


<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE Patent And Trademark Office
FORM PTO-1585 (Rev. 10/02) OMB No. 0851-0011 (exp. 6/30/2005) Tab Settings ⇌ ⇌ ⇌		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.		
1. Name of conveying party(ies): <b>WORLDGATE COMMUNICATIONS, INC.</b> Additional name(s) of conveying party(ies) 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: <u>9/30/03</u>	2. Name and address of receiving party(ies): Name <u>TVGateway, LLC</u> Internal Address: _____ _____ Street Address <u>1500 Market Street, 25<sup>th</sup> Floor, West Tower</u> _____ City: <u>Philadelphia</u> , State: <u>PA</u> , Zip: <u>19102</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">             A. Patent Application No.(s)  <u>10/025,055</u> </div> <div style="width: 45%;">             B. Patent No.(s)              _____           </div> </div> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>EAMON J. WALL</u> <u>MOSER, PATTERSON &amp; SHERIDAN, LLP</u> Internal Address: _____ Street Address: <u>595 Shrewsbury Avenue, Suite 100</u> _____ City: <u>Shrewsbury</u> State: <u>NJ</u> Zip: <u>07702</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 C.F.R. 3.41)----- \$ <u>40</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>20-0782</u>	
<b>DO NOT USE THIS SPACE</b>		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 30%;"> <u>EAMON J. WALL</u>              Name of Person Signing           </div> <div style="width: 35%; text-align: center;">               _____              Signature           </div> <div style="width: 30%; text-align: center;"> <u>3/8/04</u>              _____              Date           </div> </div> <div style="text-align: center; margin-top: 10px;">             Total number of pages including cover sheet, attachments and document: <u>5</u> </div>		

Mail documents to be recorded with required cover sheet information to:  
**Mail Stop Assignment Recordation Services**  
 Director - US Patent and Trademark Office  
 P.O. Box 1450,  
 Alexandria, VA 22313-1450

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") is entered into this 30th day of September 2003, by and between WORLDGATE COMMUNICATIONS, INC., a Delaware company (the "Assignor"), and TVGATEWAY, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor, having an address at 3190 Tremont Avenue, Suite 100, Trevese, Pennsylvania 19053 is the owner of the following patent and/or application therefor (the "Patent"):

Application No.: 10/025,055  
Filing Date: 12/19/01  
Title: Apparatus and Method for Merging MPEG Streams in a Headend System

WHEREAS, Assignee, having an address at 3190 Tremont Avenue, Suite 100, Trevese, Pennsylvania 19053, desires to acquire the entire right, title and interest in the same.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over to Assignee, any and all interest Assignor may own or claim to own in the Patent, and any reissue or reissues of said Patent already granted and which may be granted on said application, and any continuation application claiming priority from the aforesaid application, together with all additions thereto, substitutions therefor and modification thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patent is or may be granted or reissued as fully and entirely as the same would have been enjoyed by Assignor if this assignment, sale and transfer had not been made; together with all claims for damages by reason of past infringement of said patent, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

AND, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents on applications as described above, to issue any and all letters patents of the United States or such foreign jurisdiction on said invention or resulting from said application or any divisional or continuation thereof to Assignee as owner of the entire interest therein, and hereby covenants that it has full right to convey its entire interest as herein assigned, and that it has not executed, and will not execute, any agreement inconsistent herewith; and Assignor hereby further covenants and agrees that it shall, without any additional consideration, communicate with Assignee, its successors and assigns, any facts known to it respecting the invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of the invention, patent application and patent aforesaid in Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and

DCLIB02:1405029-2

enforce proper patent protection for the invention in the United States and any foreign jurisdiction, it being understood that any expense incident to the execution of such papers or such testimony shall be borne by the Assignee, its successors and assigns.

[Rest of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Patent Assignment as of the date first written above.

WORLDGATE COMMUNICATIONS, INC.

By: [Signature]  
Name: Hal Krisbergh  
Title: Chairman and Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Bucks )

Before me, a notary public, in and for the Commonwealth and County aforesaid, on this 30 day of Sept, 2003, personally appeared James S. Gort who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his/her free deed and act, signed, sealed and delivered by him/her for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

[Signature]  
Notary Public

My commission expires [Signature]

NOTARIAL SEAL  
James S. Gort, Notary Public  
Bristol, Bucks County  
Commission Expires June 6, 2005

ACCEPTED:

TVGATEWAY, LLC

By: William D. McCall

Name: William D. McCall

Title: Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Bucks )

Before me, a notary public, in and for the Commonwealth and County aforesaid, on this 30 day of Sept, 2003, personally appeared William D. McCall who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his/her free deed and act, signed, sealed and delivered by him/her for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

  
Notary Public

My commission expires: \_\_\_\_\_

W. D. McCall, Notary Public  
Bucks County, Pennsylvania  
Commission Expires June 8, 2005