



06-23-1999

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the	A scistant Commissioner for Potents and Trademorks, Places		
To the Assistant Commissioner for Patents and Trademarks: Please red 1. Name of conveying party(ies): Virenda Kumar Budhraja, James Jisheng Song, Hung Minh Dinh, Jose Roberto Santiano Fernandez, Caroline S. Gan Lazovick Additional name(s) of conveying party(ies) attached? [] Yes [X] No 3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 12 December 1996, 12 December 1996, 11 December 1996, 11 December 1996 4. Application number(s) or patent number(s): 08/711,027		2. Name and address of receiving party(ies): Name: Next Level Communications Street Address: 6085 State Farm Drive City: Rohnert Park, California 94928 Additional name(s) & address(es) attached? [] Yes [X] No UWO 6.21.99	
If this docume	nt is being filed together with a new application, the execution	date of the application is: 9 September 1996	
A. P	atent Application No.(s):	B. Patent No.(s):	
	Additional numbers attached?] Yes [X] No	
	e and address of party to whom correspondence concerning ment should be mailed:	Total number of applications and patents involved: [1]	
Wilso 650 F Palo	e: Kent R. Richardson on Sonsini Goodrich & Rosati Page Mill Road Alto, CA 94304-1050 Z 00000049 E32415 08711027	7. Total fee (37 CFR 3.41)	
	DO NOT USE THIS	SSPACE	
To the or Kent	ment and signature. the best of my knowledge and belief, the foregoing information of the riginal document. R. Richardson, Reg. No. 39,443 the of Person Signing Total number of the foregoing information of the foreg	6/18/99	

JOINT TO CORPORATE ASSIGNMENT

	WHEREAS, the undersigned,		
(1)	Virenda Kumar Budhraja	(2)	James Jisheng Song
(3)	Hung Minh Dinh	(4)	Jose Roberto Santiano Fernandez
(5)	Caroline S. Gan Lazovick		
(hereina	after termed "Inventors"), residents of		
(1)	1152 Daniel Drive	(2)	7737 Melody Drive
(3)	2237 Sunlit Ann Drive	(4)	495 Laguna Drive
(5)	654 Scotland Court		
respecti	ively, Cities of		
(1)	Petaluma	(2)	Rohnert Park
(3)	Santa Rosa	(4)	
(5)	Santa Rosa		
respecti	vely, Counties of		
(1)	Sonoma County	(2)	Sonoma County
(3)	Sonoma County	(4)	Sonoma County
(5)	Sonoma County		
respecti	vely, States of		
(1)	California 94954	(2)	California 94928
(3)	California 95403	(4)	California 94928
(5)	California 95409		
respecti	ively, have invented certain new and useful impro	vements	s in:
	METHOD AND APPARATUS FOR I	ELEMEN	IT MANAGEMENT
	re executed a declaration or oath for an application of the invention:	on for a l	Jnited States patent disclosing and
	On the		
	(1) 12th day of December	, 1996;	
	(2) 12th day of December	, 1996;	
	(3) 11 day of December		
	(4) IIth day of <u>December</u>		
	(5) 11th day of December	, 19 96 .	
respect	ively;		
	Or		:
X	Said application having Application Number <u>08</u> <u>September</u> , <u>1996</u> .	<u>/ 711,02</u>	7 and filed on the <u>9th</u> day of

Attorney Docket No.: 17663.701 ::ODMA\PCDOCS\SQL1\117049\1

- 1 of 4 -

WHEREAS Next Level Communications (hereinafter termed "Assignee"), a corporation of California, incorporated on June 24, 1994, having a place of business at 6153 State Farm Drive. Rohnert Park, CA 94928, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents" applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said inventors to have been received in full from said Assignee:

- 1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Attorney Docket No.: 17663.701 ::ODMA\PCDOCS\SQL1\117049\1

- 2 of 4 -

IN WITNESS WHEREOF, said Assignee on the date of acknowledge.	the said Inventors have executed and delivered this instrument to owledgment before the Notary Public as given below.
	(1) Virendra Kunan Budhingi Virendra Kumar Budhraja
0.00	virendra Kumar Budhraja
(1) State of <u>California</u>	
County of <u>Sanoma</u>)	
On Dec. 12, 1996 before r	ne, Lovele; Farmer Notary Public personally irsonally known to me (or preved to me on the basis of extisfactory evidence) to
be the person(a) whose name(s) is/are executed the same in his/fier/fireir author	subscribed to the within instrument and acknowledged to me that he/she/they prized capacity(jbs), and that by his/her/their signature(s) on the instrument the thich the person(s) acted, executed the instrument.
	Lorelei Farmer Signature
WITNESS my hand and official seal	Signature
LORELE FARMER Commission # 1100013 Notary Public — Colifornia Sonoma County My Comm. Expires Jun 9, 2000	(2) James Jisheng Song
(2) State of <u>California</u>)	
.)	
County of Sonoma)	
the person(s) whose name(s) is/are sub executed the same in his/her/their author	ne, Lovelei Farmer Notary Public, personally ally known to me (or proved to me on the basis of satisfactory evidence) to be escribed to the within instrument and acknowledged to me that he/she/they prized capacity(ies), and that by his/he/their signature(s) on the instrument the thich the person(s) acted, executed the instrument.
WITNESS my hand and official seal	Loweler tarner
LORELE FARMER Commission # 1100013 Notary Public — Collionia Sonoma County My Comm. Expires Jun 9, 2000	(3) Hung Minh Dinh
(2) seem of California	
(3) State of <u>California</u>) County of <u>Sonoma</u>)	
	Locale Former Notoria Dublic
person(≰) whose name(६) is/ar€ subscr the same in his/her/th€ir authorized cap	known to me (or proved to me on the basis of satisfactory evidence) to be the ribed to the within instrument and acknowledged to me that he/stre/they executed eacity(ibs), and that by his/act/their signature(s) on the instrument the person(s), erson(s) acted, executed the instrument.
	C. O. Para
WITNESS my hand and official seal.	Signature
LORELE FARMER Commission # 1100013urary Public — Colifornia Sanorna County My Comm. Expires Jun 9, 20	

(4) Jose Roberto Santiano Fernandez State of California (4) On Dec 11, 1996 before me, Lorele, Farmer Notary Public, personally appeared Jose Roberto Santiano Fernandez personally known to me (or preved to the on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. LORELEI FARMER Commission # 1100013 votary Public -- California Sanama County My Comm. Expires Jun 9, 2000 State of California (5) On Dec. 11, 1996 before me, Lorele, Farmer Notary Public, personally appeared Caroline Stephanie Gan Lazovick personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that >he/she/they executed the same in Mis/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(3), or the entity upon behalf of which the person(3) acted, executed the instrument. WITNESS my hand and official seal. _

PATENT

REEL: 010031 FRAME: 0540

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- 1 of 1 -

LORELE FARMER Commission # 1 100013 otary Public — Californi Sonama County

Attornov Docket No.: 17663 701

JOINT TO CORPORATE ASSIGNMENT

	WHEREAS, the undersigned,		
(1)	Virenda Kumar Budhraja	(2)	James Jisheng Song
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(5)	Caroline S. Gan Lazovick		
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respecti	vely, Counties of		
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NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

- Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding: (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications: (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this Assignment shall inure to the benefit of said Assignee. its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

PATENT REEL: 010031 FRAME: 0542

Attorney Docket No.: 17663.701 ::ODMA\PCDOCS\SQL1\117049\1

said As	IN WITNESS WHEREOF ssignee on the date of ackr	f, the said Inventors nowledgment before	have executed and deliver the Notary Public as giver	ed this instrument to n below.
		(1)	Virendra Kına Virendra Kumar Budhraj	- Buoling
	C 1:C		virendra Kumar Budnraji	a (/
(1)	State of California			
	County of Sanoma			
	On <u>Dec. 12, 1996</u> before ed <u>Virendra Kumar Budhraja,</u> p	me, Lorele; f	armer Notary F	ublic, personally
be the p	ed <u>Virendra Kumar Budhraja,</u> p person ja) whose name(s) is/ <i>a</i> re	personally known to me subscribed to the with	o r preved to me on the basis in instrument and acknowledge	of satisfactory evidence) to ed to me that he/she/they
execute	d the same in his/क्लि/क्लेडंग autr s), or the entity upon behalf of	norized capacity(🌬), a	nd that by his/her/their signatur	e(s) on the instrument the
144715	00	\mathcal{L}_{0}	Farmer	
WIINE	SS my hand and official seal.		Farner Signature	
1	LORELEI FARMER		•	
**	Commission # 1100013 Notary Public — California	n e s.	1	. ~
1	Sonoma County My Comm. Expires Jun 9, 2000	(2)	James Jisheng Song	
		-	ames Jisheng Song	
(2)	State of California	.)		
	County of Sonoma) _)		
	On Dc . 12, 1996 before	me Lorelei	Farmer Notary	Public personally
appear	On <u>Dc. 12, I996</u> before ed <u>James Jisheng Song</u> , perso	onally known to me (proved to me on the basis of s	atisfactory evidence) to be
execute	son(≴) whose name(≼) is/are su d the same in his/her/#He# auth	horized capacity(i es), a	nd that by his/her/their signatur	to me that ne/she/they re(s) on the instrument the
person(, or the entity upon behalf of			,
MATRIE	SS my hand and official seal.	Loro C es	- Faumes Signature	
VVIINE	55 my hand and official seal.		Signature	
	LORELEI FARMER			
-44	Commission # 1100013 Notary Public — Collamba			
	Sonoma County My Comm. Beptres Jun 9, 2000	Ĭ	How MSI D	· /
	my callit spres July, 200	(3)	Hung Minh Dinh	1 1 1 1
•	. California			
(3)	State of <u>California</u> County of <u>Sonoma</u>	_)		
	County of Sonoma	ذ_		
	On <u>Dec 11, 1996</u> before ed <u>Hung Minh Dinh</u> , personall	me, Lorelei F	armer Notary Pu	blic, personally
appear person	ed <u>Hung Minh Dinh ,</u> personall _! (x) whose name(s) is/a r∈ subso	ly known to me (or∶prov cribed to the within instr	ed to me on the basis of satisf ument and acknowledged to m	actory evidence) to be the
the san	ne in his/her/their authorized ca entity upon behalf of which the p	apacity(ibs), and that by	his/her/their signature(e) on th	e instrument the person(s),
or are c	mary apon benear or writer are p	, -		
WITNE	SS my hand and official seal.	Lorelei	tarner	
			Signature	
}				
	LORELEI FARMER Commission # 1100013	<u> </u>		

		(4) Jose Roberto Santiano Fernandez
		ause Ruberto Santiano Pernandez
(4)	State of California	
	County of Sonoma	
	On Dec 11,1996 before me, Lore	ple, Furmer Notary Public, personally anally known to me (or preved to me on the basis of satisfactory
appea	ared <u>Jose Roberto Santiano Fernandez</u> perso	onally known to me (or preved to the on the basis of satisfactory
		subscribed to the within instrument and acknowledged to me that prized capacity(ies), and that by his/har/their signature(x) on the
		of which the person() acted, executed the instrument.
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WITN	NESS my hand and official seal.	Signature
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10	LORELE FARMER	
	Commission # 1 100013	
1 1/2	Sanorna County My Comm. Expires Jun 9, 2000	the state of the
_	, carin care 3017, 200	(5) <u>Caroline Stephanie Gan Lazovick</u>
	A + C	Sarolino Gerrianie San Lazonek
(5)	State of California	•
	County of Sonoma)	
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annes	On <u>Vec. [1, 1976]</u> before me, <u>LOY</u>	rele: Farmer Notary Public, personally hally known to me (or proved to me duthe basis of satisfactory
eyide	mce) to be the person(\$) whose name(s) is/are	subscribed to the within instrument and acknowledged to me that
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ii isu ui	intent the personipsy, or the entity upon behalf of	of which the personast acted, executed the instrument.
	$\mathcal{L}_{\mathcal{C}}$	rele Farmer
WIIN	NESS my hand and official seal.	Signature
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4 "	Sonoma County My Comm. Busines Jun 9, 2000	

RECORDED: 06/21/1999