



FORM PTD-1595  
(Rev. 6-93)  
OMB No. 3651-0011 (exp. 4/94)

U.S. Department of Commerce  
Patent and Trademark Office

101993013

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Donald F. Gordon  
Sadik Bayrakeri  
Joseph R. Wild  
Jeremy S. Edmonds  
Edward A. Ludvig  
John P. Comito  
Eugene Gershtein

2-4-02

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: Gordon 8/2/00; Bayrakeri 10/15/99; Wild 10/15/99; Ludvig 8/14/00; Comito 10/15/99; Gershtein 10/15/99

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

Name: DIVA Systems Corporation

Internal Address: \_\_\_\_\_

Street Address: 800 Saginaw Drive

City: Redwood City State: CA Zip: 94063

Additional 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) 09/384,394, filed 8/27/99  
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. Wall

Internal Address: MOSER, PATTERSON & SHERIDAN, LLP

Street Address: 595 Shrewsbury Avenue, Suite 100

City: Shrewsbury State: NJ Zip: 07702

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41)----- \$ 40.00

Enclosed  
 Deficiency Authorized to be charged to deposit account

8. Deposit account number: 20-0782

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

E. Wall  
Signature

10/24/01  
Date

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

02/25/2002 TDIAZ1 00000074 09384394

01 FC:581

40.00 OP

E:\TERI\FORMS\NEW-PATENT\ASSIGNMENT COVER.DOC

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Addresses of Inventors:

- 1) Donald F. Gordon  
170 Forwmway Court, Los Altos, CA 94022
- 2) Sadik Bayrakeri  
733 Shell Boulevard, #104, Foster City, CA 94404
- 3) Joseph R. Wild  
1510 Vista Club Circle, #103, Santa Clara 95054
- 4) Jeremy S. Edmonds  
1264 Albion Lane, Sunnyvale, CA 94087
- 5) Edward A. Ludvig  
831 Canyon Road, Redwood City, CA 94062
- 6) John P. Comito  
907 Pleasant Hill Road, Redwood City, CA 94061
- 7) Eugene Gershtein  
401B Cork Harbor Circle, Redwood Shores, CA 94065

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

**METHOD AND APPARATUS FOR COMPRESSING VIDEO SEQUENCES**

for which I (we) have filed an application for a Patent of the United States on August 27, 1999, that has been accorded Serial No. 09/384,394; and

WHEREAS, DIVA Systems Corporation, a corporation of the State of ~~California~~ <sup>Delaware</sup>, having a place of business at 800 Saginaw Drive, Redwood City, CA 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.


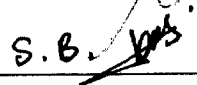
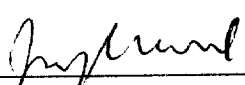

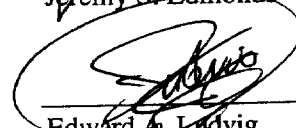
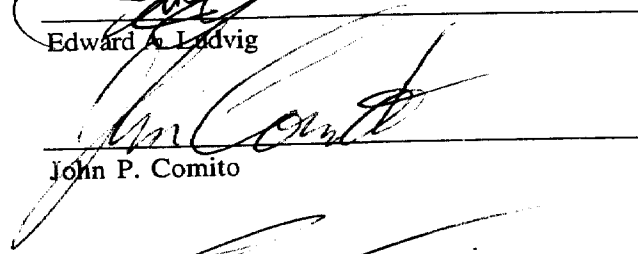
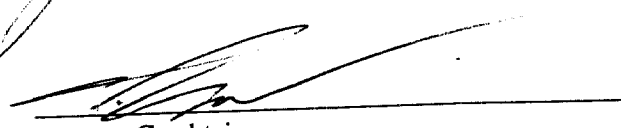
2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt 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) 8/2/2000        
Date                      Donald F. Gordon
- 2) 10-15-99      S.B.   
Date                      Sadik Bayrakeri
- 3) 10-15-99        
Date                      Joseph R. Wild
- 4) 10-15-99        
Date                      Jeremy S. Edmonds
- 5) 8/14/2000        
Date                      Edward A. Ludvig
- 6) 10/15/99        
Date                      John P. Comito
- 7) 99/10/15        
Date                      Eugene Gershtein