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

08-01-2008



IT

To the Director of the U.S. Patent and

103517024

documents or the new address(es) below.

1. Name of conveying party(ies)

1) Mark Dale; 2) David L. Hartman; 3) Dorothy D. Lin;
4) Rocco J. Brescia Jr.; 5) Alan Gin; 6) Ravi Bhaskaran;
7) Jen-chieh Chien; and 8) Adel Fanous

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

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

Execution Date(s) see attached sheet

- ☒ 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: Broadcom Corporation

Internal Address: _____

Street Address: 5300 California Ave.

City: Irvine

State: CA

Country: US Zip: 92617

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

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

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: jpohl@skgf.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

- ☒ 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 19-0036

Authorized User Name SKGF PLLC

9. Signature:

Signature

Date

James I. Pohl
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 10

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

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PATENT
REEL: 021332 FRAME: 0646

Continuation of Section 3 (execution dates):

**1) 10/11/1999; 2) 4/29/2003; 3) 4/21/2003; 4) 4/22/2003; 5) 4/21/2003; 6) 4/21/2003;
7) 4/21/2003; and 8) 4/21/2003.**

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT ("Agreement") is entered into on 10/11/99, 1999, between Broadcom Corporation (the "Company") and MARK DALE, ("Employee").

In consideration of Employee's employment by the Company and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

Part 1. Effectiveness

This Agreement shall become effective on the earlier of (1) the commencement of Employee's employment with the Company, or (2) the date and time at which any Confidential Information (as defined in Section 2.1 below) was or is first disclosed to Employee.

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Part 4. Assignment of Employee Inventions

4.1 Disclosure. Employee will promptly disclose in writing, to the Company, all discoveries, developments, designs, ideas, improvements, inventions, formulas, programs, devices, processes, techniques, know-how, data and original materials, (whether or not patentable or registerable, under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company, (all of the foregoing are referred to in this Agreement as "Inventions"). As used herein, the term Inventions shall include, without limitation, all notes, records, specifications, flow charts and documentation relating to the Inventions.

4.2 Assignment of Inventions. Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee irrevocably assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Inventions, including, without limitation, copyright, trademark, trade secret, patent and mask work right. Employee acknowledges and agrees that no rights relating to any Invention are reserved to Employee. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence or effect the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions. Any provision in this Agreement requiring Employee to assign rights to an Invention does not apply to any Invention that qualifies under California Labor Code §2870, which section is reproduced in the Written Notification to Employee attached to this Agreement as Schedule B.

4.3 Power of Attorney. In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or other cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact, to act for and in his or her behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

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6.9 Employment at Will. Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Agreement shall limit or otherwise alter the foregoing.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT AND HAS RECEIVED A COPY OF THE WRITTEN NOTIFICATION TO EMPLOYEE CONTAINING LABOR CODE §2870.

Dated: Oct 11, 1999

Mark Dsk
(Signature of Employee)

Address for Notifications

Mark Dsk
(Name of Employee)

20370 Wolcott
(Street Address)

Saratoga, CA, 95070
(City, State, Zip Code)

Dated: Oct 15, 1999

BROADCOM CORPORATION

A California corporation

By: J. K. French

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to the undersigned inventors: (1) Mark DALE, (2) David L. HARTMAN, (3) Dorothy D. LIN, (4) Rocco J. BRESCIA, Jr., (5) Alan GIN, (6) Ravi BHASKARAN, (7) Jen-chieh CHIEN, and (8) Adel FANOUS, 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 known as Upstream Frequency Control for DOCSIS Based Satellite Systems for which application for patent in the United States of America has been executed by the undersigned on (1) ✓, (2) ✓, (3) ✓, (4) ✓, (5) ✓, (6) ✓, (7) ✓, and (8) ✓, (also known as United States Application No. 10/352,251, filed January 28, 2003), 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 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 inventors agree to execute all papers necessary in connection with the application 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.

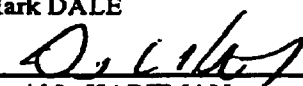
The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s)

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 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 and David J. Rosmann, Registration No. 43,059, of Broadcom Corporation, and 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; 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; and Patrick E. Garrett, Esq., Registration No. 39,987, 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 on the date opposite his/her name.

Date: ✓ _____	Signature of Inventor: ✓ _____ Mark DALE
Date: ✓ <u>4/29/03</u>	Signature of Inventor: ✓ <u></u> David L. HARTMAN
Date: ✓ _____	Signature of Inventor: ✓ _____ Dorothy D. LIN
Date: ✓ _____	Signature of Inventor: ✓ _____ Rocco J. BRESCIA, Jr.
Date: ✓ _____	Signature of Inventor: ✓ _____ Alan GIN
Date: ✓ _____	Signature of Inventor: ✓ _____ Ravi BHASKARAN
Date: ✓ _____	Signature of Inventor: ✓ _____ Jen-chieh CHIEN
Date: ✓ _____	Signature of Inventor: ✓ _____ Adel FANOUS

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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 the undersigned inventors: (1) Mark DALE, (2) David L. HARTMAN, (3) Dorothy D. LIN, (4) Rosco L. BRESCIA, Jr., (5) Alan GIN, (6) Ravi BHASKARAN, (7) Jen-chieh CHIEN, and (8) Adel FANOUS, 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 known as Unstream Frequency Control for DOCSIS Based Satellite Systems for which application for patent in the United States of America has been executed by the undersigned on (1) ✓ (2) ✓
 (3) ✓ 4/21/2003 (4) ✓ 4/22/2003 (5) ✓ 4/21/2003 (6) ✓ 4/21/03
 (7) ✓ 4/21/2003 and (8) ✓ 4/21/03, (also known as United States Application No. 10/352,251, filed January 28, 2003), 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 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.

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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.

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

Date: Signature of Inventor:
Mark DALE

Date: Signature of Inventor:
David L. HARTMAN

Date: 4/21/03 Signature of Inventor: *[Signature]*
Dorothy D. LIN

Date: 4/22/2003 Signature of Inventor: *[Signature]*
Rocco I. BRESCIA, Jr.

Date: 4/21/2003 Signature of Inventor: *[Signature]*
Alan GIN

Date: 4/21/03 Signature of Inventor: *[Signature]*
Ravi BHASKARAN

Date: 4/21/2003 Signature of Inventor: *[Signature]*
Jen-chieh CHEN

Date: 4/21/2003 Signature of Inventor: *[Signature]*
Adel FANOUS

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