



06-04-2003



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

102463332

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

1. Name of conveying party(ies):

Charles A. Eldering (May 19, 2003)

Thomas R. Eames (May 12, 2003)

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

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: See Item One above

2. Name and address of receiving party(ies)

Name: NEXT LEVEL COMMUNICATIONS, INC.

Internal Address:

Street Address:

Next Level Communications, Inc.
6085 State Farm Drive

City: Rohnert Park

State: CA

Zip: 94928

Additional name(s) &
address(es) attached:☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is:

A. Patent Application No.(s):

09/525,412

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: COVINGTON & BURLING

Internal Address: Patent Docketing

Street Address:

1201 Pennsylvania Avenue, N.W.

City:
WashingtonState:
DCZip:
20004-24016. 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☐ Authorized to be charged to credit card

(Form 2038 enclosed)

8. Deposit account number:

50-0740

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

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.

Anthony S. Yoo, Reg. No. 45,540

Name of Person Signing

Signature

May 30, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 7

06/03/2003 DBYRNE

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40.00

DC: 861382-1

PATENT
REEL: 014117 FRAME: 0837

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 17th day of May, 2003, by Thomas Eames (hereinafter referred to as Assignor), residing at 4350 Oakridge Rd., Penngrove, CA 94951;

WHEREAS, Assignor has co-invented certain new and useful improvements in MEDIA INTERFACE DEVICE, set forth in an application for Letters Patent of the United States, already filed on March 15, 2000, as U.S. application No. 09/525,412; and

WHEREAS, NEXT LEVEL COMMUNICATIONS, INC., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 6085 State Farm Drive, Rohnert Park, California 94928 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

WHEREAS Assignor was and has remained obligated to assign, transfer, and set over to Next Level Communications, Inc., its predecessor entities Next Level Communications and Next Level Communications, L.P., and their successors and assigns, any and all right, title and interest in and to said inventions in any and all countries throughout the world, and in and to any patent applications on said inventions in any and all countries throughout the world and any patents upon such applications;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or

DC: 811492-1

terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor has not promised or purported to sell, assign, transfer, encumber, or set over all or any part of his right, title, and interest in or to the Invention in any country of the world or in or to any patent application on said invention or any patent resulting from any such application, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which 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:

COVINGTON & BURLING

Paul J. Berman	36,744	David P. Ruschke	40,151	Joseph E. Topmiller	50,580
Scott B. Markow	46,899	Christopher N. Sipes	39,837	Grady L. White	40,874
Jeannie M. Perron	31,180	Lee J. Tiedrich	42,184	Anthony S. Yoo	45,540
Andrea G. Reister	36,253				

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.




Thomas Eames

Date: May 12, 2003

United States of America)
State of California) ss.:
County of Sonoma)

On this 12th day of May, 2003, before me personally came Thomas Eames, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 19th day of May, 2003, by Charles Eldering (hereinafter referred to as Assignor), residing at 16 Washington Square, Doylestown, Pennsylvania 18901;

WHEREAS, Assignor has co-invented certain new and useful improvements in MEDIA INTERFACE DEVICE, set forth in an application for Letters Patent of the United States, already filed on March 15, 2000, as U.S. application No. 09/525,412; and

WHEREAS, NEXT LEVEL COMMUNICATIONS, INC., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 6085 State Farm Drive, Rohnert Park, California 94928 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

WHEREAS Assignor was and has remained obligated to assign, transfer, and set over to Next Level Communications, Inc., its predecessor entities Next Level Communications and Next Level Communications, L.P., and their successors and assigns, any and all right, title and interest in and to said inventions in any and all countries throughout the world, and in and to any patent applications on said inventions in any and all countries throughout the world and any patents upon such applications;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use

and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor has not promised or purported to sell, assign, transfer, encumber, or set over all or any part of his right, title, and interest in or to the Invention in any country of the world or in or to any patent application on said invention or any patent resulting from any such application, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

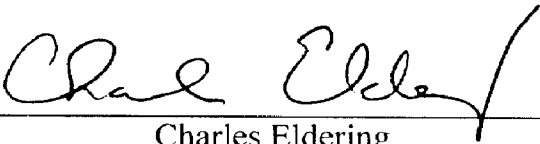
AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which 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:

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Andrea G. Reister	36,253				

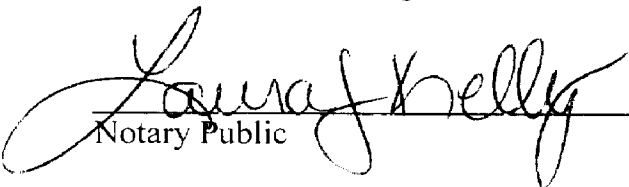
AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.


Charles Eldering

Date: May 19, 2003

United States of America)
State of Pennsylvania) ss.:
County of Bucks)

On this 19th day of May, 2003, before me personally came Charles Eldering, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

