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FORM PTO-1592 (Rev. 5-93)		RECORDATION FORM COVER SHEET		U.S. Department of Commerce	
OMB No. 0651-0011 (exp. 4-99)		PATENTS ONLY		Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.					
1. Name of conveying party(ies): Ilya Klebanov, Edward G. Callway, Chun Wang and Ivan W.Y. Yang Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): ATI International, SRL Beaumont House Hastings Christ Church Barbados, West Indies Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other Execution Date: 10/12/99; 9/8/99; 9/10/99; 9/10/99			<input type="checkbox"/> Merger <input type="checkbox"/> Change of Name		
4. Application number(s) or registration number(s): ; Attorney Docket No. 0100.9900680 If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s): 09/398,913 B. Patent No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: J. Gustav Larson Markison & Reckamp, P.C. 175 West Jackson Boulevard - Suite 1015 City: Chicago State: Illinois Zip: 60604			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 C.F.R. 3.41)----- \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account if check insufficient or inadvertently omitted 8. Deposit account number: <u>50-0441</u> (Attach duplicate copy of this page if paying by deposit account)		
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. J. Gustav Larson Name of Person Signing, Reg. No. 39,263 Signature Date 1-6-00 Total number of pages including cover sheet, attachments and documents: 4					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Office of Public Records,
Crystal Gateway 4, Room 335, Washington, D.C. 20231

01/06/00 THU 10:49 FAX 9059442640

ATI Legal Department

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Atty. Docket No. 0100.9900680

PATENT APPLICATION**ASSIGNMENT OF U.S. PATENT APPLICATION**

This is an assignment of patent rights between the inventor(s) Ilya Klebanov, Edward G. Callway, Chun Wang and Ivan W.Y. Yang (herein after referred to as the Inventor) and ATI International, SRL having a place of business at Beaumont House, Hastings Christ Church, Barbados, West Indies (herein after referred to as the Assignee).

WHEREAS, Inventor has caused to be prepared a United States Patent Application in the Inventor's name entitled **METHOD AND APPARATUS FOR RECEIVING DIGITAL VIDEO SIGNALS** having a docket number of 0100.9900680 (herein after referred to as the Patented Invention); and

WHEREAS, Assignee has a desire to acquire all rights, title, and interest in the Patented Invention.

NOW, THEREFORE, the parties agree as follows:

1. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in the Patented Invention and all patents that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part to the Assignee.
2. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in any foreign (non U.S.) national patent application, invention registration, or equivalent (Foreign Applications), claiming approximately the same subject matter of the Patented Invention to the Assignee.
3. The transfer set forth in Paragraph (2.) is in consideration for the sum of one dollar (\$1) U.S. (or its equivalent) and/or other consideration for which both parties acknowledge to be valuable, having been conveyed to the Inventor by the Assignee. Consideration may include at least one of: employment, an independent contractor agreement, monetary payment, or other benefit hereby acknowledged as received.
4. Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue the patent for the Patented Invention, and all resulting patents therefrom, insofar as Inventor's interest is concerned, to the Assignee.
5. The Inventor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in the Assignee.
6. The Inventor hereby further agrees to communicate with the Assignee any facts its knows regarding any improvements of the Patented Invention while employed by Assignee and for one year thereafter.

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ATI Legal Department

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Atty. Docket No. 0100-990068

7. The Inventor hereby yet further agrees to, with respect to the referenced patent application, at the expense of the Assignee:

- i) testify in any legal proceedings,
- ii) sign all lawful papers,
- iii) execute all divisional, continuation, continuation-in-part, reissue and substitute applications,
- iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patented Invention in all countries, and
- v) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Application or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above identified invention.

This assignment is executed on the date(s) of which the Inventor has signed.

Inventor:

Ilya Klebanov

Date:

Oct. 12/99

State/Province of Ontario

County of York

SS:

Before me personally appeared said

foregoing instrument to be his/her free act and deed this

and acknowledge the

day of October, 1999

Seal

LISA LORRAINE FICE, Notary Public, Regional Municipality of York, limited to the attestation of instruments and the taking of affidavits, for ATI Technologies Inc. and its subsidiary companies. Expires February 5, 2002.

(Notary)

Edward G. Callway

Date:

Sept 8/99

State/Province of Ontario

County of York

SS:

Before me personally appeared said

foregoing instrument to be his/her free act and deed this

and acknowledge the

day of September, 1999

Seal

(Notary)

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ATI Legal Department

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Atty. Docket No. 0100. 990068

Chun Wang 10 Sept. 1999
Chun Wang Date:

Regional Municipality of York
State/Province of Ontario SS:
County of York
Before me personally appeared said Chun Wang and acknowledge the foregoing instrument to be his/her free act and deed this 10th day of Sept, 1999.
Lisa Lorraine Rice, Notary Public, Regional Municipality of York, limited to the execution of instruments and the taking of affidavits, for ATI Technologies Inc. and its subsidiary companies. Expires February 5, 2002.
Ivan W. Yang 10th Sept 1999
Ivan W. Yang Date:

Regional Municipality of York
State/Province of Ontario SS:
County of York
Before me personally appeared said Ivan W. Yang and acknowledge the foregoing instrument to be his/her free act and deed this 10th day of Sept, 1999.
Lisa Lorraine Rice, Notary Public, Regional Municipality of York, limited to the execution of instruments and the taking of affidavits, for ATI Technologies Inc. and its subsidiary companies. Expires February 5, 2002.
Lisa Rice
Lisa Lorraine Rice, Notary Public, Regional Municipality of York, limited to the execution of instruments and the taking of affidavits, for ATI Technologies Inc. and its subsidiary companies. Expires February 5, 2002.