

02-19-1999

DEPARTMENT OF COMMERCE
TRADEMARK OFFICE

RECORDATION FORM
PATENTS (



100966767

To the Honorable Commissioner of Patents and Trademarks:

or copy thereof:

1. Name of conveying party(ies):

Aidan J. Smyth and Christopher Goode

Additional name(s) of conveying party(ies) attached to this document:

Yes No

3. Nature of Conveyance: *MRD 2-8-99*

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: 1/21/99 and 1/19/99 (respectedly)

2. Name and address of receiving party(ies):

Name: DIVA Systems Corporation

Internal Address: Building 205

Street Address: 333 Ravenswood Avenue

City: Menlo Park

State: CA Zip: 94024

Additional name(s) & address(es) attached?

Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s):

09/197,340

B. Patent No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Greg. T. Sueoka, Esq.
 Internal Address: Fenwick & West LLP
 Street Address: Two Palo Alto Square
 City: Palo Alto State: CA Zip Code: 94306

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Fee Transmittal Enclosed

8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Greg. T. Sueoka, Reg. No. 33,800
Attorney, Reg No.

Greg. T. Sueoka
Signature

Feb 3 1999
Date

Total number of pages including cover sheet, attachments, documents: [3]

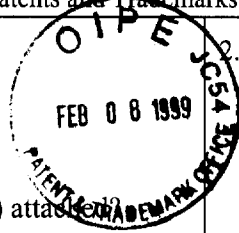
Mail documents to be recorded with required cover sheet information to:
Box Assignment, Commissioner For Patents and Trademarks
Washington, D.C. 20231

Case Docket No.: 3664

21374/835259

PATENT
REEL: 9758 FRAME: 0904

02/12/1999 MTEKLEP000000650 09197340 40.00 CP 01 FC:581



ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to DIVA Systems Corporation, a Delaware corporation, having a place of business at 333 Ravenswood Avenue, Building 205, Menlo Park, California 94024 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: **SYSTEM AND METHOD FOR DETECTING AND CORRECTING A DEFECTIVE TRANSMISSION CHANNEL IN AN INTERACTIVE INFORMATION DISTRIBUTION SYSTEM** ("APPLICATION"), which:

- is to be filed herewith
- was filed on November 20, 1998, now bearing U.S. serial number 09/197,340

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature _____	Date of Signature
<u>Aidan Smyth</u>	<u>1/21 1999</u>
Aidan J. Smyth	

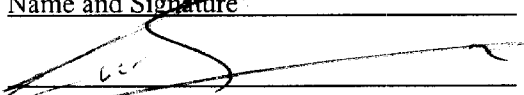
State of _____
County of _____

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]
appeared _____ personally known to me or proved to me on the basis of
Aidan J. Smyth
satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal _____ Notary

Title of Document: ASSIGNMENT

Re:
Title: System And Method For Detecting And Correcting A Defective Transmission Channel In An Interactive Information Distribution System
Filed: (if applicable) November 20, 1998
Serial No.: (if applicable) 09/197,340

Name and Signature: _____ Date of Signature
 _____
Christopher Goode 1/19 1999

State of _____
County of _____

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]
appeared _____ personally known to me or proved to me on the basis of
Christopher Goode
satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary