To the Honorable Assistant Commissioner for Patents

1. Name of conveying party(ies):
Maxim B. Belotserkovsky, and
Louis Robert Litwin, Jr.

Additional name(s) of conveying party(ies) attached:

2. Name and address of receiving party(ies):
Name: THOMSON LICENSING S.A.
Internal Address:

Street Address: 46 Quali A. Le Gallo
92648 Boulogne Cedex
FRANCE

City: State: Zip:

3. Nature of conveyance:
Assignment X Merger
Security Agreement Change of Name
Other

Execution Date: February 15, 2000

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: February 15, 2000
A. Patent Application No(s):

09/511185

Additional numbers attached? Yes No X

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: JOSEPH S. TRIPOLI
Internal Address: Thomson multimedia Licensing Inc.
Patent Operations

Street Address: P.O. Box 5312
City: PRINCETON State: NEW JERSEY Zip: 08543-5312

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41):
$40.00
Enclosed
X Authorized to be charged to deposit account

8. Deposit account number: 07-0832

DO NOT USE THIS SPACE


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.

Vincent E. Duffy
Name of Person Signing
Registration No. 39,964

Signature

February 22, 2000
Date

Total number of pages including cover sheet, attachments, and document: 2

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

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

03/23/2000
03/23/2000
00000130
070832
09511185
01 FC:581
40.00 CH

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1009C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.
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 one of 2 joint inventors (if plural inventors are named below) of the inventions relating to ORTHOGONAL FREQUENCY DIVISION MULTIPLEXING SYSTEM described in an application for Letters Patent of the United States of America filed on or, if not identified here by filing date and serial number, executed by me on even date with my execution of this Assignment/Agreement. For valuable consideration received, I hereby sell, assign and transfer to THOMSON LICENSING S.A., 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 therefor, 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.

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 and 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 hereafter 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 hereafter be substituted for it.

I covenant with THOMSON LICENSING S.A., 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 full right to convey the same as herein expressed.

<table>
<thead>
<tr>
<th>Signed at</th>
<th>Indianapolis, Indiana</th>
<th>Date</th>
<th>2/15/00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventor (1)</td>
<td>Maxim B. Belotserkovsky</td>
<td>(Type or Print)</td>
<td>(Signature in Full. No Initials.)</td>
</tr>
<tr>
<td>Post Office Address</td>
<td>9108 Bryant Lane 3A, Indianapolis, Indiana 46250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Witness</td>
<td>John Richardson</td>
<td>(Type or Print)</td>
<td>(Signature in Full. No Initials.)</td>
</tr>
<tr>
<td>2nd Witness</td>
<td>Clare A. Downs</td>
<td>(Type or Print)</td>
<td>(Signature in Full. No Initials.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signed at</th>
<th>Indianapolis, Indiana</th>
<th>Date</th>
<th>2/15/00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventor (2)</td>
<td>Louis Robert Litwin, Jr.</td>
<td>(Type or Print)</td>
<td>(Signature in Full. No Initials.)</td>
</tr>
<tr>
<td>Post Office Address</td>
<td>126 Pineview Drive #8, Carmel, Indiana 46032</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Witness</td>
<td>John Richardson</td>
<td>(Type or Print)</td>
<td>(Signature in Full. No Initials.)</td>
</tr>
<tr>
<td>2nd Witness</td>
<td>Clare A. Downs</td>
<td>(Type or Print)</td>
<td>(Signature in Full. No Initials.)</td>
</tr>
</tbody>
</table>

| | | | |
| | | | |

After this Assignment has been recorded please RETURN to: Patent Operations THOMSON multimedia Licensing Inc. P.O. Box 5312 Two Independence Way Princeton, NJ 08543-5312

RECORDED: 02/22/2000

PATENT
REEL: 010625 FRAME: 0630