

12-19-2000

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Correspondent Name and Address

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Name Kenneth Leeds

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Patent Application Number(s)

09/925209

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was
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Patent Cooperation Treaty (PCT)

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1

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indicated herein.

Kenneth E. Leeds

Name of Person Signing



Signature

12/13/00

Date

PATENT ASSIGNMENT AGREEMENT

WHEREAS, the undersigned, Lextron Systems, Inc., a California corporation having a principal place of business at 20264 Ljepava Drive, Saratoga, California 95070 ("Assignor"), is the owner of the entire right, title and interest to U.S. Patent Application Serial No. 08/825,209 entitled SIMULCAST WEB PAGE DELIVERY (the "Assigned Patent"); and

WHEREAS, iSurfTV, a California corporation having a principal place of business at 413 Tasman Drive, Sunnyvale, California 94089 ("Assignee"), is desirous of acquiring the Assigned Patent and any rights in the Assigned Patent as set forth in the Settlement Agreement between the parties.

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

1. Effective Dec. 13, 2000, Assignor does hereby sell, assign, transfer and convey unto Assignee, all of its right, title and interest in said Assigned Patent, including all divisional, and continuation applications based on said Assigned Patent, and any reissues of said Assigned Patent, together with the right to sue and recover for past, present and future infringement.

2. Assignor hereby covenants and agrees to provide reasonable cooperation with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and any other foreign countries. Such reasonable cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee and agreed to by Assignor which agreement shall not be unreasonably withheld, (a) for perfecting in Assignee the right, title

and interest herein conveyed; (b) for filing and prosecuting divisional, continuing or additional applications covering the Assigned Patent; (c) for filing and prosecuting applications for reissuance of any of the Assigned Patent; (d) for interference or other priority proceedings involving the Assigned Patent; and (e) for legal proceedings involving the Assigned Patent for infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee. Lextron shall be reimbursed its reasonable expenses, at Lextron's then-prevailing billing rate, for the time spent by any of its employees for performing Lextron's obligations under this section 2.

3. The terms and covenants of this assignment shall inure to the benefit of Assignee, their successors and assigns, and shall be binding upon Assignor and its assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee effective the 13 th day of December, 2000.

ASSIGNOR: LEXTRON SYSTEMS, INC.

Today's

Date: Dec 13th, 2000 By: Dan Kikinis

Signature: [Signature]

Title: President

State of Calif

County of Santa Clara



On Dec 13, 2000 before me, [Signature], Notary Public, personally appeared Dan Kikinis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public