United States Patent and Trademark Office

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	e record the attached documents or the new address(es) being			
1. Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)			
Walter Hurwitz	Name: Broadcom Corporation			
Richard G. Thousand	Name: Broadcom Corporation			
Kevin Brown Gary Huff	11			
Execution Date(s) 12/1/04, 11/29/04, 11/18/04, 11/17/04				
Additional name(s) of conveying party(ies) attached? Yes X No	Street Address: 16215 Alton Parkway			
3. Nature of conveyance:				
X Assignment Merger	City: <u>Irvine</u>			
Security Agreement Change of Name	State: California			
Government Interest Assignment	Country: U.S.A. Zip: 92618-3616			
Executive Order 9424, Confirmatory License	Zip. 22010-3010			
Other	Additional name(s) & address(es) attached? $\square$ Yes $\boxed{X}$ No			
	document is being filed together with a new application.			
A. Patent Application No.(s)	B. Patent No.(s)			
(to be assigned)				
Additional numbers att	ached? Yes XNo			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:			
Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00			
Internal Address: c/o	Authorized to be charged by credit card			
	Authorized to be charged to deposit account			
Street Address: 1100 New York Avenue, N.W.	Enclosed			
	None required (government interest not affecting title)			
City: Washington	8. Payment Information			
State: <u>D.C.</u> Zip: <u>20005-3934</u>	a. Credit Card Last 4 Numbers Expiration Date <u>08/2005</u>			
Phone Number:	<del></del>			
Fax Number:	b. Deposit Account Number 19-0036			
Email Address:	Authorized User Name			
9. Signature:	December 6, 2004			
Signature	Date			
Jeffrey T. Helvey	Total number of pages including cover			
Name of Person Signing  Documents to be recorded (including cover sheet	sheet, attachments, and documents.			
Mail Ston Assignment Recordation Services Director of				

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54:00 Op

**PATENT** 

**REEL: 016053 FRAME: 0575** 

## **ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Walter Hurwitz, Richard G. Thousand, Kevin Brown and Gary Huff, hereby sell and assign to Broadcom Corporation, a corporation formed under the laws of California, whose mailing address is 16215 Alton Parkway, Irvine, California 92618-3616 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

- (a) in the invention(s) known as Apparatus and Method for Auto-Negotiation in a Communication System for which application(s) for patent in the United States of America was filed on \_\_\_\_\_\_ (also known as United States Application No. (to be assigned), ), in any and all applications thereon, in any and all Letters Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant James D. Bennett, Registration No. 37,550, Jeffrey DeRoy Wheeler, Registration No. 39,066; Noel Benjamin Whitley, Registration No. 42,225; and Harry Shannon Tyson, Jr., Registration No. 42,193, of Broadcom Corporation, 16215 Alton Parkway, Irvine, CA 92618-3616, and Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that 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.

Page 1 of 2

PATENT REEL: 016053 FRAME: 0576

	IN WITNESS WHEREOF, executed b	by the undersigned inventors on the date opposite his/her name.
Date:	12/1/04	Signature of Inventor:  Walter Hurwitz
Date:	-	Signature of Inventor:  Richard G. Thousand
Date:	11-18-04	Signature of Inventor:  Kevin Blown
Date:	11/17/04	Signature of Inventor:  Gary Nuff

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## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Walter Hurwitz, Richard G. Thousand, Kevin Brown and Gary Huff, hereby self and assign to Broadcom Corporation, a corporation formed under the laws of California, whose mailing address is 16215 Alton Parkway, Irvine, California 92618-3616 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

- (a) in the invention(s) known as Apparatus and Method for Auto-Negotiation in a Communication System for which application(s) for patent in the United States of America was filed on \_\_\_\_\_ (also known as United States Application No. (to be assigned), ), in any and all applications thereon, in any and all Letters Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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Page 1 of 2

Date: 11 /2	9/04	Signature of Inventor	or Walter Hiprobits	1 DC	$\mathcal{N}$	
Date:		Signature of Invento	Richard G. Thousand  or.  Kevin Brown		X	
Date:		Signature of Invento				
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