

**ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR
LETTERS PATENT OF THE UNITED STATES OF AMERICA**

I hereby declare that I am the sole inventor (if only one inventor is named below) or an original, first and joint inventor (if plural inventors are named below) of the invention relating to "VIDEO SYSTEM WITH CONTINUOUS DOWNLOAD" described in an application for Letters Patent of the United States of America filed on _____, Application No. _____, or, if not identified here by filing date and serial number, executed by me on even date with my execution of this Assignment.

For valuable consideration received, I hereby sell, assign and transfer to Sprint Communications Company L.P., a corporation duly organized and existing under the laws of the State of Delaware, United States of America, its successors and assigns, my entire right, title and interest, for all countries in and to said inventions and all the rights and privileges under any and all Letters Patent that may be granted therefore, and any divisions, continuations, reissues and extensions thereof.

I agree that, when requested, I will, without charge to said corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said corporation, its successors, assigns or nominees. If I fail to perform those acts requested in the previous sentence, damages will be the amount of any honorarium that I received for this invention(s). This will not preclude Sprint or its successors, assigns and nominees from taking any action for securing, maintaining, or vesting title to Sprint, or its successors, assigns and nominees.

I agree that I will communicate to said corporation or its representatives any facts known to me respecting said inventions and when requested by said corporation and at its expense will testify in any legal proceedings, and generally do everything possible to aid said corporation, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said corporation, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said corporation or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with Sprint Communications Company L.P., its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have the full right to convey the same as herein expressed.

This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above identified application.

After this Assignment has been recorded, please return it to :

Attn: Harley R. Ball
Sprint Law Department
8140 Ward Parkway
Mailstop: MOKCMP0506
Kansas City, Missouri 64114

SOLE or JOINT INVENTOR

Inventor: Howard G. Page
(Printed Name)

Howard G. Page
(Signature)

Citizenship: United States of America

Date: 1/27/2000

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1st Witness: Louise Fischer
(Type or Print)

L. S. Fin
(Signature)

2nd Witness: Jay Cee Straley
(Type or Print)

Jay Cee Straley
(Signature)

SOLE or JOINT INVENTOR

Inventor: Mike O'Brien
(Printed Name)

Mike O'Brien
(Signature)

Citizenship: United States of America

Date: _____

Post Office Address:

Residence: 44 Oviedo Court, Pacifica, CA 94044

1st Witness: Louise Fischer
(Type or Print)

L. S. Fin
(Signature)

2nd Witness: Jay Cee Straley
(Type or Print)

Jay Cee Straley
(Signature)