

3/26/04

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

REC

03-31-2004



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

OFFICE OF PUBLIC RELATIONS 102708749

To the Honorable Commissioner of Patents and Trademarks: Please

1 original documents or copy thereof.

1. Name of conveying party(ies)  
Broadcast Innovation, L.L.C.  
Techsearch, L.L.C.  
2004 MAR 26 AM 10:31  
FINANCE SECTION

2. Name and address of receiving party(ies):  
Name: Hughes Electronics Corporation  
Internal Address:  
Street Address: PO Box 956  
City: El Segundo State: CA Zip: 90245 -0956  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Negotiated Settlement and Release Agreement  
Execution date: August 11, 2003

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) 4993066, 6076094, 5999934, 5737595  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Steven J. Rizzi  
Internal Address: Weil, Gotshal & Manges LLP  
767 5th Avenue  
Street Address:  
City: New York State: NY Zip: 10153

6. Total number of applications and patents involved: 4  
7. Total fee (37 CFR 3.41): \$ 160.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
230800  
(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.  
Phyllis Eremitaggio  
Name of Person  
[Signature]  
Signing Signature  
March 26, 2004  
Date

Total number of pages including cover sheet, attachments, and documents: 23

03/30/2004 ECDOPER 00000215 230800 4993066  
01 FC:8021 160.00 DA

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

## Receiving Parties

Directv, Inc.  
2230 E. Imperial Hwy  
El Segundo, CA 90245-353

NDS Limited  
One London Road  
Staines  
Middlesex TW18 4EX  
UK

Thomson Inc. (formerly Thomson multimedia Inc.)  
10330 N. Meridian Street  
PO Box 1976  
Indianapolis, IN 46206-1976

## NEGOTIATED SETTLEMENT AND RELEASE AGREEMENT

This NEGOTIATED SETTLEMENT AND RELEASE AGREEMENT (the "AGREEMENT") is made this \_\_\_ day of June, 2003, by and among BROADCAST INNOVATION, L.L.C. ("BROADCAST" or "PLAINTIFF") and TECHSEARCH, L.L.C. ("TECHSEARCH"); and DIRECTV, INC., HUGHES ELECTRONICS CORPORATION, THOMSON INC. (formerly "THOMSON MULTIMEDIA INC") (collectively "DEFENDANTS") and NDS Limited ("NDS").

### RECITALS

This AGREEMENT is made for the following purpose and with reference to the following facts:

- A. On or about November 30, 2001, BROADCAST INNOVATION, L.L.C. filed in the United States District Court, District of Colorado, a "First Amended Complaint" (the "Amended Complaint") and thereby commenced a civil action entitled *Broadcast Innovation, L.L.C. v. Echostar Communications Corporation, et al.*, 01-WY-2201 AJ (the "Action"). In the Amended Complaint, BROADCAST asserted that DEFENDANTS infringed United States Patent Nos. 4,993,066, having Reexamination Certificate No. 4,993,066 C1, and 6,076,094 (the "'066 and '094 Patents," respectively), owned by BROADCAST (as to the '066 Patent) and IO RESEARCH PTY LTD (as to the '094 Patent). Broadcast is the exclusive licensee of the '094 Patent in the United States.
- B. Between approximately January 22, 2002 and February 4, 2002, DEFENDANTS filed and served their answers to the Amended Complaint and counterclaims in which DEFENDANTS answered the allegations of the Amended Complaint, asserted various affirmative defenses thereto, and asserted counterclaims against BROADCAST for noninfringement and invalidity of the '066 and '094 Patents.
- C. For their part, DEFENDANTS have each requested indemnification by NDS relating to the allegations relating to the '066 patent, and NDS (reserving all rights) engaged counsel to represent and defend DEFENDANTS relating to the '066 patent.
- D. PLAINTIFF, TECHSEARCH, DEFENDANTS and NDS now desire to resolve, compromise and settle any and all disputes, claims and controversies between them pertaining to any and all issues relating to the Action, including (without limitation), any claims relating to the Action with respect to any aspect of, or participant in, the businesses of the DEFENDANTS and NDS, and as further set forth below.

NOW, THEREFORE, in light of the foregoing, and for other valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto, and each of them, hereby warrant, represent, acknowledge, covenant and agree as follows:

**REDACTED**

2. **Dismissal Of The Complaint And Counterclaims**

Counsel for DEFENDANTS, and counsel for PLAINTIFF, shall exchange on behalf of the respective parties, executed copies of the Stipulation and Order of Dismissal, pursuant to Rule 41(a)(1) and (c) of the Federal Rules of Civil Procedure, dismissing the Action, including the Amended Complaint and counterclaims filed therein, with prejudice, in the form of Exhibit A (the "Stipulation of Dismissal"), attached. Upon receipt of the payment in paragraph 1, counsel for PLAINTIFF shall file the Stipulation of Dismissal with the United States District Court for the District of Colorado.

**REDACTED**

# REDACTED

## 5. Mutual Releases

(a) Release of DIRECTV PLAINTIFF and TECHSEARCH, along with their respective assigns, agents, employees and representatives solely in their capacities as such (collectively "RELEASORS"), hereby and forever release and discharge (i) DIRECTV, INC. ("DIRECTV"), (ii) DIRECTV's parents, siblings, subsidiaries, or other affiliated companies, and their predecessors, successors, and assigns, solely to the extent they provide products, support, and/or services to, and/or for use in DIRECTV's businesses, and (iii) any third parties, solely to the extent they provide products, support, and/or services to, and/or for use in DIRECTV's businesses, including (without limitation) distributors, retailers, suppliers, customers, contractors, consultants, content providers, conditional access providers, equipment manufacturers, and each of their respective successors, assigns, agents, employees, directors, officers, affiliates and representatives (collectively, "DIRECTV RELEASEES"), from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, counterclaims, liabilities and demands of whatsoever kind or character throughout the world, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not heretofore brought before any foreign or domestic court or governmental agency or entity, relating to or arising from, the '066 and '094 Patents, their patent families, including any foreign counterparts solely as to the '066 Patent, or related patents and patent applications, and any and all parent applications, continuations, continuations-in-part, divisions, substitutions, reissues and reexaminations thereof, which RELEASORS ever had, now have or hereafter may have against DIRECTV RELEASEES, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the expiration dates and beyond of the '066 and '094 Patents and respective members of their patent families.

(b) Release of Hughes . RELEASORS hereby and forever release and discharge (i) Hughes Electronics Corporation ("HUGHES"), (ii) HUGHES' subsidiaries, or other affiliated companies, and their predecessors, successors, and assigns, solely to the extent their actions relate to HUGHES' businesses, and (iii) any participants in HUGHES' businesses solely to the extent their actions relate to HUGHES' businesses, including (without limitation) affiliates, distributors, retailers, suppliers, customers, contractors, consultants, content providers, conditional access providers, equipment manufacturers, and each of their respective successors, assigns, agents, employees, directors, officers, affiliates and representatives (collectively, "HUGHES RELEASEES"), from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, counterclaims, liabilities and demands of whatsoever kind or character throughout the world, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not heretofore brought before any foreign or domestic court or governmental agency or entity, relating to or arising from the '066 and '094 Patents, their patent families, including any foreign counterparts solely as to the '066 Patent, or related patents and patent applications, and any and all parent patents, continuations, continuations-in-part, divisions, substitutions, reissues and reexaminations thereof, which RELEASORS ever had, now have or hereafter may have against HUGHES RELEASEES, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to expiration dates and beyond of the '066 and '094 Patents and respective members of their patent families. The HUGHES RELEASEES shall not include any person or entity acquiring ownership or control of HUGHES or any of HUGHES' subsidiaries or other affiliated companies after the Effective Date of this AGREEMENT, or any person or entity that was a subsidiary or affiliate of such acquirer prior to the Effective Date of this AGREEMENT.

(c) Release of Thomson RELEASORS hereby and forever release and discharge (i) Thomson Inc. ("THOMSON"), (ii) THOMSON's parents, siblings, subsidiaries, or other affiliated companies, and their predecessors, successors, and assigns, solely to the extent their actions relate to THOMSON's business of supplying products, support, and/or services to, and/or for use in DIRECTV's businesses, and (iii) any participants in THOMSON's businesses (except EchoStar Communications Corp. and/or its affiliates ("EchoStar")), solely to the extent their actions relate to THOMSON's business of supplying products, support, and/or services to, and/or for use in DIRECTV's businesses, including (without limitation) distributors, retailers, suppliers, customers, contractors, consultants, equipment manufacturers, licenses, sublicenses, and each of their respective successors, assigns, agents, employees, directors, officers, affiliates and representatives (collectively, "THOMSON RELEASEES"), from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, counterclaims, liabilities and demands of whatsoever kind or character throughout the world, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not heretofore brought before any foreign or domestic court or governmental agency or entity, relating to or arising out of the '066 and '094 Patents, their patent families, including any foreign counterparts solely as to the '066 Patent, or related patents and patent applications, and any and all parent patents, continuations, continuations-in-

part, divisions, substitutions, reissues and reexaminations thereof, which RELEASORS ever had, now have or hereafter may have against THOMSON RELEASEES, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the expiration dates and beyond of the '066 and '094 Patents and respective members of their patent families.

(d) Release of NDS

(1) RELEASORS hereby and forever release and discharge (i) NDS Limited ("NDS") (ii) NDS's parents, siblings, subsidiaries, or other affiliated companies, and their predecessors, successors, and assigns, solely to the extent they provide technology, products, support, software and/or services used in connection with NDS's business and (iii) other third parties, solely to the extent that any claim for infringement of the '066 Patent is based, in whole or in part, on technology, products, support, software or services provided by NDS (except Echostar Communications Corp. and/or its affiliates), including (without limitation) distributors, retailers, suppliers, customers, contractors, consultants, equipment manufacturers, licensees and sublicensees, and each of their respective successors, assigns, agents, employees, directors, officers, affiliates and representatives (collectively, "NDS '066 RELEASEES"), from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, counterclaims, liabilities and demands of whatsoever kind or character throughout the world, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not heretofore brought before any foreign or domestic court or governmental agency or entity, relating to or arising from the '066 Patent, its family, including any foreign counterparts or related patents and patent applications, and any and all parent patents, continuations, continuations-in-part, divisions, substitutions, reissues and reexaminations thereof, which RELEASORS ever had, now have or hereafter may have against NDS '066 RELEASEES, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the expiration dates and beyond of the '066 Patent and respective members of its patent family.

(2) RELEASORS hereby and forever release and discharge (i) NDS Limited ("NDS") and (ii) NDS's parents, siblings, subsidiaries, or other affiliated companies, and their predecessors, successors, and assigns, solely to the extent they provide technology, products, support, software and/or services used in connection with NDS's business, and (iii) customers of NDS or its parents, siblings, subsidiaries, or other affiliated companies (except Echostar Communications Corp. and/or its affiliates), including (without limitation) the DEFENDANTS, and each of their respective successors, assigns, agents, employees, directors, officers, affiliates and representatives, solely to the extent that any claim for infringement of the '094 Patent is based, in whole or in part on technology, products, support, software or services provided by NDS (collectively, "NDS '094 RELEASEES"), from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, counterclaims, liabilities and demands of whatsoever kind or character throughout the world, known or unknown,

suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not heretofore brought before any foreign or domestic court or governmental agency or entity, relating to or arising from the '094 Patent, and any and all parent patents, continuations, continuations-in-part, divisions, substitutions, reissues and reexaminations thereof, which RELEASORS ever had, now have or hereafter may have against the NDS '094 RELEASEES, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the expiration dates and beyond of the '094 Patent.

(e) DIRECTV's and Hughes' Release of Plaintiff and Techsearch DIRECTV and HUGHES, along with their respective assigns, agents, employees and representatives, hereby and forever release and discharge PLAINTIFF, TECHSEARCH, and their respective successors, assigns, agents, employees, directors, officers, affiliates and representatives, from any and all causes of action relating to or arising from the '066 and '094 Patents, their patent families, including any foreign counterparts solely as to the '066 Patent, or related patents and patent applications, and any and all parent patents, continuations, continuations-in-part, divisions, substitutions, reissues and reexaminations thereof.

(f) Thomson's Release of Plaintiff and Techsearch THOMSON, along with its respective assigns, agents, employees and representatives, hereby and forever release and discharge PLAINTIFF, TECHSEARCH, and their respective successors, assigns, agents, employees, directors, officers, affiliates and representatives, from any and all causes of action relating to or arising from, the '066 and '094 Patents, their patent families, including any foreign counterparts solely as to the '066 Patent, or related patents and patent applications, and any and all parent patents, continuations, continuations-in-part, divisions, substitutions, reissues and reexaminations thereof.

(g) NDS's Release of Plaintiff and Techsearch NDS, along with its respective assigns, agents, employees and representatives, hereby and forever release and discharge PLAINTIFF, TECHSEARCH, and their successors, assigns, agents, employees, directors, officers, affiliates and representatives, from any and all causes of action relating to or arising from, the '066 and '094 Patents, their patent families, including any foreign counterparts solely as to the '066 Patent or related patents and patent applications, and any and all parent patents, continuations, continuations-in-part, divisions, substitutions, reissues and reexaminations thereof.

(h) The parties to this AGREEMENT acknowledge that they were advised by legal counsel before agreeing to the terms of this Section 5.



(i) Nothing in the foregoing mutual releases in this Section 5 shall affect the parties' respective rights to enforce against any other party such other party's obligations expressly set forth in the AGREEMENT. To the extent DIRECTV, HUGHES, THOMSON, and/or NDS are involved in any litigation relating to the '066 or '094 Patents after the entry of the Stipulation and Order of Dismissal in the form attached hereto as Exhibit A, then nothing in the foregoing mutual releases in this section 5 shall affect the ability of DIRECTV, HUGHES, THOMSON, and/or NDS to assert any defenses and/or claims, including, without limitation, noninfringement and invalidity of the '066 and '094 Patents, in such litigation. In no event, however, shall DIRECTV, HUGHES, THOMSON, and/or NDS initiate any litigation against PLAINTIFF or TECHSEARCH claiming noninfringement and/or invalidity of the '066 and/or '094 Patents.

(j) Notwithstanding anything to the contrary in this AGREEMENT or otherwise, no license, release, covenant not to sue or any other rights conferred by RELEASORS to DEFENDANTS or NDS in this AGREEMENT applies to any products, services or business operations of EchoStar or any of its parents, subsidiaries, affiliates, said rights being expressly reserved. However, with respect to THOMSON, RELEASORS will not assert any claim for money damages against EchoStar or THOMSON relating to set top boxes supplied by THOMSON to EchoStar (with reservation of rights against any provider of conditional access systems, ITV platforms or smart cards for use in such set top boxes). By granting rights to certain entities for their actions relating solely to the businesses of DIRECTV, HUGHES, THOMSON and NDS, RELEASORS are not granting rights with respect to any other entities, including, but not limited to, Canal Plus, OpenTV, Wink, News Corp., Liberty Media, or their respective subsidiaries, for activities conducted by such other entities that are unrelated to DIRECTV's, THOMSON's, HUGHES', AND NDS' businesses as expressly provided for in this AGREEMENT, said rights being expressly reserved.

(k) Notwithstanding anything to the contrary in this AGREEMENT or otherwise, no release, covenant not to sue or other rights are granted either expressly or implicitly as to any foreign counterparts or foreign applications relating to the '094 Patent ('094 Patent Foreign Counterparts"); provided, however, that in the event that any RELEASOR acquires any rights to assert any '094 Patent Foreign Counterparts, such '094 Foreign Counterparts shall be deemed to be included in the releases of Sections 5(a)-(g) and the covenants of Section 6(a) as of the effective date of any such acquisition of rights. As of the date of this AGREEMENT, none of the RELEASORS have any right to assert any '094 Patent Foreign Counterparts.

## 6. Covenant Not To Sue

(a) Covenant To Defendants and NDS Concerning the '066 and '094 Patents Subject to Paragraph 5(j) above, PLAINTIFF and TECHSEARCH hereby agree that they will forever refrain from commencing, instituting or prosecuting any lawsuit, action, proceeding, claim, investigation, or demand of any kind or character against the DIRECTV RELEASEES, the HUGHES RELEASEES, the THOMSON RELEASEES (solely as to DIRECTV and EchoStar systems), the NDS '066 RELEASEES as to the '066 Patent, and the NDS '094 RELEASEES as to the '094 Patent, in any foreign or domestic court or governmental agency or entity, based, in whole or in part, on the alleged infringement of the '066 or '094 Patents, their patent families, including any foreign counterparts, solely as to the '066 Patent, and any and all continuations, continuations-in-part, divisions, substitutions, reissues and reexaminations thereof. PLAINTIFF and TECHSEARCH further covenant that the foregoing obligation shall run with the legal and equitable title to the '066 and '094 Patents and their respective patent families, but not any foreign counterparts to the '094 Patent, until their respective expiration dates and beyond.

(b) Covenant Concerning Other Patents PLAINTIFF and TECHSEARCH represent that they have no present intention to commence, institute or prosecute any lawsuit, action or proceeding against any of the DEFENDANTS or NDS under any patent owned, licensed or in any way controlled by them. PLAINTIFF and TECHSEARCH covenant not to commence, institute or prosecute any lawsuit, action or proceeding against DEFENDANTS or NDS prior to January 1, 2004.

## 7. Representations and Warranties

The parties hereto, and each of them, represent and warrant that none of the claims herein released has been assigned, in whole or in part, to any person or entity.

## 8. Additional Provisions

(a) Entire Agreement This AGREEMENT represents the entire agreement of the parties with respect to the transactions contemplated herein. Except as otherwise provided herein, this AGREEMENT may be amended, modified or terminated only by a writing signed by all of the parties hereto.

(b) Binding Effect This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs and legal representatives.

# REDACTED

(d) Counterparts This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This AGREEMENT will become binding and effective upon the exchange of facsimile copies of the required signatures. The PARTIES will thereafter exchange formal signed originals of this AGREEMENT for their permanent records.

(e) Waiver The failure of any party at any time to require performance by any other party of any provision of this AGREEMENT shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this AGREEMENT and shall in no way affect the full right to require such performance from such other party at any time thereafter.

(f) Negotiated Agreement The terms of this AGREEMENT were negotiated by PLAINTIFF, TECHSEARCH, DEFENDANTS and NDS, and none of the parties shall be deemed the sole author of this AGREEMENT. Each party has been represented by legal counsel in connection with the negotiation and execution of this AGREEMENT.

(g) Severability If any provision of this AGREEMENT is declared or found to be illegal, unenforceable or void and the remainder of this AGREEMENT is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

(h) Section Headings The headings to sections of this AGREEMENT shall not be deemed a part of this AGREEMENT and shall not affect the interpretation of this AGREEMENT.

(i) Voluntary Execution This AGREEMENT is executed voluntarily by each of the parties hereto without any duress or undue influence on the part, or on behalf, of any of them. The parties hereto represent and warrant to each other that they have read and fully understand the provisions of this AGREEMENT and have relied upon the advice and representation of legal counsel of their own choosing.

(j) Attorneys' Fees As between PLAINTIFF and TECHSEARCH on the one hand, and DEFENDANTS and NDS on the other, each shall bear their own attorneys' fees, costs and expenses in connection with the Action, the negotiation for and preparation of this AGREEMENT, and the completion of settlement as herein provided.

(k) Governing Law This AGREEMENT shall be interpreted, and the rights and duties of the parties hereto shall be determined, in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Any action brought to enforce the provisions of this AGREEMENT shall be commenced in the United States District Court for the District of Colorado.

**REDACTED**

(iii) Effective Date This AGREEMENT shall be effective as of the date of the last signature of a party or its representative placed on this AGREEMENT and such date shall be known as the "Effective Date" of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates set forth opposite their respective signatures below:

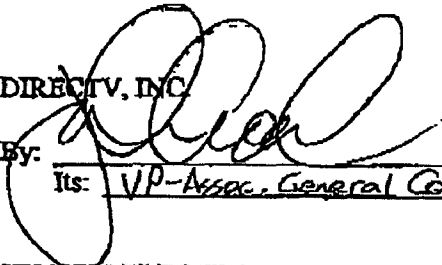
DATED: BROADCAST INNOVATION, L.L.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

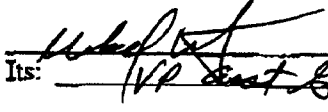
DATED: TECHSEARCH, L.L.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: DIRECTV, INC

By:   
Its: VP-Asso. General Counsel

DATED: HUGHES ELECTRONICS CORP.

By:   
Its: VP Asst. Gen Counsel

DATED: THOMSON INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: NDS LIMITED

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(m) Effective Date This AGREEMENT shall be effective as of the date of the last signature of a party or its representative placed on this AGREEMENT and such date shall be known as the "Effective Date" of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates set forth opposite their respective signatures below:

DATED: BROADCAST INNOVATION, L.L.C.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: TECHSEARCH, L.L.C.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: DIRECTV, INC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: HUGHES ELECTRONICS CORP.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: 8/11/03 THOMSON INC.  
By: J. H. Wagner  
Its: Assoc. Genl. Counsel

DATED: NDS LIMITED  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

(m) Effective Date This AGREEMENT shall be effective as of the date of the last signature of a party or its representative placed on this AGREEMENT and such date shall be known as the "Effective Date" of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates set forth opposite their respective signatures below:

DATED: 6/24/03  
BROADCAST INNOVATION, L.L.C.  
By: [Signature]  
Its: President

DATED: 6/27/03  
TECHSEARCH, L.L.C.  
By: [Signature]  
Its: President

DATED: \_\_\_\_\_  
DIRECTV, INC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: \_\_\_\_\_  
HUGHES ELECTRONICS CORP.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: \_\_\_\_\_  
THOMSON INC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: \_\_\_\_\_  
NDS LIMITED  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

(m) Effective Date This AGREEMENT shall be effective as of the date of the last signature of a party or its representative placed on this AGREEMENT and such date shall be known as the "Effective Date" of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates set forth opposite their respective signatures below:

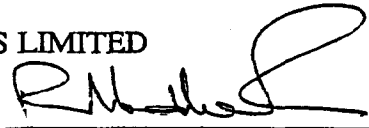
DATED: BROADCAST INNOVATION, L.L.C.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: TECHSEARCH, L.L.C.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: DIRECTV, INC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: HUGHES ELECTRONICS CORP.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: THOMSON INC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: NDS LIMITED  
By:   
Its: CHIEF FINANCIAL OFFICER



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

CIVIL ACTION NO. 01-WY-2201-AJ (BNB)

BROADCAST, L.L.C.,  
Plaintiff,

v.

ECHOSTAR COMMUNICATIONS CORPORATION,  
HUGHES ELECTRONICS CORPORATION,  
DIRECTV, INC., and  
THOMSON MULTIMEDIA, INC.,  
Defendants.

WV  
FILED  
UNITED STATES DISTRICT COURT  
DENVER, COLORADO

JUL 17 2003

GREGORY C. LANGHAM  
CLERK

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**STIPULATION AND ORDER OF DISMISSAL**

---

IT IS STIPULATED, by and among Plaintiff Broadcast Innovation, L.L.C. ("Broadcast") and DIRECTV, Inc., Hughes Electronics Corporation and Thomson Inc. (formerly Thomson multimedia Inc.) (collectively the "DIRECTV Defendants"), through their counsel of record and subject to the approval of the Court that:

(1) All claims presented by the Complaint and Amended Complaint, as well as all counterclaims, shall be dismissed with prejudice as to Broadcast and the DIRECTV Defendants;

(2) Broadcast and the DIRECTV Defendants shall bear their own costs and attorneys' fees; and

(3) This Court retains jurisdiction of this matter for the purpose of resolving any controversy or claim arising out of or relating to the terms and conditions of Negotiated Settlement and Release Agreement ("Agreement"), a party's performance or failure to perform under the Agreement, or any other claim or dispute arising out of or resulting from the Agreement, or the propriety of the conduct of the Broadcast and the DIRECTV Defendants with respect to the Agreement.

(4) Nothing in this Order affects any of the claims and/or counterclaims as between Broadcast and EchoStar Communications Corporation.

Dated: July 11, 2003

JONES DAY

By: Victor G. Savikas  
Victor G. Savikas  
Attorneys for Defendant DIRECTV,  
INC.

FRIEDMAN, SUDER & COOKE

By: Jonathan T. Suder  
Jonathan T. Suder  
Attorneys for Plaintiff BROADCAST  
INNOVATION, L.L.C.

FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, LLP

By: John Michael Jakes  
John Michael Jakes  
Attorneys for Defendant HUGHES  
ELECTRONICS

WOODARD, EMHARDT, MORIARTY,  
MCNETT, & HENRY

By: John C. McNett  
John C. McNett  
Attorneys for Defendant THOMSON  
INC. (formerly THOMSON  
MULTIMEDIA, INC.)

WEIL, GOTSHAL & MANGES, LLP

By: Steven Jay Rizzi  
Steven Jay Rizzi  
Attorneys for DIRECTV, INC.;  
THOMSON, INC. (formerly  
THOMSON MULTIMEDIA, INC.);  
and HUGHES ELECTRONICS

SO ORDERED:

Alan B. Johnson  
ALAN B. JOHNSON, U.S.D.J.  
United States District Judge  
Dated: July 14, 2003

**EOD**  
UNITED STATES DISTRICT COURT  
DENVER, COLORADO

JUL 17 2003

GREGORY C. LANGHAM  
CLERK

CIVIL ACTION NO. 01-WY-2201 AJ (BNB)

Stipulation and Order of Dismissal

July 17, 2003

Page 1

Certificate of Mailing

A copy of the attached Stipulation and Order of Dismissal signed by Judge Alan B. Johnson was delivered to the following on July 17, 2003, by:

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