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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC

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PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

QCOM TV, Inc.

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

2. Name and address of receiving party(ies)

Name: QCOM TV Partners

Internal Address: _____

Street Address: 1500 Market Street

City: Philadelphia

State: Pennsylvania

Country: US Zip: 19102-2148

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 31, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,289,514

Additional numbers attached? Yes No

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

Name: Joseph M. Imhof, Esq.

Internal Address: DRINKER BIDDLE & REATH LLP

Street Address: One Logan Square

18th and Cherry Streets

City: Philadelphia

State: Pennsylvania Zip: 19103-6996

Phone Number: (215) 988-2700

Fax Number: (215) 988-2757

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0573

Authorized User Name _____

9. Signature:

Joseph M. Imhof
Signature

May 2, 2005

Date

05/05/2005 DBYRNE 00000010 6289514

01 FC:8081

JOSEPH M. IMHOF

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made as of this 31st day of January, 2005, by and between QCOM TV, Inc. ("Assignor") and QCOM TV Partners ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the Intellectual Property (as defined herein);

WHEREAS, Assignor desires to execute this Assignment to effect the transfer of all of Assignor's right, title and interest in and to the Intellectual Property to Assignee; and

WHEREAS, Assignee desires to take assignment of Assignor's right, title and interest in and to the Intellectual Property.

NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by Assignor if this Assignment had not been made. As used in this Assignment, "Intellectual Property" shall mean all intellectual property assets owned by Assignor, including, without limitation: (a) all copyrights, whether registered or unregistered, and all renewals and extensions thereof, and all registrations and applications therefor; (b) all trademarks, service marks, trade names, logos and trade dress, and all registrations and applications therefor, together with the goodwill of Assignor's business associated therewith and the portion of the business of Assignor to which any intent-to-use application pertains, including the applications and registrations set forth on Schedule A hereto; (c) all patents and patent applications and inventions covered thereby, and all divisional applications, continuation applications, continuation-in-part applications, reissue applications, reexamination requests, renewals or extensions thereof, including the patents and patent applications set forth on Schedule A hereto; and (d) all legal or common law equivalents held by Assignor relating to the foregoing. The Intellectual Property is assigned together with all rights, powers, privileges and immunities arising or accrued from the Intellectual Property, including all causes of action for past, present and future infringements based on such Intellectual Property.

2. Recordation. Assignor hereby agrees to execute upon the request of Assignee, at Assignee's sole expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including all documents necessary to record in the name of Assignee the assignment of the Intellectual Property with the United States Patent and Trademark Office and the United States

Copyright Office and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar.

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IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first written above.

QCOM TV, INC., as Assignor

By: Neal S. Grabell
Name: Neal S. Grabell
Title: Senior Vice President

Commonwealth
STATE OF Pennsylvania,
COUNTY OF Chester)ss: West Chester, PA

On this 31st day of January, 2005, before me personally appeared Neal S. Grabell, to me personally known, who, being duly sworn, did say that s/he is the Sr. V.P. of QCOM TV, Inc. and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Deborah J. Ryan
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deborah J. Ryan, Notary Public
West Goshen Twp., Chester County
My Commission Expires Nov. 8, 2007
Member, Pennsylvania Association of Notaries

QCOM TV PARTNERS, as Assignee

By: QVC, Inc, as partner

By: Neal S. Grabell
Name: Neal S. Grabell
Title: Senior Vice President

Commonwealth
STATE OF Pennsylvania)
COUNTY OF Chester)ss: West Chester, PA

On this 31st day of January, 2005, before me personally appeared Neal S. Grabell, to me personally known, who, being duly sworn, did say that s/he is the Sr. V.P. of QVC, Inc., and that s/he duly executed the foregoing instrument and that said corporation acknowledged said instrument to be the free act and deed of said general partnership.

Deborah J. Ryan
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deborah J. Ryan, Notary Public
West Goshen Twp., Chester County
My Commission Expires Nov. 8, 2007
Member, Pennsylvania Association of Notaries

QCOM TV PARTNERS, as Assignee

By: Comcast Holdings Corporation, as partner

By: _____

Name:

Title:

STATE OF)
)ss:
COUNTY OF)

On this ____ day of January, 2005, before me personally appeared _____, to me personally known, who, being duly sworn, did say that s/he is the _____ of Comcast Holdings Corporation, and that s/he duly executed the foregoing instrument and that said corporation acknowledged said instrument to be the free act and deed of said general partnership.

Notary Public

SCHEDULE A

I. Trademarks

TRADEMARK	COUNTRY	REG./(APP.) NO.	REG./(APP.) DATE
TARGETTV	U.S.	2,523,187	12/25/01
TARGETTV 1234567890 and Design	U.S.	2,898,812	11/2/04
VIEW METER	U.S.	(76/319,261)	(9/28/01)
CLICK METER	U.S.	(76/319,260)	(9/28/01)
VIEWVREACH	U.S.	(76/319,259)	(9/28/01)
VIEWERVISION	U.S.	(76/319,257)	(9/28/01)
MINUTEVIEW	U.S.	(76/319,256)	(9/28/01)
NEXT VIEW	U.S.	(76/319,242)	(9/28/01)
TRANSFORMTV	U.S.	(78/384,119)	(3/15/04)
TO BUY PRESS and Design	U.S.	(76/511,767)	(5/6/03)

II. Patents

TITLE	COUNTRY	PATENT NO.	ISSUE DATE
System and method for the near-real time capture and reporting of large population consumer behaviors concerning television use	U.S.	6,289,514	9/11/2001
	Australia	777231	TBD

III. Patent Applications

TITLE	COUNTRY	APPLICATION NO.	FILE DATE
System and method for the near-real time capture and	U.S.	2002/0059632	9/06/2001

reporting of large population consumer behaviors concerning television use (continuation application)			
System and method for the near-real time capture and reporting of large population consumer behaviors concerning television use (original application)	Canada China European Community Russia	TBD TBD TBD TBD	
System and Method for Guaranteed Anonymity of Cable Television Viewership Behavior	U.S. PCT	10/628,173 US2004/020794	7/28/2003 6/28/2004
System and Method for Viewer Messaging Via Television	U.S.	10/738,805	12/17/2003