

10-25-2006



Form PTO-1595 (Rev. 08/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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

103326928

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.

10:19:06

11/583070



101906

**1. Name of conveying party(ies)**  
(1) Mark Dale;  
(2) David Hartman; and  
(3) Anders Hebsgaard  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Broadcom Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 16215 Alton Parkway  
City: Irvine  
State: California  
Country: U.S.A. Zip: 92618-3616  
Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) (1) 3/11/02; (2) 3/8/02; (3) 3/11/02  
 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) \_\_\_\_\_  
to be assigned  
B. Patent No.(s) \_\_\_\_\_  
Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.  
Internal Address: c/o Robert Sokohl  
Street Address: 1100 New York Avenue, N.W.  
City: Washington  
State: D.C. Zip: 20005-3934  
Phone Number: (202) 371-2600  
Fax Number: (202) 371-2540  
Email Address: rsokohl@skgf.com

**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 1005  
Expiration Date 08/2009  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name SKGF PLLC

**9. Signature:** \_\_\_\_\_ 10/19/06  
Signature Date

Robert Sokohl  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

597870

10/20/2006 MWOLDGE1 00000053 11583070

04 FC:8021

( 40.00 DP )

PATENT  
REEL: 018444 FRAME: 0193

# 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: (1) Mark Dale, (2) David Hartman and (3) Anders Hebsgaard, the undersigned inventors hereby sell and assign to Broadcom Corporation (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:

check applicable box(es)       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 Downstream Adaptive Modulation in DOCSIS Based Communications Systems for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) 3/11/02, (2) 3/8/02, and (3) 3/11/02 known as United States Application No. to be assigned, filed herewith, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

*John  
Reg No.  
38,759*

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing 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 inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any 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.

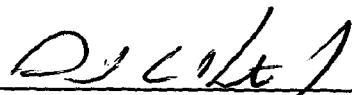
The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof 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 inventor(s) hereby represent(s) 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 inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, 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.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 3/11/02 Signature of Inventor:  (1)  
Mark Dale

Date: 3/8/02 Signature of Inventor:  (2)  
David Hartman

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_ (3)  
Anders Hebsgaard