

02-07-2006



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


<p>1. Name of conveying party(ies)/Execution Date(s): VIACOM INTERNATIONAL, Inc. 1515 Broadway New York, NY 10036</p> <p>Execution Date(s): <u>December 28, 2005</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>NEW VIACOM INTERNATIONAL CORP.</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>1515 Broadway</p> <p>City: <u>New York</u></p> <p>State: <u>NY</u></p> <p>Country: _____ Zip: <u>10036</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Government Interest Assignment</p> <p><input type="checkbox"/> Executive Order 9424, Confirmatory License</p> <p><input type="checkbox"/> Other _____</p>	

4. Application or patent number(s): This document is being filed together with a new application.

<p>A. Patent Application No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Patent No.(s)</p> <p>5,923,642 6,011,950</p>
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<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: JAMES R. BURDETT VENABLE LLP</p> <p>Internal Address: Atty. Dkt.: 39546-179987/39546-180006</p> <p>Street Address: P.O. Box 34385</p> <p>City: <u>Washington</u></p> <p>State: <u>DC</u> Zip: <u>20043-9998</u></p> <p>Phone Number: <u>(202) 344-4000</u></p> <p>Fax Number: <u>(202) 344-8300</u></p> <p>Email Address: _____</p>	<p>6. Total number of applications and patents involved: 2</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>80.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>22-0261</u> Authorized User Name <u>VENABLE LLP</u></p>
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9. Signature:



 Signature

February 2, 2006

 Date

Ralph P. Albrecht, Reg. No. 43,466

 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

DC2-718276v1

02/06/2006 DBYRNE 00000249 220261 5923642
01 FC:8021 (80.00 DA)

GENERAL ASSIGNMENT OF PATENTS

This General Assignment Of Patents from Viacom International Inc., a Delaware corporation of address 1515 Broadway, New York, New York 10036, ("**Assignor**"), to New Viacom International Corp., a Delaware corporation of address 1515 Broadway, New York, New York 10036, ("**Assignee**"), is effective December 31, 2005 ("**Effective Date**").

WHEREAS, pursuant to the Bill of Sale, Assignment and Assumption Agreement ("**Agreement**"), dated as of December 21, among Assignor and Assignee, Assignor sells, assigns, transfers and conveys to Assignee, without limitation, all right, title and interest in and to the patent applications and patents listed in Exhibit A hereto.

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Assignor:

1. Assignment. Assignor by these presents does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to Assignee, its successors and assigns, forever, its entire right, title and interest, if any, in and to the following:

- (a) all patents and/or patent applications listed on Exhibit A hereto;
- (b) all rights to any patents listed on, and to any patents that may be granted from the patent applications listed on, Exhibit A hereto; and
- (c) all rights to any divisions, continuations, reissues of, or related US and foreign applications and all other rights, powers, privileges and interests of whatsoever nature, kind or description relating to the rights and interests referred to in paragraph (a) of this Section 1, including, without limitation, the right to sue and recover for past, present, and future infringement.

2. Further Assurances. From and after the Effective Date, upon the reasonable request of Assignee, Assignor shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, powers of attorney, and other instruments and papers as may be required to sell, assign, transfer, convey and deliver to and vest in Assignee and protect its right, title, and interest in any employment of all the rights and interest hereby assigned and transferred to Assignee or intended so to be. The omission of any right relating to any patent or patent applications from the specific terms of this Assignment shall not be deemed to limit the assignment of such right pursuant to the said Agreement:

3. Power of Attorney. Assignor hereby irrevocably constitutes and appoints James R. BURDETT, Andrew C. AITKEN, Zayd ALATHARI, Ralph P. ALBRECHT, , Robert S. BABAYI, Henry J. DALEY, Ryan M. FLANDRO, Robert J. FRANK, Eric J.

FRANKLIN, Michael A. GOLLIN, Jeffrey W. GLUCK, Edward D. GRIEFF, Keith G. HADDAWAY, Ann S. HOBBS, Jeffri A. KAMINSKI, Robert KINBERG, Kavita B. LEPPING, Manni LI, Clifton E. McCANN, Julie A. PETRUZZELLI, Michael A. SARTORI, Marina V. SCHNELLER, Steven J. SCHWARZ, Stuart I. SMITH, Caroline J. SWINDELL, Blair E. TAYLOR, Catherine M. VOORHEES, and Thomas G. WISEMAN, Edward W. YEE, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignee or in the name of Assignor, but for the benefit and at the expense of Assignee, to take any and all action which Assignee may deem proper in order to fully vest in Assignee the rights and interests hereby assigned and transferred to Assignee or intended so to be. Assignor acknowledges that the foregoing powers are coupled with an interest.

4. Recordation. Assignor hereby irrevocably authorizes and requests the United States Commissioner and/or Director of Patents and Trademarks and, as appropriate, those corresponding officials in the several states and countries throughout the world, and any other agency or authority having jurisdiction in these matters to record Assignee as the owner of and/or to issue in accordance with this Assignment, the patents and patent applications which are assigned to Assignee by this Assignment, and hereby irrevocably consents to the filing and recordation of this Assignment with the United States Commissioner and/or Director of Patents and Trademarks and with such other officials, agencies, and authorities.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices. Any notice, request or other document to be given hereunder to Assignor or Assignee shall be in writing and sent by registered or certified mail, postage prepaid, if to Assignee, addressed to:

Viacom International Inc.
1515 Broadway
New York, New York 10036
Attention: Michelena Hallie
Telephone #: (212) 258-6849
Facsimile #: (212) 258-6193
Email: Michelena.Hallie@viacom.com

with copy to:

James R. Burdett
Venable LLP
575 7th Street, NW
Washington, DC 20004
Facsimile: (202) 344-8300
Telephone: (202) 344-4000

and, if to Assignor, addressed to:

Viacom International Inc.
1515 Broadway
New York, New York 10036
Attention: Michelena Hallie
Telephone #: (212) 258-6849
Facsimile #: (212) 258-6193
Email: Michelena.Hallie@viacom.com

Assignor or Assignee may change its address for receiving notices, requests and other documents by giving written notice of such change to the other.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and its corporate seal to be affixed hereto.

Assignor

VIACOM INTERNATIONAL INC.

Michael D. Fricklas
By: Michael D. Fricklas

Title: VP and Secretary

Date: 12/28/05

STATE OF New York §
COUNTY OF New York §

ss:

On 12/28, 2005, before me personally appeared Michael D. Fricklas the VP and Secretary of Viacom International Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that such person executed the same in such person's authorized capacity, and that, by such person's signature on the instrument, the person or the entity on behalf of which the person acted executed the instrument.

WITNESS my hand and official seal:

Dolores A. Riccitti

Notary Public

(Notarial Seal)

My commission expires 3/9/07

DOLORES A. RICCITTI
Notary Public, State of New York
No. 31-488666
Qualified in New York County
Commission Expires March 9, 2007

Exhibit A

U.S. Patent No. 5,519,790

Inventor: Michael J. Manning of Des Plaines, IL

Title: METHOD FOR REDUCING NOISE IN DIGITAL VIDEO INFORMATION

Date Filed: November 21, 1994

Issue Date: May 21, 1996

Attorney Docket Number: 39546-179972

U.S. Patent No. 5,923,642

Inventor: Alan D. Young of New Canaan, CT;

Title: APPARATUS AND METHOD FOR USING FORWARD ERROR CORRECTION SETTING TO ENABLE SIMULTANEOUS USE OF MULTIPLE MODULATION SYSTEMS ON TERRESTRIAL DISTRIBUTION NETWORKS

Date Filed: July 11, 1997

Issue Date: July 13, 1999

Attorney Docket Number: 39546-179987

NYDOC802749940.2

U.S. Patent No. 6,011,950

Inventor: Alan D. Young of New Canaan, CT;

Title: APPARATUS AND METHOD FOR USING FORWARD ERROR CORRECTION SETTING TO ENABLE SIMULTANEOUS USE OF MULTIPLE MODULATION SYSTEMS ON TERRESTRIAL DISTRIBUTION NETWORKS

Date Filed: February 18, 1999

Issue Date: January 4, 2000

Attorney Docket Number: 39546-180006

International Patent Application No. PCT/US98/14166

Applicant: Viacom International Inc.

Inventors: Alan D. YOUNG of New Canaan, CT

Title: APPARATUS AND METHOD FOR USING FORWARD ERROR CORRECTION SETTING TO ENABLE SIMULTANEOUS USE OF MULTIPLE MODULATION SYSTEMS ON TERRESTRIAL DISTRIBUTION NETWORKS

Date Filed: July 13, 1998

Publication Date: January 21, 1999

Attorney Docket Number: 39546-179988

NYDOCS02749940.2

Country: China

Patent No.: ZL98808779.0

Inventor: Alan D. YOUNG of New Canaan, CT

Title: APPARATUS AND METHOD FOR USING FORWARD ERROR CORRECTION SETTING TO ENABLE SIMULTANEOUS USE OF MULTIPLE MODULATION SYSTEMS ON TERRESTRIAL DISTRIBUTION NETWORKS

Date Filed: July 13, 1998

Issue Date: January 14, 2004

Attorney Docket Number: 39546-179990

Country: Israel

Patent No.: 133977

Inventor: Alan D. YOUNG of New Canaan, CT;

Title: APPARATUS AND METHOD FOR USING FORWARD ERROR CORRECTION SETTING TO ENABLE SIMULTANEOUS USE OF MULTIPLE MODULATION SYSTEMS ON TERRESTRIAL DISTRIBUTION NETWORKS

Date Filed: July 13, 1998

Issue Date: March 11, 2004

Attorney Docket Number: 39546-180003

NYDOC02749940.2

Country: Japan

Patent Application No.: 2000-502595

Applicant: Viacom International Inc.

Inventor: Alan D. YOUNG of New Canaan, CT;

Title: APPARATUS AND METHOD FOR USING FORWARD ERROR CORRECTION SETTING TO ENABLE SIMULTANEOUS USE OF MULTIPLE MODULATION SYSTEMS ON TERRESTRIAL DISTRIBUTION NETWORKS

Date Filed: July 13, 1998

Publication No.: 2001-510296

Publication Date: July 31, 2001

Attorney Docket Number: 39546-180004

NYDOC502749940.2

Country: Hong Kong

Patent No. 1030497

Applicant: Viacom International Inc.

Inventor: Alan D. YOUNG of New Canaan, CT;

Title: APPARATUS AND METHOD FOR USING FORWARD ERROR CORRECTION SETTING TO ENABLE SIMULTANEOUS USE OF MULTIPLE MODULATION SYSTEMS ON TERRESTRIAL DISTRIBUTION NETWORKS

Date Filed: February 22, 2001

Issue Date: August 20, 2004

Attorney Docket Number: 39546-180005

DC2/702001.1

NYDOC02749940.2