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

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1. Name of conveying party(ies): Execution Date:
The Regents of the University of California
September 28, 1998

Additional name(s) of conveying party(ies) attached? Yes No

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

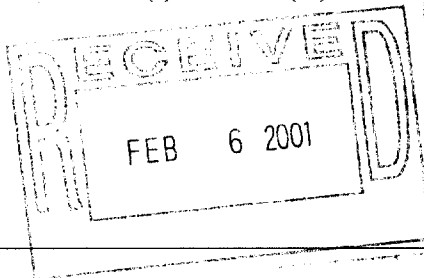
Name: Hotv, Inc.
Address: 12625 High Bluff Drive
San Diego, CA 92130

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution date: See Above



4. Application number(s) and/or patent number(s):

A. Patent Application No(s).

B. Patent No(s). 5,583,994
5,592,626

Additional numbers attached? Yes No

If this document is being filed together with a new patent application, enter the date the patent application was signed by the first named executing inventor: _____

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

Leonard J. Hope, Esq.
Customer No. 26389
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}
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Seattle, WA 98101-2347

206.682.8100

6. Total number of applications and/or patents involved: 2

7. Total fee (37 C.F.R. 3.41):..... \$ \$80.00

Enclosed Check No. 124923 includes the recordation fee.

8. The Director is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17 and 1.18 which may be required during the entire pendency of the application, or credit any overpayment, to Deposit Account No. 03-1740. This authorization also hereby includes a request for any extensions of time of the appropriate length required upon the filing of any reply during the entire prosecution of this application.

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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.

Leonard J. Hope
Name of Attorney or Agent
Registration No. 44,774
Direct Dial 206.695.1729

Leonard J. Hope
Signature

1/30/01
Date

Total number of pages including cover sheet, attachments, and document: 4

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid and addressed to the Director - U.S. Patent and Trademark Office, Washington, D.C. 20231, on the below date.

Date: 1/30/01

Charlene Gardner

ASSIGNMENT OF ASSIGNOR'S RIGHTS

THIS ASSIGNMENT OF ASSIGNOR'S RIGHTS (the "Patent Assignment") is made as of the 28th day of September 1998, by The Regents of the University of California, a California non-profit corporation having its statewide administrative offices located at 1111 Franklin Street, 12th Floor, Oakland, CA 94607-5200, acting through its Technology Transfer Office, University of California, San Diego, 9500 Gilman Drive, MC 0910, La Jolla, CA 92093-0910 (hereinafter "the Assignor"), and HOTV, Inc., a California corporation having a place of business at 12625 High Bluff Drive, San Diego, California 92130 (hereinafter "the Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee have entered into that certain Patent Purchase Agreement (the "Purchase Agreement") dated as of the date hereof pursuant to which Assignor has agreed to sell, transfer, convey, assign, deliver and set over unto Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under the patents listed in section 2. below (the "Patents"), subject to the terms and conditions of the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees as follows:

1. The capitalized terms used in this Patent Assignment that are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement unless the context hereof otherwise requires.

2. Subject to the terms and conditions of the Purchase Agreement and this Patent Assignment, the Assignor hereby sells, transfers, conveys, assigns and sets over unto the Assignee the Assignor's entire right, title and interest in, to and under each of the Patents set forth as follows [hereinafter the "Patents"] including, without limitation, all divisions, continuations, continuations-in-part, reissues, renewals and extensions thereof, all rights to priority, and all claims for profits or damages by reason of past infringement of any of the Patents, together with the right to sue for and collect such profits and damages for its own use and enjoyment and for the use and enjoyment of its successors and assigns:

U.S. Patent number 5,583,994 issued December 10, 1996 for a SYSTEM FOR EFFICIENT DELIVERY OF MULTIMEDIA INFORMATION USING HIERARCHICAL NETWORK OF SERVERS SELECTIVELY CACHING PROGRAM FOR A SELECTED TIME PERIOD in the name of inventors P. Venkat Rangan [hereinafter the "'994 Patent"]; and

U.S. Patent number 5,592,626 issued January 7, 1997 for a SYSTEM AND METHOD FOR SELECTING CACHE SERVER BASED ON

TRANSMISSION AND STORAGE FACTORS FOR EFFICIENT DELIVERY OF MULTIMEDIA INFORMATION IN A HIERARCHICAL NETWORK OF SERVERS in the name of inventors Christos Papadimitriou and P. Venkat Rangan [hereinafter the "'626 Patent"]

3. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governmental authorities or agencies to issue or transfer all of the Patents to the Assignee as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this Patent Assignment.

4. Subject to the terms of the Purchase Agreement, the Assignor shall at any time and from time to time upon request, at the expense of the Assignee, promptly execute and deliver any and all papers and documents and do all other lawful acts as the Assignee, in its reasonable judgement, shall deem to be necessary or desirable in order to perfect the title to the Patents in the Assignee and its successors and assigns.

5. Each copy of this Patent Assignment which is signed by the Assignor in order to facilitate the recording of the Assignee's interest in the Patents shall be deemed an original.

6. The agreements, obligations, covenants, representations and warranties of the Assignor and the Assignee contained in the Purchase Agreement are not merged into this Patent Assignment and shall, to the extent provided in the Purchase Agreement, survive the execution and delivery of this Patent Assignment and the consummation of the transactions contemplated by the Purchase Agreement.

7. The Assignor's assignment of the Patents to the Assignee shall terminate and be of no further force and effect, and all right, title and interest in, to and under the Patents, including without limitation all divisions, continuations, continuations-in-part, reissues, renewals and extensions thereof, all rights to priority, and all claims for profits or damages by reason of past infringement of any of the Patents, together with the right to sue for and collect such profits and damages for its own use and enjoyment and for the use and enjoyment of its successors and assigns, shall revert to and vest in the Assignor upon the occurrence of certain events and under the terms and conditions specified in the Purchase Agreement.

8. This Patent Assignment and all of the terms and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

9. THIS PATENT ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPALS THEREOF. This Agreement shall be performable in San Diego, California and

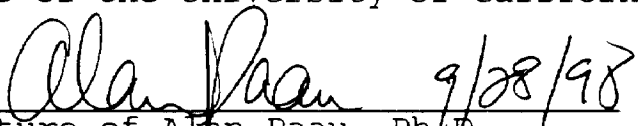
any and all actions and proceedings relating to or arising out of this Assignment shall be brought and maintained in a court of competent jurisdiction sitting in San Diego, California.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Patent Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR

The Regents of the University of California

By:

 9/28/98

Signature of Alan Paau, Ph.D.

Director, Technology Transfer Office

University of California, San Diego

9500 Gilman Drive, MC 0910

La Jolla, CA 92093-0910

Representative of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Acting on behalf of THE REGENTS OF THE UNIVERSITY OF

CALIFORNIA

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