

Form PTO-1595 (Rev. 07/05)  
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Docket No.: 60097-0403  
U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET 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)

- 1) BARTON, James      5) SCHMIDT, Margret  
2) STEVENS, Paul      6) KLEIN, Bruce  
3) SANDFORD, David  
4) HAYES, Robin

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

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

Execution Date(s) 8/25/06: J. Barton; R. Hayes; B. Klein;  
8/28/06: P. Stevens; M. Schmidt; 9/1/06: D. Sandford

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

### 2. Name and address of receiving party(ies)

Name: TiVo, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2160 Gold Street

P.O. Box 2160

City: Alviso

State: CA

Country: USA      Zip: 95002

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

### 4. Application or patent number(s):

A. Patent Application No.(s)  
11/492,281

☐ This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Hickman Palermo Truong & Becker LLP

Internal Address: \_\_\_\_\_

Street Address: 2055 Gateway Place, Suite 550

City: San Jose

State: California      Zip: 95110-1083

Phone Number: 408-414-1080

Fax Number: 408-414-1076

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 50-1302

Authorized User Name Hickman Palermo Truong & Becker LLP

9. Signature: Christian A. Nicholes      Signature

9/5/06      Date

Christian A. Nicholes, reg. no. 50,266

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

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REEL: 018233 FRAME: 0981

Docket No.: 60097-0403

ASSIGNMENT

WHEREAS WE, **JAMES M. BARTON** of Alviso, California; **PAUL STEVENS** of Felton, California; **DAVID SANDFORD** of Berkeley, California; **ROBIN HAYES** of Palo Alto, California; **MARGRET SCHMIDT** of Redwood City; and **BRUCE KLEIN** of Palo Alto, California, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled **METHOD AND APPARATUS FOR ADVERTISEMENT PLACEMENT IN A USER DIALOG ON A SET-TOP BOX**, for which an application for United States Letters Patent was filed July 24, 2006, and identified by United States Serial No. 11/492,281;

AND WHEREAS, **TiVo Inc.**, a corporation of the State of Delaware and having an address of 2160 Gold Street, P.O. Box 2160, Alviso, California, 95002-2160 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, we do hereby sell, assign, transfer and set over unto **TiVo Inc.**, its legal representatives, successors, and assigns ("Assignee"), the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, we hereby agree with the said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and Assignee;

AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Docket No.: 60097-0403

8/25/06  
Date

  
JAMES BARTON

8/28/06  
Date

  
PAUL STEVENS

9/1/06  
Date

  
DAVID SANDFORD

8/25/06  
Date

  
ROBIN HAYES

8/28/06  
Date

  
MARGRET SCHMIDT

8/25/06  
Date

  
BRUCE KLEIN