	8350
U.S.A.	Large Entity Patent	8688817	1-Oct-25	3		EDGIO INC	73-NPC3	None	3	1-Oct-25	USD	8350
U.S.A.	Large Entity Patent	11310332	19-Oct-25	1		EDGIO INC	NETWORK CONNECTION HAND-	None	1	19-Oct-25	USD	2650
U.S.A.	Large Entity Patent	8707039	22-Oct-25	3		EDGIO INC	PREFETCHING WITH A DYNAMIC CLOUD	None	3	22-Oct-25	USD	8350
U.S.A.	Large Entity Patent	9961152	1-Nov-25	2		EDGIO INC	57-NPC2	None	2	1-Nov-25	USD	4410
U.S.A.	Large Entity Patent	8719381	6-Nov-25	3		EDGIO INC	DYNAMIC TAG MANAGEMENT FOR	None	3	6-Nov-25	USD	8350
U.S.A.	Large Entity Patent	11336579	17-Nov-25	1		EDGIO INC	RECONFIGURABLE DOWNLOAD MANAGER	None	1	17-Nov-25	USD	2650
U.S.A.	Large Entity Patent	8738736	27-Nov-25	3		EDGIO INC	PREDICTIVE ANYCAST TRAFFIC SHAPING	None	3	27-Nov-25	USD	8350
U.S.A.	Large Entity Patent	8738766	27-Nov-25	3		EDGIO INC	SCALABLE CONTENT STREAMING SYSTEM W	None	3	27-Nov-25	USD	8350
U.S.A.	Large Entity Patent	8738787	27-Nov-25	3		EDGIO INC	END-TO-END MONITORING AND	None	3	27-Nov-25	USD	8350
U.S.A.	Large Entity Patent	8738734	27-Nov-25	3		EDGIO INC	71-NP	None	3	27-Nov-25	USD	8350
U.S.A.	Large Entity Patent	8745240	3-Dec-25	3		EDGIO INC	71-NPC	None	3	3-Dec-25	USD	8350
U.S.A.	Large Entity Patent	8745177	3-Dec-25	3		EDGIO INC	GLOBAL LOAD BALANCING ON A	None	3	3-Dec-25	USD	8350
U.S.A.	Large Entity Patent	8745128	3-Dec-25	3		EDGIO INC	END-TO-END MONITORING AND	None	3	3-Dec-25	USD	8350
U.S.A.	Large Entity Patent	8745239	3-Dec-25	3		EDGIO INC	OPTIMIZED CONTENT DISTRIBUTION BASE	None	3	3-Dec-25	USD	8350
U.S.A.	Large Entity Patent	8745221	3-Dec-25	3		EDGIO INC	95-NPC	None	3	3-Dec-25	USD	8350
U.S.A.	Large Entity Patent	8745484	3-Dec-25	3		EDGIO INC	178-NP	None	3	3-Dec-25	USD	8350
U.S.A.	Large Entity Patent	11354271	7-Dec-25	1		EDGIO INC	86-NP	None	1	7-Dec-25	USD	2650
U.S.A.	Large Entity Patent	8750155	10-Dec-25	3		EDGIO INC	SYSTEMS AND METHODS FOR LARGE	None	3	10-Dec-25	USD	8350
U.S.A.	Large Entity Patent	8769118	1-Jan-26	3		EDGIO INC	62-NPC3 (SIDEWINDER)	None	3	1-Jan-26	USD	8350
							22-NPC5 (LLR DNS)	None	3			

U.S.A.	Large Entity Patent	8769047	1-Jan-26	3	EDGIO INC	186-NP	None	3	1-Jan-26 USD	8350
U.S.A.	Large Entity Patent	10015243	3-Jan-26	2	EDGIO INC	OPTIMIZED CONTENT DISTRIBUTION BASE DETERMINISTIC	None	2	3-Jan-26 USD	4410
U.S.A.	Large Entity Patent	10013362	3-Jan-26	2	EDGIO INC	MULTIFACTOR CACHE	None	2	3-Jan-26 USD	4410
U.S.A.	Large Entity Patent	8775648	8-Jan-26	3	EDGIO INC	187-NP	None	3	8-Jan-26 USD	8350
U.S.A.	Large Entity Patent	8775564	8-Jan-26	3	EDGIO INC	177-NP	None	3	8-Jan-26 USD	8350
U.S.A.	Large Entity Patent	10021131	10-Jan-26	2	EDGIO INC	ORIGIN CONTROLLED ATTACK PROTECTION	None	2	10-Jan-26 USD	4410
U.S.A.	Large Entity Patent	8782285	15-Jan-26	3	EDGIO INC	188-NP	None	3	15-Jan-26 USD	8350
U.S.A.	Large Entity Patent	8782279	15-Jan-26	3	EDGIO INC	99-NPC	None	3	15-Jan-26 USD	8350
U.S.A.	Large Entity Patent	10033628	24-Jan-26	2	EDGIO INC	APPLICATION CONTROLLED PATH	None	2	24-Jan-26 USD	4410
U.S.A.	Large Entity Patent	10032481	24-Jan-26	2	EDGIO INC	SPEEDY CLIPPING SERVER-SIDE	None	2	24-Jan-26 USD	4410
U.S.A.	Large Entity Patent	10038926	31-Jan-26	2	EDGIO INC	BLACKOUT NETWORK FIREWALL	None	2	31-Jan-26 USD	4410
U.S.A.	Large Entity Patent	11405359	2-Feb-26	1	EDGIO INC	FOR MITIGATING NETWORK FAILOVER	None	1	2-Feb-26 USD	2650
U.S.A.	Large Entity Patent	10044602	7-Feb-26	2	EDGIO INC	AND LOOP DETECTION	None	2	7-Feb-26 USD	4410
U.S.A.	Large Entity Patent	8806558	12-Feb-26	3	EDGIO INC	179-NP	None	3	12-Feb-26 USD	8350
U.S.A.	Large Entity Patent	8819187	26-Feb-26	3	EDGIO INC	185-NP	None	3	26-Feb-26 USD	8350
U.S.A.	Large Entity Patent	10069859	4-Mar-26	2	EDGIO INC	DISTRIBUTED RATE DYNAMIC CACHING	None	2	4-Mar-26 USD	4410
U.S.A.	Large Entity Patent	11442857	13-Mar-26	1	EDGIO INC	AND EVICTION SYSTEMS AND	None	1	13-Mar-26 USD	2650
U.S.A.	Large Entity Patent	11451623	20-Mar-26	1	EDGIO INC	METHODS FOR	None	1	20-Mar-26 USD	2650
U.S.A.	Large Entity Patent	8849976	30-Mar-26	3	EDGIO INC	96-NP	None	3	30-Mar-26 USD	8350
U.S.A.	Large Entity Patent	8856329	7-Apr-26	3	EDGIO INC	94-NPC8	None	3	7-Apr-26 USD	8350
U.S.A.	Large Entity Patent	8856263	7-Apr-26	3	EDGIO INC	131-NPC3	None	3	7-Apr-26 USD	8350
U.S.A.	Large Entity Patent	8862516	14-Apr-26	3	EDGIO INC	SYSTEMS AND METHODS FOR BILLING	None	3	14-Apr-26 USD	8350
U.S.A.	Large Entity Patent	8868701	21-Apr-26	3	EDGIO INC	CONFIGURATION MANAGEMENT	None	3	21-Apr-26 USD	8350
U.S.A.	Large Entity Patent	8868834	21-Apr-26	3	EDGIO INC	EFFICIENT CACHE VALIDATION AND CONT	None	3	21-Apr-26 USD	8350
U.S.A.	Large Entity Patent	11483249	25-Apr-26	1	EDGIO INC	SYSTEMS AND METHODS FOR	None	1	25-Apr-26 USD	2650
U.S.A.	Large Entity Patent	10116737	30-Apr-26	2	EDGIO INC	OPTIMIZED CONSISTENT REQUEST DISTRI	None	2	30-Apr-26 USD	4410
U.S.A.	Large Entity Patent	10116729	30-Apr-26	2	EDGIO INC	DYNAMIC MEDIA TRANSFORMATION	None	2	30-Apr-26 USD	4410
U.S.A.	Large Entity Patent	10116565	30-Apr-26	2	EDGIO INC	END-TO-END ACCELERATION OF	None	2	30-Apr-26 USD	4410
U.S.A.	Large Entity Patent	10120871	6-May-26	2	EDGIO INC	FILE SYSTEM ENABLING FAST PURGES AN	None	2	6-May-26 USD	4410
U.S.A.	Large Entity Patent	8886769	11-May-26	3	EDGIO INC	156-NP	None	3	11-May-26 USD	8350
U.S.A.	Large Entity Patent	10129358	13-May-26	2	EDGIO INC	PARTITIONED SERIALIZED CACHING	None	2	13-May-26 USD	4410
U.S.A.	Large Entity Patent	8892686	18-May-26	3	EDGIO INC	174-NP	None	3	18-May-26 USD	8350
U.S.A.	Large Entity Patent	10133673	20-May-26	2	EDGIO INC	CACHE OPTIMIZATION BASED ON PREDICT	None	2	20-May-26 USD	4410
U.S.A.	Large Entity Patent	8914814	16-Jun-26	3	EDGIO INC	INTERCOMMUNICATION IN THE OPEN CONT	None	3	16-Jun-26 USD	8350
U.S.A.	Large Entity Patent	10158891	18-Jun-26	2	EDGIO INC	PREFETCHER WITH ADAPTIVE STREAM SEG	None	2	18-Jun-26 USD	4410
U.S.A.	Large Entity Patent	8935285	13-Jul-26	3	EDGIO INC	153-NPC	None	3	13-Jul-26 USD	8350
U.S.A.	Large Entity Patent	10205976	12-Aug-26	2	EDGIO INC	STREAM BOUNDARY MARKING FOR	None	2	12-Aug-26 USD	4410
U.S.A.	Large Entity Patent	8959212	17-Aug-26	3	EDGIO INC	SYSTEMS AND METHODS FOR	None	3	17-Aug-26 USD	8350
U.S.A.	Large Entity Patent	8965997	24-Aug-26	3	EDGIO INC	73-NPC4	None	3	24-Aug-26 USD	8350
U.S.A.	Large Entity Patent	8966003	24-Aug-26	3	EDGIO INC	55-NP	None	3	24-Aug-26 USD	8350
U.S.A.	Large Entity Patent	8977766	10-Sep-26	3	EDGIO INC	SCALABILITY AND REDUNDANCY	None	3	10-Sep-26 USD	8350
U.S.A.	Large Entity Patent	8984056	17-Sep-26	3	EDGIO INC	145-NPC	None	3	17-Sep-26 USD	8350
U.S.A.	Large Entity Patent	9009277	14-Oct-26	3	EDGIO INC	CONFIGURATION MANAGEMENT	None	3	14-Oct-26 USD	8350
U.S.A.	Large Entity Patent	9009272	14-Oct-26	3	EDGIO INC	160-NPC	None	3	14-Oct-26 USD	8350
U.S.A.	Large Entity Patent	9015416	21-Oct-26	3	EDGIO INC	EFFICIENT CACHE VALIDATION AND CONT	None	3	21-Oct-26 USD	8350
U.S.A.	Large Entity Patent	9015348	21-Oct-26	3	EDGIO INC	161-NP	None	3	21-Oct-26 USD	8350
U.S.A.	Large Entity Patent	9015275	21-Oct-26	3	EDGIO INC	77-NPC3	None	3	21-Oct-26 USD	8350
U.S.A.	Large Entity Patent	10270876	23-Oct-26	2	EDGIO INC	PROBABILITY BASED CACHING AND EVICT	None	2	23-Oct-26 USD	4410
U.S.A.	Large Entity Patent	10284674	7-Nov-26	2	EDGIO INC	CACHE KEY BASED REQUEST ROUTING	None	2	7-Nov-26 USD	4410
U.S.A.	Large Entity Patent	9037690	19-Nov-26	3	EDGIO INC	DISCRETE MAPPING FOR TARGETED CACHI	None	3	19-Nov-26 USD	8350
U.S.A.	Large Entity Patent	9037643	19-Nov-26	3	EDGIO INC	DYNAMIC TAG MANAGEMENT FOR	None	3	19-Nov-26 USD	8350
U.S.A.	Large Entity Patent	9058402	16-Dec-26	3	EDGIO INC	147-NP	None	3	16-Dec-26 USD	8350
U.S.A.	Large Entity Patent	10326703	18-Dec-26	2	EDGIO INC	DYNAMIC INITIAL CONGESTION WINDOW	None	2	18-Dec-26 USD	4410
U.S.A.	Large Entity Patent	9069720	30-Dec-26	3	EDGIO INC	91-NPC	None	3	30-Dec-26 USD	8350

Total: #####

EXHIBIT C

Closing Letter

VIA EMAIL AND OVERNIGHT MAIL

December 16, 2024

Edgio, Inc.
11811 N. Tatum Blvd., Suite 3031
Phoenix, Arizona 85028
Attention: Richard Diegnan, Chief Legal Officer
rdiegnan@edg.io

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Rod Miller; Tyson Lomazow; Jason Anderson
RDMiller@milbank.com
tlomazow@milbank.com
jtanderson@milbank.com

Ladies and Gentlemen:

Dechert LLP ("Dechert") acts as legal counsel to DRNC Holdings, Inc. ("Purchaser") in connection with that certain Patent Purchase Agreement, dated December 13, 2024 (the "Purchase Agreement"), by and among Purchaser and Edgio, Inc., a Delaware corporation, having its principal place of business at 11811 N. Tatum Blvd., Suite 303, Phoenix, Arizona 85028 ("Edgio"), Edgecast Inc. ("Edgecast"), Edgio International, Inc. ("Edgio International"), Limelight AcquisitionCo, Inc. ("Limelight AC"), Limelight Midco, Inc. ("Limelight Midco"), Limelight Networks VPS, Inc. ("Limelight NVPS") and Mojo Merger Sub, LLC ("Mojo" and collectively with Edgio, Edgecast, Edgio International, Limelight AC, Limelight Midco, the "Sellers," and each individually, a "Seller"). On December 2, 2024, the Hon. Karen B. Owens of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") approved the terms of the Purchase Agreement by entry of the *Corrected Order (I) Authorizing and Approving the Debtors' Entry into a Patent Purchase Agreement, (II) Authorizing the Sale of the Acquired Assets Free and Clear of all Encumbrances, and (III) Granting Related Relief* [Dkt. No. 465] (the "Sale Order") in

the Sellers' currently pending chapter 11 bankruptcy cases. Capitalized terms used but not defined in this letter shall have the meanings given to such terms in the Purchase Agreement.

Pursuant to the Purchase Agreement, Purchaser has paid the Purchase Price to the Sellers on the date hereof. Purchaser delivers herewith a counterpart to the Patent Assignment duly executed by Purchaser and the signed officer's certificate referred to in Section 9.3(d) of the Patent Purchase Agreement. Purchaser waives the obligation of each Seller to deliver an officer's certificate to Purchaser pursuant to Section 9.2(d) the Purchase Agreement.

Accordingly, the Closing has occurred. Dechert, on behalf of Purchaser, hereby demands, pursuant to Section 8.4 of the Purchase Agreement, that the Sellers immediately deliver to Purchaser a copy of the Patent Assignment duly executed by the Sellers, as well as the Importation Information file and electronic copies of the Patent Documents.

Any failure by the Seller to deliver the executed Patent Assignment, Importation Information file and electronic copies of the Patent Documents (or to comply with the Seller's other obligations under the Purchase Agreement) shall constitute an intentional breach of the Purchase Agreement. The Purchaser is prepared to enforce its rights under the Purchase Agreement and hereby reserves all rights, remedies, powers and privileges that may be available to it under the Purchase Agreement, applicable law, in equity or otherwise as a result of any such violation of the Sellers' obligations under the Purchase Agreement, including, without limitation, the right to bring suit in the Bankruptcy Court for breach of the Purchase Agreement, to seek specific performance of the Sellers' obligations under the Purchase Agreement, or to move the Bankruptcy Court for other appropriate relief to address the Sellers' willful disregard of the Sale Order.

Very truly yours,



EXHIBIT D

Reply

Milbank

JASON T. ANDERSON

Partner

2029 Century Park East, 33rd Floor | Los Angeles, CA 90067-3019

T: 424-386-4437

jtanderson@milbank.com | milbank.com

VIA EMAIL

December 17, 2024

Eric S. Siegel
Dechert LLP
2929 Arch Street
Philadelphia, PA 19104-2808

Mr. Siegel:

We write on behalf of Edgio, Inc. and certain of its affiliates (together, “Edgio” or the “Company”) as counsel to the Company in connection with its chapter 11 cases currently pending in the United States Bankruptcy Court for the District of Delaware, which are being jointly administered at Case No. 24-11985-KBO. We are in receipt of your letter, dated December 16, 2024 (the “Letter”), on behalf DRNC Holdings, Inc., to which we refer herein; capitalized terms not defined herein shall have the meanings given them in the Letter.

The transaction contemplated in the Purchase Agreement has not closed, and your position to the contrary is in error. On the evening of Sunday December 15, 2024, we advised you of the Company’s desire to obtain a customary license back from the Purchaser with respect to the patents subject to the Purchase Agreement, and that the Company was not prepared to proceed with closing until the parties had mutually resolved such request. Yet while fully aware of this open issue and the Company’s unwillingness to close unless it was addressed, you determined the following day to wire funds, deliver outstanding documents of the Purchaser, and waive certain conditions precedent to closing on which you had previously insisted—and in so doing declared, unilaterally, that the transaction had closed. You chose to take these actions without advising the Company of your intention to do so, and notwithstanding the Company’s express, unambiguous, and contemporaneous communication that the Company was not willing to proceed with closing.

One party’s unilateral determination to close a transaction without the consent of the other cannot constitute a mutual contract, and your unilateral actions cannot cause a contemplated mutual transaction to close over the Company’s objection. The Company intends to return the purported payment of Purchase Price. Please provide wire instructions to enable the Company to do so immediately.

MILBANK LLP

NEW YORK | LOS ANGELES | WASHINGTON, D.C. | SÃO PAULO | FRANKFURT
LONDON | MUNICH | BEIJING | HONG KONG | SEOUL | SINGAPORE | TOKYO

December 17, 2024

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Of course, the most efficient way of resolving this matter is for the parties to engage in commercial discussions regarding the Company's request for a license. As you know, we have provided you with a draft term sheet setting forth the terms of such a license. The Company is willing to engage in discussions around such terms. We encourage you to share your client's thoughts or concerns with respect thereto, and are optimistic that the parties can arrive at a mutually acceptable resolution. For the avoidance of doubt, if we are unable to resolve this matter consensually, we reserve all rights and remedies, at law and in equity, and intend to act to preserve the Company's ability to maximize value for all of its stakeholders.

Sincerely,

/s/ Jason T. Anderson

Jason T. Anderson

EXHIBIT E

Post-Closing Letter



Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2808
+1 215 994 4000 Main
+1 215 994 2222 Fax
www.dechert.com

VIA EMAIL AND OVERNIGHT MAIL

December 20, 2024

Edgio, Inc.
11811 N. Tatum Blvd., Suite 3031
Phoenix, Arizona 85028
Attention: Richard Diegnan, Chief Legal Officer
rdiegnan@edg.io

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Rod Miller; Tyson Lomazow; Jason Anderson
RDMiller@milbank.com
tlomazow@milbank.com
jtanderson@milbank.com

Gentlemen:

As you are aware, Dechert LLP ("Dechert") acts as legal counsel to DRNC Holdings, Inc. ("Purchaser") in connection with that certain Patent Purchase Agreement, dated December 13, 2024 (the "Purchase Agreement"), by and among Purchaser and Edgio, Inc., a Delaware corporation, having its principal place of business at 11811 N. Tatum Blvd., Suite 303, Phoenix, Arizona 85028 ("Edgio"), Edgecast Inc. ("Edgecast"), Edgio International, Inc. ("Edgio International"), Limelight AcquisitionCo, Inc. ("Limelight AC"), Limelight Midco, Inc. ("Limelight Midco"), Limelight Networks VPS, Inc. ("Limelight NVPS") and Mojo Merger Sub, LLC ("Mojo" and collectively with Edgio, Edgecast, Edgio International, Limelight AC, Limelight Midco, the "Sellers," and each individually, a "Seller"). On December 2, 2024, the Hon. Karen B. Owens of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") approved the terms of the Purchase Agreement by entry of the *Corrected Order (I) Authorizing and Approving the Debtors' Entry into a Patent Purchase Agreement, (II) Authorizing the Sale of the Acquired Assets Free and Clear of all Encumbrances, and (III) Granting Related Relief* [Dkt. No. 465] (the "Sale Order") in



the Sellers' currently pending chapter 11 bankruptcy cases. Capitalized terms used but not defined in this letter shall have the meanings given to such terms in the Purchase Agreement.

We are in receipt of your letter reply, dated December 17, 2024 (the "Reply"), on behalf of Edgio and its affiliates, responding to our letter dated December 16, 2024 (the "Closing Letter"). In your Reply, you frivolously assert that the transaction contemplated in the Purchase Agreement has not closed. Your Reply includes no stated basis under applicable law or the terms of the Purchase Agreement to substantiate this position. Your reference to the Seller's desire to amend the terms of the Purchase Agreement and commence discussions regarding a term sheet for a "customary license back" to the Sellers is of no moment. All license-back agreements are bespoke, highly negotiated agreements that have significant impact on the value of the underlying intellectual property rights. The executed Purchase Agreement (which has been in substantially the same form for over a month now and the terms of which were approved by the Sale Order) does not include (and has *never* included) provision for any such license-back agreement between the Sellers and the Purchaser—a fact of which you are well aware.

The untenable position that Closing has not occurred clouds the Purchaser's title in the Acquired Assets and prejudices the Purchaser's ability to defend its interests in the Acquired Assets in actively pending patent prosecution matters. The Sellers' position is also now jeopardizing Purchaser's ability to secure a third-party license to its patent portfolio. The Sellers' unfounded insistence that Closing has not occurred and can be unilaterally prevented from occurring by the Sellers, thus impairs not only the Purchaser's ability to derive economic benefit from its Acquired Assets but also jeopardizes a potential sale of other bankruptcy estate assets as well.

Time is of the essence. Absent the Sellers' written affirmation by 3 p.m. ET today that Closing has occurred, and delivery of the requested Patent Assignment as required under Section 8.4 of the Purchase Agreement, the Purchaser will be filing a motion with the Bankruptcy Court seeking appropriate relief on an expedited basis. The Purchaser continues to reserve all rights, remedies, powers and privileges that may be available to it under the Purchase Agreement, applicable law, in equity or otherwise as a result of the Sellers' continuing violations of their obligations under the Purchase Agreement. Such rights and remedies may include, without limitation, to seek reimbursement from the Sellers and its representatives for the costs of enforcement of the Purchaser's rights under the Purchase Agreement, to seek sanctions for the Sellers' and its advisors' violations of the Sale Order on frivolous grounds, and to seek damages for any loss of economic opportunity stemming from the Sellers' interference in the Purchaser's right to license the Acquired Assets it purchased.

Very truly yours,

A handwritten signature in black ink, appearing to be "E. S.", written in a cursive style.