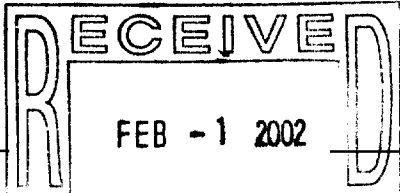


02-20-2002



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☐ Departmental File☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attachedName (line 1) **Rosenberg, Scott A.**Name (line 2) Execution Date
Month Day Year**12162001****Second Party**Name (line 1) **Self, Matthew H.**Name (line 2) Execution Date
Month Day Year**12252001****Receiving Party**☐ Mark if additional names of receiving parties attachedName (line 1) **Sonicblue Incorporated**Name (line 2) Address (line 1) **2841 Mission College Boulevard**Address (line 2) Address (line 3) **Santa Clara** **CA** **95052**☐ 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.)**Domestic Representative Name and Address**

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Correspondent Name and Address

Area Code and Telephone (415) 875-2332

Name Laura A. Majerus

Address (line 1) Fenwick & West LLP

Address (line 2) 2 Palo Alto Square

Address (line 3) Palo Alto, CA 94306

Address (line 4)

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Patent Number(s)

09978144

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Month Day Year

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Laura A. Majerus

Name of Person Signing

Signature

Date

Jan 07, 2002

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **Sonicblue Incorporated**, a Delaware corporation, having a place of business at **2841 Mission College Boulevard, Santa Clara, California 95052**, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **Method And System For Dynamic Ad Placement** ("APPLICATION"), which:

☐ is to be filed herewith

☒ was filed on October 15, 2001, now bearing U.S. serial number 09/978,144; and

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

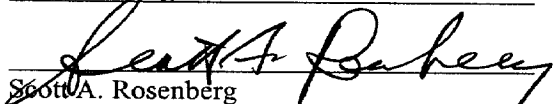
This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Re:

Title: Method And System For Dynamic Ad Placement

Filed: (if applicable) October 15, 2001

Serial No.: (if applicable) 09/978,144

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
 Scott A. Rosenberg	<u>12/16</u> , 2001	<u>12/16</u> , 2001

State of _____ } S.S.
County of _____ }On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]appeared _____ personally known to me or proved to me on the basis of
Scott A. Rosenberg
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, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____ Matthew H. Self	_____, 2001	_____, 2001

State of _____ } S.S.
County of _____ }On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]appeared _____ personally known to me or proved to me on the basis of
Matthew H. Self
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, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

22407/05492/DOCS/1227529.1

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **Sonicblue Incorporated**, a **Delaware** corporation, having a place of business at **2841 Mission College Boulevard, Santa Clara, California 95052**, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **Method And System For Dynamic Ad Placement** ("APPLICATION"), which:

☐ is to be filed herewith

☒ was filed on October 15, 2001, now bearing U.S. serial number 09/978,144;
and

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

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INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Title of Document: ASSIGNMENT

Re:
 Title: Method And System For Dynamic Ad Placement
 Filed: (if applicable) October 15, 2001
 Serial No.: (if applicable) 09/978,144

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____	_____, 2001	_____, 2001
Scott A. Rosenberg		
State of _____ } S.S.		
County of _____ }		

On _____ before me, _____ personally
 [DATE] [NOTARY PUBLIC]
 appeared _____ personally known to me or proved to me on the basis of
 Scott A. Rosenberg
 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, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____	_____, 2001	_____, 2001
Matthew H. Self		
State of <u>Calif.</u> } S.S.		
County of <u>San Mateo</u> }		

On _____ before me, _____ personally
 [DATE] [NOTARY PUBLIC]
 appeared _____ personally known to me or proved to me on the basis of
 Matthew H. Self
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Notary Seal

Notary

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