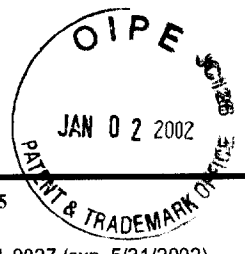


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Tab settings

To the Honorable Commissioner of Patents and Trademarks. Original documents or copy thereof.

1. Name of conveying party(ies):
L. JEFFREY KAPNER III
GEORGE B. HEFNER 1-2-02

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

2. Name and address of receiving party(ies)
 Name: **KEEN PERSONAL MEDIA, INC.**

Internal Address: _____

Street Address: **ONE MORGAN**

City: **IRVINE** State: **CA** Zip: **92618**

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **11 OCTOBER 2001**

4. Application number(s) or patent 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)
09/920,583 FILED 07/31/2001

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **MILAD G. SHARA, REG. 39,367**

Internal Address: _____

WESTERN DIGITAL TECHNOLOGIES

INTELLECTUAL PROPERTY DEPT. - C2

Street Address: **20511 LAKE FOREST DRIVE**

City: **LAKE FOREST** State: **CA** Zip: **92630**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-1209

(Attach duplicate copy of this page if paying by deposit account)

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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.

MILAD G. SHARA, REG. 39,367 **10-18-01**

Name of Person Signing Signature Date

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

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

02/08/2002 6TON11 00000020 231209 09920583
01 FC:581 40.00 CH

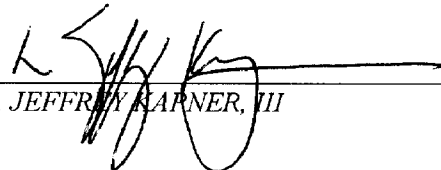
ASSIGNMENT

Whereas, I, L. JEFFREY KAPNER, III, a United States citizen, residing at Yorba Linda, California, have invented certain new and useful improvements in CLIENT TERMINAL FOR PROVIDING A SUBSCRIPTION TO A BUNDLE OF CHANNELS FROM A PROGRAM GUIDE (hereafter "Improvements") for which I have executed an application for a United States Patent filed on July 31, 2001, Application No. 09/920,583 (hereafter "Application"); and

Whereas, Keen Personal Media, Inc. (hereafter "Assignee"), a Delaware Corporation, desires to acquire the entire right, title, and interest in and to the Improvements and the Application.

Now, therefore, in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assignees, the entire right, title, and interest throughout the world in, to and under the Improvements, and the Application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereof and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for the Improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for the Improvements to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I hereby covenant and agree that I will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the Improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Improvements in all countries.



L. JEFFREY KAPNER, III
10.11.01
Date

State of CALIFORNIA)
) ss.
County of ORANGE)

On 11 OCTOBER 2001, before me, RITA K. KIMMEL, Notary Public, personally appeared L. JEFFREY KAPNER, III and 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 executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

Witness my hand and official seal.



Notary Public



ASSIGNMENT

Whereas, I, GEORGE B. HEFNER, a United States citizen, residing at Las Flores, California, have invented certain new and useful improvements in CLIENT TERMINAL FOR PROVIDING A SUBSCRIPTION TO A BUNDLE OF CHANNELS FROM A PROGRAM GUIDE (hereafter "Improvements") for which I have executed an application for a United States Patent filed on July 31, 2001, Application No. 09/920,583 (hereafter "Application"); and

Whereas, Keen Personal Media, Inc. (hereafter "Assignee"), a Delaware Corporation, desires to acquire the entire right, title, and interest in and to the Improvements and the Application.

Now, therefore, in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assignees, the entire right, title, and interest throughout the world in, to and under the Improvements, and the Application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereof and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for the Improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for the Improvements to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I hereby covenant and agree that I will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the Improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Improvements in all countries.


GEORGE B. HEFNER
Oct. 11, 2001
Date

State of CALIFORNIA)
) ss.
County of ORANGE)

On 11 OCTOBER 2001, before me, RITA K. KIMMEL, Notary Public, personally appeared GEORGE B. HEFNER and 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 executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

Witness my hand and official seal.


Notary Public

