

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET  
PATENTS ONLY

Patent and Trademark Office  
Docket No. 307202001100

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

1. Name of conveying party(ies): <b>James L. SWISHER</b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies):  Name: <b>Next Level Communications, Inc.</b> Internal Address: Street Address: <b>6085 State Farm Drive</b> City: <b>Rohnert Park</b> State: <b>California</b> ZIP: <b>94928</b>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: <b>May 8, 2003</b>	

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)	B. Patent No.(s)
	<b>6,385,253 B1 (issued on May 7, 2002)</b>

Additional numbers attached?  Yes  No

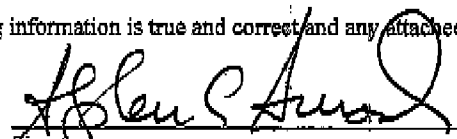
5. Name and address of party to whom correspondence concerning document should be mailed:  <b>Stephen C. Durant</b> <b>Morrison &amp; Foerster LLP</b> <b>425 Market Street</b> <b>San Francisco, California 94105-2482</b>	6. Total number of applications and patents involved: <b>1</b>
	7. Total fee (37 C.F.R. § 3.41): <b>\$40.00</b>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket <b>307202001100</b>
	8. Deposit account number: <b>03-1952</b>

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: <b>Stephen C. Durant</b> Registration No: <b>31,506</b>	 _____ Signature	<u>October 28, 2003</u> Date
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Total number of pages comprising cover sheet, attachments and document: 9

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

sf-1590126

700050355

PATENT  
REEL: 014083 FRAME: 0749

CH \$40.00 03-1952 6385253

**CORRECTION OF ASSIGNMENT**

WHEREAS James L. Swisher ("Assignor") has made an invention (the "Invention") entitled METHOD AND APPARATUS FOR RELIABLE RECEPTION OF VSDL SIGNALS, for which an application for United States Letters Patent was filed on December 10, 1999, and assigned serial number 09/459,755; and

WHEREAS, pursuant to Assignor's obligations to Next Level Communications, Inc., a Delaware corporation, Assignor executed that certain ASSIGNMENT on January 25, 2000 (the "Assignment"), attached as Exhibit A

WHEREAS, due to a clerical mistake, the Assignment identified the assignee as "Next Level Communications" and its successors and assigns, instead of "Next Level Communications, Inc.," and its successors and assigns;

WHEREAS, it was Assignor's intent to assign all of Assignor's right, title, and interest in and to the Invention in any and all countries throughout the world and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications to Next Level Communications, Inc., and its successors and assigns;

WHEREAS on or about November 12, 1999, Next Level Communications was merged into Next Level Communications, Inc., thus making Next Level Communications, Inc., the successor to Next Level Communications;

WHEREAS Assignor and Next Level Communications, Inc., believe that the Assignment was effective to assign, transfer, and set over to Next Level Communications, Inc., all of Assignor's right, title, and interest in and to the Invention in any and all countries throughout the

world and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications;

NOW THEREFORE, be it known that, for the avoidance of any doubt and pursuant to Assignor's obligation under the Assignment to provide further assurances with respect thereto, Assignor is executing this Correction of Assignment and has executed the Corrected Assignment, attached as Exhibit B, expressly identifying Next Level Communications, Inc., as assignee of Assignor's entire right, title, and interest in and to the Invention in any and all countries throughout the world, and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications;

IN TESTIMONY WHEREOF, I have hereunto set my hand

*James L Swisher*  
James L. Swisher  
Assignor

Date 5/08/03

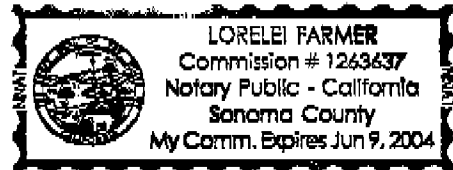
County of Sonoma )

ss.

State of California )

Subscribed and Sworn to before me this 8<sup>th</sup> day of May 2003

Lorelei Farmer, Notary Public



# EXHIBIT

# A

## ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR(S):

Name	Address
James L. Swisher	1949 Terry Rd., Santa Rosa, California 95403

heraby sells, assigns and transfers to

ASSIGNEE:

Name	Address
NEXT LEVEL COMMUNICATIONS	6085 State Farm Dr., Rohnet Park, California 94928

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

**METHOD AND APPARATUS FOR RELIABLE RECEPTION OF VSDL SIGNALS**

invented by James L. Swisher [INVENTOR(S)] and which is found in

- the U.S. patent application executed on even date herewith;
- the U.S. patent application executed on
- the U.S. patent application no. 09/459,755, filed on 10 DECEMBER 1999;
- the U.S. patent no. issued on

and, in and to all Letters Patent, both foreign and domestic, to be obtained for said invention by the above application or any continuation, division, renewal, continuation-in-part or substitute thereof, and as to Letters Patent and any reissue or re-examination thereof, and to any legal equivalent thereof in a foreign country, including, the right to apply for patents and inventor certificates in respect thereof, the right to claim priority, and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of the invention.

ASSIGNOR(S) hereby authorizes ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR(S) further covenants and agrees that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR(S), and that ASSIGNOR(S) will, at ASSIGNEE's expense, testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its assigns or its legal representatives, without further or additional consideration, any and all papers, instruments or affidavits required, under all necessary assistance, and do such additional acts as ASSIGNEE may deem necessary or desirable, to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in

and to the same, for ASSIGNEE's sole use and benefit, and for the use and benefit of ASSIGNEE's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

The parties agree that the foregoing covenants and obligations shall bind and inure to the benefit of the heirs, assigns and legal representatives of both parties.

Name: James L. Swisher

James L. Swisher  
Signature

Date: 1/25/00

State of California  
County of Sonoma

Before me this 25th day of January 2000, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes therein expressed.



Loreli Farmer  
Notary Public

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

\_\_\_\_\_  
Notary Public

# EXHIBIT

# B

**CORRECTED  
ASSIGNMENT OF INVENTION**

In consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR(S):

Name	Address
James L. Swisher	1949 Terry Rd., Santa Rosa, California 95403

hereby sells, assigns and transfers to

ASSIGNEE:

Name	Address
NEXT LEVEL COMMUNICATIONS, INC.	6085 State Farm Dr., Rohnet Park, California 94928

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

**METHOD AND APPARATUS FOR RELIABLE RECEPTION OF VSDL SIGNALS**

invented by James L. Swisher (INVENTOR(S)) and which is found in

- the U.S. patent application executed on even date herewith;  
 the U.S. patent application executed on \_\_\_\_\_;  
 the U.S. patent application no. 09/459,755, filed on 10 DECEMBER 1999;  
 the U.S. patent no. \_\_\_\_\_ issued on \_\_\_\_\_;

and, in and to all Letters Patent, both foreign and domestic, to be obtained for said invention by the above application or any continuation, division, renewal, continuation-in-part or substitute thereof, and as to Letters Patent and any reissue or re-examination thereof, and to any legal equivalent thereof in a foreign country, including, the right to apply for patents and inventor certificates in respect thereof, the right to claim priority, and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of the invention.

ASSIGNOR(S) hereby authorizes ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR(S) further covenants and agrees that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR(S), and that ASSIGNOR(S) will, at ASSIGNEE's expense, testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its assigns or its legal representatives, without further or additional consideration, any and all papers, instruments or affidavits required, under all necessary assistance, and do such additional acts as ASSIGNEE may deem necessary or desirable, to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in



and to the same, for ASSIGNEE's sole use and benefit, and for the use and benefit of ASSIGNEE's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

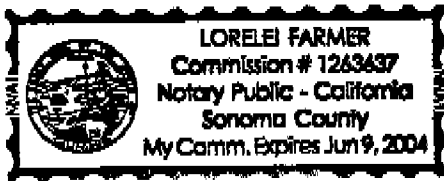
The parties agree that the foregoing covenants and obligations shall bind and inure to the benefit of the heirs, assigns and legal representatives of both parties.

Name: James L. Swisher

James L Swisher Date: 5/8/03  
Signature

State of California  
County of Sonoma

Before me this 8<sup>th</sup> day of May, 2003, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that ~~he~~ executed the same of ~~his~~ own free will for the purposes therein expressed.



Lorelei Farmer Date: 5/8/03  
Signature

**MORRISON & FOERSTER LLP**

Attorneys at Law  
425 Market Street  
San Francisco, California 94105-2482  
Telephone: (415) 268-6237  
Facsimile: (415) 268-7522

**TO: U.S. PATENT AND TRADEMARK OFFICE**  
**"ASSIGNMENT SERVICE DIVISION"**

**Facsimile: 703/306-5995**

**From:** Stephen C. Durant (Reg. No. 31,506)

**Date:** October 28, 2003

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**Atty Docket No: 307202001100**  
**Re: Patent No.: 6,385,253 B1**  
**Issued: May 7, 2002**  
**Inventors: James L. SWISHER**

**Attachments:**

- 1) Recordation Cover Sheet (1 page);
- 2) Correction of Assignment, including Exhibits A and B (8 pages)

**Comments:**

**Please record attached. Thank you.**