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FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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P08/REV02

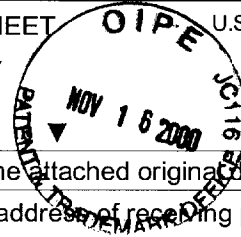
12-12-2000



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COVER SHEET

FILE



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
John S. HENDRICKS
 8723 Persimmon Tree Rd.
 Potomac, MD 20854

Alfred E. BONNER
 8300 Bradley Blvd.
 Bethesda, MD 20817

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
 Name: **Discovery Communications, Inc.**
 Internal Address: _____
 _____ **11-16-00** _____
 Street Address: **7700 Wisconsin Avenue**
 City: **Bethesda** State: **MD** ZIP: **20814**

Additional name(s) & address(es) attached? Yes No

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

Execution Date: **October 23, 2000**

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)
S.N. 09/597,891
filed: 06/19/00

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **John K. Harrop**
 Internal Address: **DORSEY & WHITNEY LLP**

 Street Address: **1001 Pennsylvania Avenue N.W.**
Suite 300 South
 City: **Washington** State: **DC** ZIP: **20004**

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:
04-1425

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.

John K. Harrop, Reg. No. 41,817 _____ **November 16, 2000**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **3**

ASSIGNMENT

WHEREAS, we, John S. Hendricks, of 8723 Persimmon Tree Road, Potomac, Maryland 20854, and Alfred E. Bonner, of 8300 Bradley Boulevard, Bethesda, Maryland 20817, have invented certain new and useful improvements in a APPARATUS AND METHOD FOR PACKAGING PROGRAMS IN A TELEVISION PROGRAM DELIVERY SYTEM, for which an application for Letters Patent of the United States has been filed, which may be identified in the United States Patent and Trademark Office by Serial No. 09/597,891, filed June 19, 2000; and

WHEREAS, Discovery Communications, Inc. ("DCI"), a corporation organized and existing under the laws of the State of Delaware, and having a business address at 7700 Wisconsin Avenue, Bethesda, Maryland 20814-3522, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), other good and valuable consideration to us in hand paid by the said DCI, the receipt of which is hereby acknowledged, plus additional consideration, if any, that the shareholders of DCI might determine appropriate, we have sold, assigned and transferred, and by this writing, do hereby sell, assign and transfer unto said DCI, its successors and assigns, our entire right, title and interest in and to said invention, said application and the Letters Patent, both foreign and domestic, that may or shall issue, including all of my entire rights under International Conventions, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We hereby authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of International Conventions.

Upon Said Consideration, we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further consideration, but at the expense of said Assignee, its successors or assigns, execute such additional writings and do such additional acts as said Assignee, its successors or assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we, John S. Hendricks, and Alfred E. Bonner have signed and delivered this Assignment on the dates set forth below.

Date: 10/31/2000



John S. Hendricks

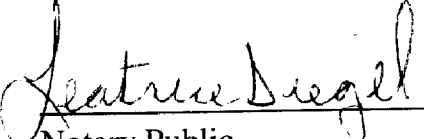
Date: 10-23-2000



Alfred E. Bonner

STATE OF MARYLAND)
) ss.
COUNTY OF MONTGOMERY)

On this 31st day of October, 2000, before me a Notary Public, personally appeared John S. Hendricks, known to me to be the person who executed the foregoing Assignment and acknowledged that he executed the same as his free act and deed.



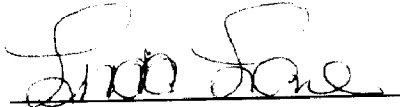
Notary Public

SEAL

DISTRICT OF COLUMBIA)
) ss.

**My Commission Expires
November 1, 2002**

On this 23rd day of October, 2000, before me a Notary Public, personally appeared Alfred E. Bonner, known to me to be the person who executed the foregoing Assignment and acknowledged that he executed the same as his free act and deed.



Notary Public

SEAL

LINDA LANE
Notary Public, District of Columbia
My Commission Expires July 14, 2004