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Docket No.: 533/043

FORM PTO-1595 (Modified)

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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P08/REV02

Tab settings



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aidan James Smyth and
Christopher W.B. Goode

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

Name: DIVA Systems Corporation

Internal Address: _____

Street Address: 800 Saginaw DriveCity: Redwood City State: CA ZIP: 94063Additional name(s) & address(es) attached? ☐ Yes ☒ No

Additional names(s) of conveying party(ies)

☐ Yes ☒ No3. Nature of conveyance: MRD 2-25-2000☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: _____

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

09/458,319

02/28/2000 KZENDIE 00000094 200782 09458319

01 FC:581

40.00 CH

Additional numbers attached? ☐ Yes ☒ No

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

Name: Eamon J. WallInternal Address: Thomason Moser & Patterson LLPStreet Address: P.O. Box 8160City: Red Bank State: NJ ZIP: 07701

6. Total number of applications and patents involved

1

7. Total fee (37 CFR 3.41):.....\$ 40.00☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0782

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.

Eamon J. Wall

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

6

PATENT

REEL: 010570 FRAME: 0080

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- 1) Aidan James Smyth
147 Kingston Street, San Francisco, CA 94110
- 2) Christopher W.B. Goode
722 Creek Drive, Menlo Park, CA 94025
- 3) . ,
- 4)
- 5)
- 6)

(hereinafter referred to as Assignors), have invented a certain invention entitled:

METHOD FOR REDUCING LATENCY IN AN INTERACTIVE INFORMATION DISTRIBUTION SYSTEM

for which I (we) have filed an application for a Patent of the United States on December 10, 1999 , that has been accorded Serial No. 09/458,319 ; and

WHEREAS, DIVA Systems Corporation , a corporation of the State of Delaware , having a place of business at 800 Saginaw Drive, Redwood City, CA 94063 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

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

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for

reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives. and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	<u>1/24/2000</u> Date	<u>Aidan Smyth</u> Aidan James Smyth
2)	_____ Date	_____ Christopher W.B. Goode
3)	_____ Date	_____
4)	_____ Date	_____
5)	_____ Date	_____
6)	_____ Date	_____

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

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147 Kingston Street, San Francisco, CA 94110
- 2) Christopher W.B. Goode
722 Creek Drive, Menlo Park, CA 94025
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reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

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4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	_____	_____
	Date	Aidan James Smyth
2)	1/21/00	_____
	Date	Christopher W.B. Goode
3)	_____	_____
	Date	
4)	_____	_____
	Date	
5)	_____	_____
	Date	
6)	_____	_____
	Date	