

09-14-2001



RECORDATION SHEET
101842756
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New *19/10/01*

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, **PATENT**

REEL: 012145 FRAME: 0589

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

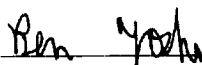
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Ben Yorks



September 5, 2001

Name of Person Signing

Signature

Date

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Agreement") is made as of August ~~24~~, 2000 ("Effective Date"), by and between Craig T. Moncreiff, an individual ("Assignor"), and Interactive Broadcaster Services Corporation, a California corporation ("Assignee"), with reference to the following facts.

RECITALS

- A Assignor owned and operated a sole proprietorship entitled Keep Tabs, Inc. ("Keep Tabs") from 4/22 1996 to 11/13, 1996
- B. Keep Tabs and Assignee entered into an Intellectual Property Rights Assignment and Technology Transfer Agreement dated as of April, 1998 whereby Keep Tabs Inc. transferred certain intellectual property to Interactive Broadcaster Services Corporation ("Keep Tabs Assignment").
- C. Assignor filed an Assignment ("Patent Assignment") dated as of November 14, 1996 with the United States Patent and Trademark Office whereby Assignor assigned to Assignee all right, title, and interest to the patent entitled "Computer Network Chat Room Based on Channel Broadcast in Real Time."
- D. Assignee and Charter Communications Inc., a Delaware corporation ("Charter") have entered into a Merger Agreement and Plan of Reorganization ("Merger Agreement") dated as of August 7, 2000 that is contingent upon Charter's being satisfied with the results of the due diligence process.
- E. During the course of the Merger Agreement due diligence process Charter and Assignee were unable to identify documents whereby Assignor assigned to either Keep Tabs or Assignee any Intellectual Property Rights (as defined below) and Trademark Rights (as defined below) that resulted from Assignor's work for either Keep Tabs or Assignee.
- F. Assignor and Assignee acknowledge and agree that (1) they always intended that all work done by Assignor from January 1, 1996 until the Effective Date was done for Keep Tabs or Assignee and that Assignor would assign any Intellectual Property Rights and Trademark Rights that resulted from such work to Keep Tabs and Assignee, as appropriate, (2) they reasonably believe that that intent was originally documented in employment agreements with Assignor, and (2) this document is only meant to document that intent and to replace the missing documents.
- G. Assignor and Assignee acknowledge and agree that the execution of this agreement is a condition to the Merger Agreement becoming binding.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

1 Definitions

1.1 "**Assigned Intellectual Property**" means any and all of the Intellectual Property Rights which the Assignor authored, created, invented, or otherwise developed between January 1, 1996 and the Effective Date including without limitation, those Intellectual Property Rights listed on Schedule 1, 2, and 4 hereto.

1.2 "**Assigned Trademark Rights**" means any and all of the Trademark Rights which the Assignor filed an application or registered or created through use in commerce between January 1, 1996 and the Effective Date including without limitation, those Intellectual Property Rights listed on Schedule 3 hereto.

1.3 "**Intellectual Property Rights**" means any and all rights affecting intellectual or industrial property existing now or in the future in the United States or anywhere in the universe except Trademark Rights, including, without limitation, any and all rights under the laws of copyright, domain names, patent, trade secret, publicity, privacy, "droit moral", moral rights, and any foreign counterparts of the foregoing.

1.4 "**Trademark Rights**" means any rights under trademark, trade dress and unfair competition laws under federal or common law existing now or in the future in the United States or similar laws anywhere in the universe.

2. Consideration On the Effective Date, Assignee will pay Assignor ten U.S. dollars (\$10.00) in return for Assignor's promises under this agreement

3. Assignment. To the extent not already assigned and transferred to Assignee, as of the Effective Date Assignor transfers, conveys, and assigns to the Assignee all right, title and interest in and to the Assigned Intellectual Property, such Assigned Intellectual Property to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made, together with all claims and demands it may have either at law or in equity arising out of any past infringements of the Assigned Intellectual Property.

4. Trademark Assignment. To the extent not already assigned and transferred to Assignee, as of the Effective Date Assignor transfers, conveys, and assigns to the Assignee all right, title and interest in and to the Assigned Trademark Rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made, together with (A) the goodwill of the business symbolized by the mark, (B) Assignor's entire right, title and interest in and to all State registrations of the mark heretofore granted or applied for, (C) any and all common law rights to the Trademark in the United States and any state thereof, and (D) any and all claims and demands it may have either at law or in equity arising out of any past infringements.

5. **Further Assurances** Assignor agrees to communicate to Assignee, its successors, assigns and legal representatives, all facts known to it pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers instruments or documents, execute all divisional, continuing and reissue applications, make all rightful oaths, and in general perform or forbear from all lawful acts necessary or proper to aid Assignee, its successors, assigns and legal representatives or nominees in obtaining, maintaining and enforcing all lawful protection for the Assigned Intellectual Property and Assigned Trademark Rights, in any and all countries

6 **Representations and Warranties.**

6.1 Assignor represents and warrants to the Assignee that except to the extent previously assigned under the Keep Tabs Assignment and the Patent Assignment, that

6.1.1 he has all right, title and interest necessary to make the transfers and assignments hereunder,

6.1.2 Assignee shall receive complete and exclusive right, title, and interest in and to all tangible and intangible property rights existing in the Assigned Intellectual Property and Assigned Trademark Rights free and clear of all liens, claims encumbrances, rights, or equities whatsoever of any third party; and

6.1.3 Assignor has not entered into any agreement, license, release, or order that restricts the right of Assignor or Assignee to exploit Intellectual Property Rights or Trademark Rights in the Assigned Intellectual Property and Assigned Trademark Rights in any way; and that Assignor has not executed and will not execute any agreement in conflict herewith

6.2 **No Infringement.** Assignor represents and warrants to Assignee, that to the knowledge of Assignor, the Assigned Intellectual Property and Assigned Trademark Rights does not infringe the rights of any other person or entity and that to the knowledge of Assignor, no claim, litigation, or proceeding of any such infringement or violation has been threatened or asserted, and no such claim is pending against Assignor, its subsidiaries, or its customers;

7. **Miscellaneous.**

7.1 **Notices.** All notices or other communications that shall or may be given pursuant to this Agreement, shall be in writing, in English, shall be sent by certified or registered air mail with postage prepaid, return receipt requested, by facsimile, telex or cable communication, or by hand delivery. Such communications shall be deemed given and received upon dispatch, if sent by facsimile, telex, or cable communication; or upon delivery if hand delivered; or within five (5) days of mailing, if sent by certified or registered mail, and shall be addressed to the parties as set forth below or to such other addresses as the parties may designate in writing from time to time

If to the Assignor:

Craig T. Moncreiff
7496 Ivanhoe Av. Suite 300B La Jolla, CA 92037
 Fax: 858.459.8038

with a copy to:

LUCE FORWARD HAMILTON & SCRIPPS LLP
600 W. Broadway, San Diego, CA 92101
 Attn: Darryl Steinhouse
 Fax: 619.232.8311

If to the Assignee:

Interactive Broadcaster Svcs Corp.
7496 Ivanhoe Av. Suite 300B, La Jolla, CA 92037
 Attn: Craig T. Moncreiff
 Fax: 858.459.8038

with a copy to:

LUCE FORWARD HAMILTON & SCRIPPS LLP
600 W. Broadway, San Diego, CA 92101
 Attn: Darryl Steinhouse
 Fax: 619.232.8311

7.2 **Entire Agreement** This Agreement sets forth the entire understanding of the parties with respect to the Assigned Intellectual Property, and supersedes any and all prior or contemporaneous agreements or understandings between the parties relating to such subject matter except for the Keep Tabs Assignment and the Patent Assignment. No person has any authority to make any representation or promise on behalf of any of the parties which is inconsistent with the representations set forth in the Agreement and the Agreement has not been executed in reliance on any promise or representation not set forth in the Agreement.

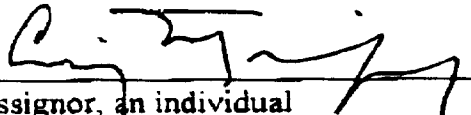
7.3 **Modification and Waiver** None of the terms or provisions hereof shall be modified or waived, and this Agreement may not be amended or terminated, except by a written instrument signed by the party against which any modification, waiver, amendment or termination is to be enforced. No waiver of any one provision shall be considered a waiver of any other provision, and the fact that an obligation or right is waived for a period of time or in one instance shall not be considered to be a continuing waiver.

7.4 **Governing Law** This Agreement has been negotiated and entered into in the state of California, will be performed primarily in the State of California, concerns a California company and resident, and all questions with respect to the Agreement and the rights and liabilities of the parties shall therefore be governed by the laws of that state, regardless of the choice of laws provisions of California or any other jurisdiction.

7.5 **Successors and Assigns.** This Agreement shall be binding upon the executors, administrators, estates, heirs, successors and legal representatives of the parties hereto

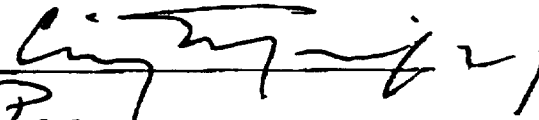
Each party acknowledges having read the entire Assignment of Intellectual Property Rights Agreement and by signing below, does thereby indicate its intent to be bound by all of the terms of this Agreement:

"Assignor"


Assignor, an individual

Accepted by "Assignee"

Interactive Broadcast Services Corporation, a California corporation

By: 
Its: Pres