

02-23-2004



To the Honorable Commissione

102675262

ached original documents or copy thereof

1. Name of conveying party(ies):

Chaim Shen-Orr (11/19/2003), Eliphaz Hibshoosh (11/27/2003), Gyora Benedek (11/05/2003), Hillel Solow (11/30/2003), Yaacov Belenky (11/27/2003), Yossi Tsuria (11/23/2003), and Zvi Shkedy (11/11/2003)

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

2. Name and address of receiving party(ies)

Name: NDS Limited

Internal Address: _____

Street Address: _____

One London Road, Staines

City: Middlesex

Country: United Kingdom Zip: TW18 4EX

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: see Box 1, conveying parties

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):

10/472,286

B. Patent No.(s): _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: S. Peter Ludwig
DARBY & DARBY P.C.

Internal Address: Atty. Dkt.: 03231/0200054-US0

Street Address:
P.O. Box 5257

City: New York State: NY Zip: 10150-5257

6. 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:

04-0100

(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.

S. Peter Ludwig - 25,351
Name of Person Signing

Signature

December 10, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 3

Express Mail Label No. EL 983951301US

Dated: 12/11/03

ASSIGNMENT

I, Chaim SHEN-ORR, a citizen of Israel, residing at 16 Kiryat Sefer Street, 34676 Haifa, Israel

I, Eliphaz HIBSHOOSH, a citizen of Israel, residing at 5 Sirkin Street, 63562 Tel Aviv, Israel

I, Gyora BENEDEK, a citizen of Israel, residing at 54 Aba Khushi Boulevard, 34983 Haifa, Israel

I, Hillel SOLOW, a citizen of Israel, residing at 115 Shimon Street, 99543 Beit Shemesh, Israel

I, Yaacov BELENKY, a citizen of Israel, residing at 27/2 Hakinor Street, 94731 Maaleh Adumim, Israel

I, Yossi TSURIA, a citizen of Israel, residing at 14 Rabenu Polity Street, 93390 Jerusalem, Israel

I, Zvi SHKEDY, a citizen of Israel, residing at 22 Baz Street, 27027 Karmiel, Israel

(hereinafter called "ASSIGNOR") in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, paid to me by

NDS Limited

a corporation organized under the laws of United Kingdom, located at One London Road, Staines, Middlesex TW18 4EX, United Kingdom, (hereinafter called the "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, all my right, title and interest, **throughout the world, including priority rights**, in and to my invention entitled:

DIGITAL RIGHTS MANAGEMENET SYSTEM AND METHOD

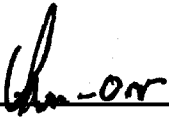
for which an international application designating the U.S. was filed on February 21, 2002, under International Application No. PCT/IL02/00137; and

invented by me, as a co-inventor if other inventors are identified above, and described in patent application Serial No. 10/472,286 for United States Letters Patent therefor, and all divisions, reissues, continuations and extensions thereof, said interest being an **undivided 100 percent of my ownership interest** in said Letters Patent when granted, to be held and enjoyed by said ASSIGNEE, its successors, assigns or other legal representatives, to the full end of the term for which said Letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And I hereby agree to sign and execute any further documents or instruments which may be necessary, lawful, and proper in the prosecution of said above-named application or in the preparation and prosecution of any continuing, continuation-in-part, substitute, divisional, renewal or reissue applications, or in any amendment, extension, or interference proceedings, or otherwise to secure the title thereto in said ASSIGNEE;

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.



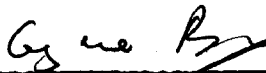
Chaim SHEN-ORR

DATED: 19 NOVEMBER 2003



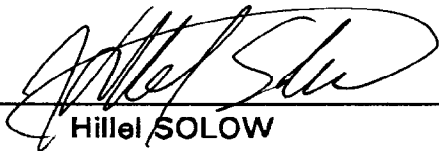
Eliphaz HIBSHOOSH

DATED: 27 Nov. 2003



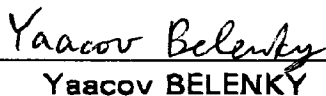
Gyora BENEDEK

DATED: 5 November 2003



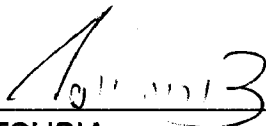
Hillel SOLOW

DATED: 30 November 2003



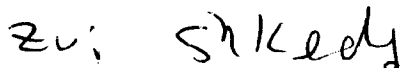
Yaacov BELENKY

DATED: 27 Nov. 2003



Yossi TSURIA

DATED: 23 Nov. 2003



Zvi SHKEDY

DATED: 11 NOV 2003