

08-10-2001

DIVA/253

FORM 172-1596

(Rev. 6-93)

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

REC



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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 document or copy thereof.

## 1. Name of conveying party(ies):

Yong Ho Son  
Christopher W.B. GoodeAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: Son - 7/12/01; Goode - 4/3/01

## 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

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

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

A. Patent Application No.(s): Serial No. 09/772,287, filed January 29, 2001

B. Patent No.(s)

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: 595 Shrewsbury Avenue, Suite 100City: Shrewsbury State: NJ Zip: 077026. Total number of applications and patents involved: 17. Total fee (37 C.F.R. 3.41)----- \$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number:  
50-1316

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: 5

08/09/2001 08:01:00 00000165 001316 09770287

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

E:\TERMINALS\NEW-PATENT\ASSIGNMENT.COVER.DOC

## ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- 1) Yong Ho Son  
535 Arastradero #310, Palo Alto, California 94306
- 2) Christopher W.B. Goode  
722 Creek Drive, Menlo Park, California 94025
- 3)
- 4)
- 5)
- 6)

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

### METHOD AND APPARATUS FOR CONTENT DISTRIBUTION VIA NON-HOMOGENEOUS ACCESS NETWORKS

for which I (we) have filed an application for a Patent of the United States on January 29, 2001, that has been accorded Serial No. 09/772,287; and

WHEREAS, DIVA Systems Corporation, a corporation of the State of Delaware, having a place of business at 800 Saginaw Drive, Redwood City, California 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>07/12/01</u> Date	<u>Yong Ho Son</u> Yong Ho Son
2)	<u>                    </u> Date	<u>Christopher W.B. Goode</u> Christopher W.B. Goode
3)	<u>                    </u> Date	<u>                                    </u>
4)	<u>                    </u> Date	<u>                                    </u>
5)	<u>                    </u> Date	<u>                                    </u>
6)	<u>                    </u> Date	<u>                                    </u>

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WHEREAS:

Names and Addresses of Inventors:

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535 Arastradero #310, Palo Alto, California 94306
- 2) Christopher W.B. Goode  
722 Creek Drive, Menlo Park, California 94025
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(hereinafter referred to as Assignors), have invented a certain invention entitled:

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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.

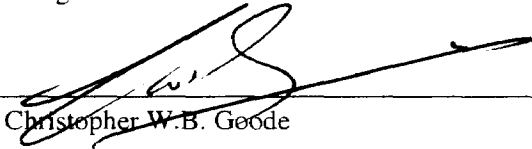
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reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation 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	Yong Ho Son
2)	<u>April 3, 2001</u>	
	Date	Christopher W.B. Goode
3)	_____	_____
	Date	
4)	_____	_____
	Date	
5)	_____	_____
	Date	
6)	_____	_____
	Date	