

REC



JET

Commissioner of Patents and Trademark

103523036

Please record the attached document

9-4-08

1. Name of conveying party(ies): <b>Chellomedia Programming BV</b> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <b>UPC Broadband Operations BV</b> Address: <b>53 Boeing Avenue,</b> City: <b>Schiphol-Rijk</b> State: _____ ZIP Code: <b>1119 PE</b> Country: <b>The Netherlands</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <b>Agreement</b> Execution Date: <b>4 April 2008</b>		4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s): 11/597,387      10/383,926 10/383,928      10/383,932 10/383,937      11/597,735 10/383,925 B. Patent No.(s): _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Mark F. Harrington, Esq.</b> Address: <b>Harrington &amp; Smith, LLP</b> <b>4 Research Drive</b> City: <b>Shelton</b> State: <b>CT</b> ZIP Code: <b>06484-6212</b>		6. Total number of applications and/or patents involved: ..... 7. Total fee (37 CFR 3.41): ..... <b>\$280.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge deposit account <input checked="" type="checkbox"/> Please charge any fee deficiency to deposit account				
		8. Deposit account number: <b>50-1924</b>				
DO NOT USE THIS SPACE						
9. Statement And Signature: <p style="text-align: center;"><i>To the best of my knowledge and belief, the foregoing information is true and correct and, the attached document is either an original document or a true copy of the original document.</i></p> <table style="width: 100%;"> <tr> <td style="width: 30%;"><u>Mark F. Harrington</u> Name of Person Signing</td> <td style="width: 40%; text-align: center;"> Signature</td> <td style="width: 30%; text-align: right;">9/2/08 Date</td> </tr> </table> <p style="text-align: right;">Total number of pages including cover sheet(s): 29 Page 1 of 29.</p>				<u>Mark F. Harrington</u> Name of Person Signing	 Signature	9/2/08 Date
<u>Mark F. Harrington</u> Name of Person Signing	 Signature	9/2/08 Date				

09/04/2008 DBYRNE 00000032 501924 11597387  
01 FC:8021 280.00 DA

**THIS AGREEMENT** is made on 4 April 2008

**BETWEEN:**

- 1) UPC Broadband Operations BV, a private limited liability company incorporated under the laws of the Netherlands, whose registered office is at 53 Boeing Avenue, 1119 PE Schiphol-Rijk, the Netherlands (the "**Purchaser**"); and
- 2) Chellomedia Programming BV, a private limited liability company incorporated under the laws of the Netherlands, whose registered office is at Berghaus Plaza, Wilhelminalplein 2-4, 1062 HK Amsterdam, the Netherlands (the "**Seller**"); and
- 3) Chellomedia Services Limited, a private company with limited liability incorporated under the laws of England and Wales whose registered office is at Michelin House, 81 Fulham Road, London ("**CMS**").

**BACKGROUND:**

- (A) On 23 December 2004 Seller and UPC Broadband N.V. entered into an asset sale and purchase agreement for certain material fixed assets relating to Seller's on demand and interactive services business units.
- (B) On 22 December 2005, Seller, CMS, Purchaser and Liberty Global Europe Limited entered into an asset sale and purchase agreement for the sale by Seller and CMS to Purchaser and Liberty Global Europe Limited of certain material fixed assets relating to interactive services, as supplemented from time to time (the "**ISG Asset Purchase Agreement**"). Pursuant to the ISG Purchase Agreement any tangible assets in relation to interactive services have been transferred from Seller and CMS to Purchaser and Liberty Global Europe Limited before 1 April 2008,
- (C) Pursuant to a service agreement entered into on 1 August 2005, as amended by way of the service agreement dated 1 November 2007 and as amended by way of the service agreement with effective date 1 January 2007 (the "**Service Agreement**"), Seller and Purchaser agreed that Seller would provide to Purchaser, *inter alia*, interactive services as set out in Schedule 1 of this Agreement (the "**Interactive Services**"), and, in order to enable Seller to perform the Interactive Services, Seller received from Purchaser a right to use the assets that was subject to the ISG Asset Purchase Agreement.
- (D) In respect of the provision of interactive services by Seller to Purchaser under the Service Agreement, Seller and CMS entered into a consultancy agreement.
- (E) As part of a reorganisation, as from 1 April 2008, Seller will not provide the Interactive Services to Purchaser anymore and an Affiliate (as defined below) of Purchaser shall continue the development and deployment of the Interactive Services (the "**Reorganisation**").
- (F) Now therefore the Seller wishes to sell and transfer and the Purchaser wishes to purchase and accept all contracts, Intellectual Property Rights (as defined below) and other assets (*goederen*) in respect of Interactive Services and amend the Services Agreement on the terms and conditions of this agreement (the "**Agreement**").

**IT IS AGREED** as follows:

**1. INTERPRETATION**

In this agreement:

"**Affiliate**" means in relation to any person, any subsidiary, or direct or indirect holding company of that person and any other subsidiary of that holding company;

"**Assets**" has the meaning as ascribed to it in clause 2.1;

"**Assignment**" has the meaning as ascribed to it in clause 3.1;

"**Business**" has the meaning as ascribed to it in clause 2.1;

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are generally open in the Netherlands for normal business;

"**Contracts**" means the contracts as set forth in Schedule 2;

"**Encumbrance**" means any encumbrance, including without limitation any claim, debenture, mortgage (*hypotheek*), pledge (*pandrecht*), charge, lien, deposit or assignment by way of security, bill of sale, option or right of pre-emption, entitlement to beneficial ownership (including right of usufruct (*vruchtgebruik*) and similar entitlements), any provisional or executorial attachment (*beslag*) and any other interest or right held, or claim that could be raised by a third party;

"**Effective Date**" means 1 April 2008;

"**Information**" means all information relating to the Business, including (without limitation) industrial and commercial information and techniques (drawings, formulae, test reports, operating and testing procedures, instruction manuals and tables of operating conditions) and all information relating to the supply and marketing of any services supplied by the Business, databases relating to customer behaviour for Minibill, Chess, Web EPG, Membership, Newsletter Marketing, TV Reporting / PC Streaming Reporting and all other administration relating to the Business;

"**Intellectual Property Rights**" means all IPR which are developed for and used in connection with Interactive Services, including without limitation, the patents as set forth in Schedule 3, the copyrights as vested in the software applications and software components, including any modifications thereto as set forth in Schedule 4 and the look and feel of 'UPC live' and 'cheld' websites;

"**Interactive Services**" has the meaning as set out in Recital (C);

"**ISG Asset Purchase Agreement**" has the meaning as set out in Recital (B);

"**IPR**" means copyrights, design rights, trade marks and trade names, service marks, domain names, rights in inventions, patents, data base rights, trade secrets (semi-conductor topography rights, computer software, including any updates or new releases) and any other intellectual property rights (whether or not registered) and all applications for any of them, anywhere in the world;

"**Purchase Price**" means the aggregate price, including any adjustments or further amount payable following the Effective Date, payable in respect of the sale and transfer of Business Assets, as determined in the clause headed "Purchase Price";

"Reorganisation" has the meaning as set out in Recital (E);

"Service Agreement" has the meaning as set out in Recital (C);

"Taxation" or "Tax" means all forms of taxation, duties, levies, imposts and social security charges, including without limitation, corporate income tax, wage withholding tax, national social security contributions and employee social security contributions, value added tax, customs and excise duties, capital tax and other legal transaction taxes, dividend withholding tax, municipal real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction; together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction;

"VAT" means value added taxation or its equivalent in any relevant jurisdiction;

## 2. SALE OF CERTAIN ASSETS

2.1. The Seller hereby sells and shall transfer to the Purchaser at with retroactive effect, at the Effective Date, and the Purchaser hereby purchases and shall accept or assume (as the case may be) with retroactive effect, at the Effective Date the following assets:

- (a) the Intellectual Property Rights; and
- (b) the Information.

The assets as listed in this sub-clause 2.1 (a) and (b) are collectively referred to as the "Business" and each such individual asset is referred to as an "Asset".

2.2. Subject to the terms and conditions as set out in this agreement, the Purchaser agrees and accepts to assume as from the Effective Date the liabilities relating to the Business, with a view to the Purchaser carrying on the Business as from the Effective Date as a going concern in succession to the Seller.

2.3. It is agreed that the Purchaser in respect of the Business shall assume any liabilities whatsoever from the Seller. The Purchaser is aware of a discussion between Gemstar TV Guide International Inc. and Seller in respect of ownership of the intellectual property rights to the Electronic Programming Guide developed by Seller and CMS, which is used by Purchaser's Affiliates.


2.4. At the Effective Date, the Business shall be transferred (*geleverd*) free from all encumbrances and together with the rights attaching to them in accordance with the clause headed "Transfer of Assets and Contracts".



2.5. The Purchaser covenants with the Seller that it will, at its own cost and expense, execute all such deeds, documents, and do acts and things as may from time to time be required in order to transfer the Business and any individual Asset and Contract to the Purchaser or as otherwise may be necessary to give full effect to this agreement. In case the Purchaser requires Seller's cooperation in order to transfer the business and any individual Asset, the Purchaser will inform Seller what cooperation it requires and Seller will without delay provide such cooperation.

- 2.6. The Seller shall bear the risk for each separate Asset until such Assets has been transferred to the Purchaser in accordance with the clause headed "Transfer of Assets and Contracts", at which time the risk in the ordinary course for such Assets will transfer to the Purchaser and the liabilities pursuant to clause 2.3 will be assumed by Purchaser.

### 3. CONTRACTS

- 3.1. The Seller shall assign to the Purchaser at the Effective Date, and the Purchaser shall accept at the Effective Date all the rights and benefits of the Seller under the Contracts and assume the corresponding obligations specifically referred to therein by way of "contractsoverneming" in accordance with article 159 of Book 6 of the Dutch Civil Code (each such transfer being an "Assignment").

- 3.2. In order to effect the Assignment at the Effective Date the Seller shall provide written notice and ask the written consent, as set forth in Schedule 2, of the other parties to the Contracts. As soon as reasonably possible after the Effective Date the Seller shall provide the Purchaser with copies of the consent, where appropriate. Insofar the consent of the other party to the Contracts is not obtained at the Effective Date, Purchaser will, at its own cost and expense, execute all such deeds, documents, and do acts and things as required in order to obtain the consent with respect to the contracts where such consents are required for assigning the Contracts. In case the Purchaser requires Seller's cooperation in order to obtain the consents, the Purchaser will inform Seller what cooperation it requires and Seller will subsequently provide such cooperation 

- 3.3. Notwithstanding clause 3.2, in respect of Contracts which are still being negotiated and/or in signature process, as set forth in Schedule 2, the Seller will in cooperation with Purchaser conclude these Contracts. If these Contracts are concluded and fully signed by both parties, Purchaser will, at its own cost and expense, execute all such deeds, documents, and do acts and things as required in order to provide written notice or written consent as set forth in Schedule 2 to the other parties of the Contracts and as required for assigning the Contracts. In case the Purchaser requires Seller's cooperation in order to obtain the consents, the Purchaser will inform Seller what cooperation it requires and Seller will subsequently provide such cooperation  


- 3.4. Notwithstanding clause 3.2 and clause 3.3, to the extent no consent to the Assignment has been obtained at the Effective Date, the Seller shall, until such consent has been obtained, for and on behalf of the Purchaser exercise such rights and fulfil such obligations in accordance with the Purchaser's instruction and transfer all benefits (*vruchten*) of the relevant Contract, which materialise as from the Effective Date forthwith to the Purchaser.

### 4. TERMINATION OF PROVISION OF INTERACTIVE SERVICES

In connection with the Reorganisation, as from 1 April 2008, Seller shall no longer provide the Interactive Services to Purchaser. Seller and Purchaser shall enter into a new service agreement in connection with the provision of Video on Demand/ Near Video on Demand/ Pay per View Services as from the Effective Date.



## 5. REIMBURSEMENT OF REORGANISATION COSTS AND PURCHASE PRICE

- 5.1. In connection with the Reorganisation, Seller and Purchaser agreed that Purchaser shall reimburse Seller's costs and liabilities up to an amount of EUR, ~~€~~803,700. 
- 5.2. The consideration payable by the Purchaser for the Contracts and Assets shall be (the "Purchase Price") EUR 1,- (In words: one euro).
- 5.3. The Purchase Price shall be settled by way of intercompany debt.
- 5.4. If any VAT will be due over the Purchase Price under applicable law, the amount of the Purchase Price will be adjusted upwards to reflect the VAT due by the Purchaser.

## 6. TRANSFER OF ASSETS AND CONTRACTS

- 6.1. At the Effective Date, the Assets and Contracts shall be transferred (*geleverd*) to the Purchaser pursuant to Dutch law. To effect such transfer the Seller shall deliver to the Purchaser:
- (a) as soon as possible after the Effective Date evidence that a request for transfer of the Intellectual Property Rights to Purchaser has been filed with the offices responsible for registration of such Intellectual Property Rights;
  - (b) deeds of assignment and transfer (*contractsoverneming*) in the form set forth in Schedule 5 for each individual Contract listed in the Schedule 2 to evidence the Assignment, which deeds are:
    - i. duly executed by the Seller as the contractual party under the relevant Contract; and
    - ii. countersigned by the relevant contractual counterparty of such Seller under the Contracts concerned to evidence their consent to the assignment and transfer in accordance with the applicable law to such Contract.

## 7. WARRANTIES

- 7.1. Except in respect of the matter fairly disclosed under clause 7.3, the Seller represents and warrants (*garandeert*) to the Purchaser that on the Effective Date:
- (a) the Seller owns and has full beneficial title to the Intellectual Property Rights.
  - (b) the Contracts are all the contracts in respect of the business as set out under recital (A) of this agreement.
  - (c) the Contracts are validly existing. The Seller is not and has not, at any time, operated the Contracts in violation of its terms, has paid all invoices due under the Contracts and has not received any notice regarding a breach, pending breach or violation of any of the terms of the Contracts, none of the Contracts has been terminated (unless termination have been sent upon Purchasers specific request) and neither the entry into, nor the performance of, this Agreement shall cause a breach or termination of any material Contract.



- (d) there is no litigation or claim pending or, as far as Seller is aware, threatened by or against the Seller in connection with the Intellectual Property Rights or the Contracts
- (e) the Business and the Contracts are all the assets (*goederen*) which the Seller owns or has a beneficial title to in respect of Interactive Services and the Seller did not own or have the beneficial title to any other assets (*goederen*) than the Business and the Contracts in respect of the Interactive Services.

7.2. CMS represents and warrants (*garandeert*) to the Purchaser that prior to the Effective Date does not own or have beneficial title to any assets (*goederen*) in respect of Interactive Services.

7.3. The Purchaser is aware of a discussion between Gemstar TV Guide International Inc. and Seller in respect of a license under Gemstar's patent portfolio.

7.4. In the event of a breach of the warranty under clause 7.1 (b) upon Purchaser's request, the Seller shall execute all such deeds, documents, and do such acts and things as the Purchaser may require in order to effect the Assignment of such contract.

7.5. In the event of a breach of the warranty under clause 7.2, upon Purchaser's request, CMS shall execute all such deeds, documents and do such acts and things as the Purchaser may require in order to effect the transfer and/or assignment of such assets and/or contracts.

## 8. NOTICES

8.1. Any notice or other formal communication given under this agreement must be in writing and may be delivered in person, or sent by post to the party to be served at its address appearing in this agreement.

## 9. CONFIDENTIALITY

Each of the parties shall keep confidential all information provided to it by the other party which relates to such party arising out of or in connection with this agreement.

## 10. GOVERNING LAW

10.1. This agreement is governed by the laws of the Netherlands.

10.2. The parties to this agreement exclude the application of the Convention on the International Sale of Goods (Vienna Convention 1980).

10.3. Any power of attorney or other document executed in connection with this agreement or the transactions provided for in this agreement will be governed by and construed in accordance with the laws of the Netherlands.

10.4. The Agreement contains the entire agreement between Parties respecting the subject matter of this Agreement and supersedes all prior understandings and arrangements respecting the subject matter of this Agreement. To the extent permitted by applicable law or regulation, any other conditions, warranties, terms, undertakings and obligations express or implied by statute (including those of satisfactory quality

or of fitness for a particular purpose, even if that purpose is made known expressly or by implication to the other Party), common law, custom, trade usage or otherwise, are excluded

- 10.5. Any dispute arising resulting from or in connection with this agreement shall be brought before the competent Courts in Amsterdam, the Netherlands.

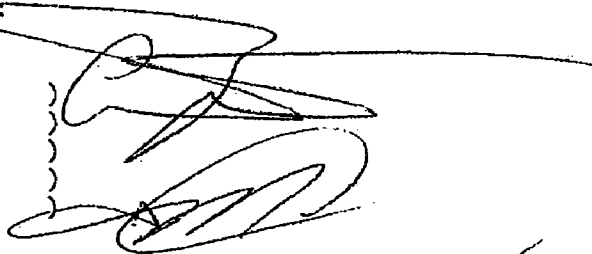




THUS, this agreement was signed in twofold:

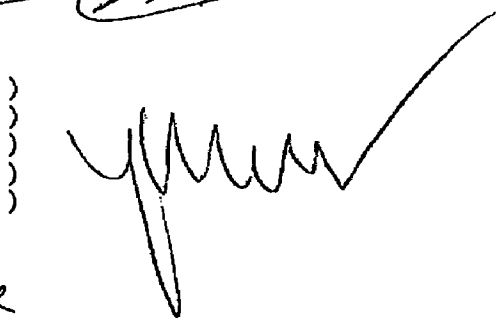
**UPC Broadband Operations B.V.**

By: A.M. Tuijten  
W.E. Musselman



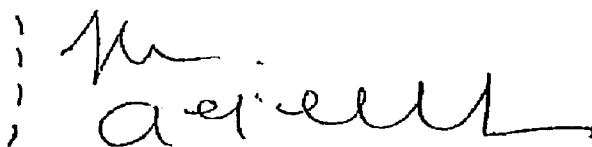
**Chellomedia Programming B.V.**

By: Y. van Eck  
A. McMullen



*chellomedia Services Ltd*

By: J. Evans  
A. McMullen



## SCHEDULE 1

### INTERACTIVE SERVICES

Interactive Services consists of:

1. Core infrastructure development and support for PC services:
  - Delivery and management of a core ISP portal in 8 countries:  
Netherlands  
Austria  
Switzerland  
Czech Republic  
Hungary  
Poland  
Slovakia  
Ireland
  - Standard design, user interface, navigation;
  - Core ISP portal delivers a branded on line interface for key ISP on-line products/ applications such as web mail, search, customer support, sales;
  - Aggregation of select content as an Integral part of core portal – news, weather, traffic;
  - Aggregation of premium content as a tool for brand reinforcement (specifically a tangible demonstration of broadband), acquisition retention and up sell as part of a tiering strategy.
  
2. Core Infrastructure development and support for TV services:
  - EPG application development, delivery and maintenance;
  - NVoD Interactive application development, delivery and maintenance;
  - VoD Interactive application development, delivery and maintenance;
  - DVR Interactive application development, delivery and maintenance;
  - Interactive communication application development, delivery and maintenance;
  - Core ITV portal application development, delivery and maintenance;
  - Delivery and maintenance of interactive payment mechanisms;
  - Delivery and development of platform etv capability;
  - Delivery of design UI and navigation standards across all itv and etv services;
  - Development and delivery of interactive advertising framework;
  - Development and delivery of advanced platform navigation capabilities;
  - Development and delivery of visual channel guide applications.

SCHEDULE 2

CONTRACTS

No.	Supplier / Customer	Country/Supplier	End date	Contracto	Chello to communicate assignment to counterparty by way of:	Comments
		<b>Austria</b>				
1.	Supplier	APA Austrian Presse Agentur GmbH			Notice	In signature process
2.	Supplier	Gruber & Co KEG	July 31, 2008	18838	Notice	
3.	Customer	Preisvergleich Internet Services AG	01, Oct 07	13590	Notice	
4.	Supplier	Red Bulletin	January 31, 2007	10625	Notice	
5.	Supplier	Mamma Media Internet GmbH	In signing process		Notice	
		<b>Canada</b>				
6.	Supplier	Bluestreak Technology (Canada) Inc.	NA	13980	Approval	
7.	Supplier	Custom FAQs Solution Ltd	June 4, 2008	18129	Notice	
8.	Supplier	Entrust Limited	August 31, 2006	10739	Approval	
		<b>Czech Republic</b>				
9.	Supplier	I Like This! s.r.o.	January 31, 2008	18169	Notice	

No.	Supplier / Customer	Country/Supplier	End date	Contracto	Chello to communicate assignment to counterparty by way of:	Comments
		<b>France</b>				
10.	Supplier	Agence France - Presse (AFP)			Notice	
11.	Customer	Boonty S.A (amendment)	June 20, 2009	18081	Approval	
12.	Supplier	Socernie SAS	July 1 2008	14843	Approval	
13.	Supplier	Visiware S.A.	November 11, 2009	16334	Notice	
		<b>Germany</b>				
14.	Customer	Kabel Deutschland Vertrieb & Service GmbH & Co. (KDG)	February 5, 2009		Notice	
15.	Supplier	DPA Deutsche Presse-Agentur GmbH	February 5, 2009		Notice	
16.	Supplier	Meteographics GmbH			Notice	In negotiation process
17.	Supplier	teleschau-der mediendienst GmbH			Notice	In negotiation process
		<b>Ireland</b>				
	Customer	Google Ireland Limited (amendment to 15110)	October 19, 2008	13979	Notice	
18.	Customer	Google Ireland Limited	October 19, 2008	13978	Notice	
19.	Supplier	Google Ireland Limited Service Agreement	November	15110	Notice	

No.	Supplier / Customer	Country/Supplier	End date	Contracto	Chello to communicate assignment to counterparty by way of:	Comments
			30, 2009			
		<b>Netherlands</b>				
20.	Supplier	Add is Multiply 3 BV			Approval	
21.	Customer	Adfactor B.V Advertising Agreement	August 31, 2007	16407	Notice	
22.	Supplier	ANP (Stichting Algemeen Persbureau)	June 1, 2000	12423	Approval	
23.	Customer	Astro Media	June 30, 2008	18545	Notice	
24.	Customer	CeWe Color Nederland B.V.	August 1, 2007	10694	Notice	
25.	Supplier	Chess Information Technology bv	December 14, 2007	14898	Approval	
26.	Supplier	De Telefoongids BV	June 30, 2007	16786	Approval	
27.	Supplier	Efuture BV Sales Co-operation Agreement	June 30, 2007	16778	Notice	
28.	Supplier	Efuture BV	December 31, 2004	12401	Notice	
29.	Supplier	Filmfocus	September 1, 2006	10693	Notice	
30.	Supplier	Imediate B.V.			Approval	
31.	Supplier	Infostrada BV (addendum)	August 30,	10849	Approval	

No.	Supplier / Customer	Country/Supplier	End date	Contracto	Chello to communicate assignment to counterparty by way of:	Comments
32.	Supplier	Infostrada BV (addendum)	2006 November 15, 2007	16795	Approval	
33.	Supplier	Jaytown (SPIN! Media Technologies BV)		20302	Approval	
34.	Supplier	Locatienet BV	June 30, 2008	18856	Notice	
35.	Supplier	Meteo Consult B.V.	January 8, 2001	10728	Approval	
36.	Supplier	Safenet Technologies BV	TBA	10691	Approval, not to be unreasonably withheld	
37.	Supplier	Stoneroots B.V. (amendment 2)	August 2, 2010	13969	Notice	
38.	Supplier	Stoneroots BV	September 9, 2006	10690	Notice	
39.	Supplier	Stoneroots B.V. (amendment)	September 9, 2006	12335	Notice	
40.	Supplier	Stoneroots B.V. amendment 3 to gaming contract	n/a	17468	Notice	
41.	Supplier	Submarine B.V.	December 14, 2008	16297	Notice	
42.	Customer	TinTel B.V.	February 2, 2007	13961	Approval	
43.	Supplier	VNU Business Publication B.V.	November 2,	18070	Notice	

No.	Supplier / Customer	Country/Supplier	End date	Contracto	Chello to communicate assignment to counterparty by way of:	Comments
			2007			
44.	Customer	VPRO	February 1, 2001	10666	Notice	
45.	Supplier	Webfabriek			Notice	
46.	Supplier	WebSideStory Calkenter and Services B.V	December 31, 2007	18166	Notice	
47.						
48.	Customer	Zylom Media Group B.V.			Notice	In signature process.
		<b>Norway</b>				
49.	Customer	Dinpris AS			Notice	
		<b>Sweden</b>				
50.	Customer	ComHem Stockholm M.A.			Notice	In signature process
51.	Supplier	Eniro AB	June 20, 2006	10621	Notice	
52.	Supplier	Pressens Bild Scanpix AB (1 February 2006)		10622	Approval	
53.	Supplier	Tidningarnas Telegrambyra AB		12340	Approval	
		<b>Switzerland</b>				
54.	Customer	Aximus AG	February 1,	10679	Notice	

No.	Supplier / Customer	Country/Supplier	End date	Contracto	Chello to communicate assignment to counterparty by way of:	Comments
55.	Customer	Aximus AG (amendment to 15112)	2005 September 30, 2007	15112	Notice	
		<b>United Kingdom</b>				
56.	Supplier	Accenture (UK) Limited		18781	Notice	
57.	Supplier	Ascent Media Network Services Ltd.	October 4, 2006	10684	Notice	
58.	Supplier	The British Sky Broadcasting Association	November 11, 2010	20917	Notice	
59.	Supplier	Entrust Limited	August 31, 2006	10739	Approval	
60.	Customer	J2 Global Operations Ltd.			Notice	
61.	Customer	Midasplayer.com Ltd.	September 1, 2006	12334	Notice	
62.	Supplier	PlayJam			Notice	In negotiation process
63.	Supplier	Sky Interactive Limited	December 12, 2006	10661	Approval	
64.	Customer	SportsXchange Limited	December 31, 2008	12391	Approval	
65.	Customer	The British Broadcasting Corporation BBC Join Anytime Quiz (addendum to 12350)	n/a	18516	Approval	
66.	Customer	BBC .CO.UK (The British Broadcasting Corporation)	February 18, 2007	12350	Approval	
67.	Supplier	The Press Association Limited	November	10623	Notice	



No.	Supplier / Customer	Country/Supplier	End date	Contracto	Chello to communicate assignment to counterparty by way of:	Comments
			14, 2006			
68.	Supplier	The Press Association Limited (addendum to 10623)	September 17, 2007	12384	Notice	
69.	Customer	Turner Broadcasting System Europe Limited			Notice	
		<b>USA</b>				
70.	Supplier	Accuweather Inc.	November 1, 2008		Notice	
71.	Supplier	Casbah Productions, LLC	June 15, 2006	10619	Approval	
72.	Supplier	Iacta LLC			Notice	
73.	Supplier	Jive Software, Inc.	December 21, 2007	15088	Notice	
74.	Supplier	Microsoft		18969	Approval	
75.	Supplier	OpenTV Inc.	January 17, 2008	15743	Approval	
76.	Supplier	RealNetworks, Inc.,	June 6, 2006	10626	Approval	
77.	Supplier	You Send It Inc.			Approval	
		<b>Consultancy Agreements</b>				
78.	Supplier	CIM Solutions		-	Approval	
79.	Supplier	Topic Embedded Solutions		-	Approval	
80.	Supplier	CMSoft Ltd		-	Notice	
81.	Supplier	Sioux Embedded Systems BV		-	Approval	

No.	Supplier / Customer	Country/Supplier	End date	Contracto	Chello to communicate assignment to counterparty by way of:	Comments
		<b>Support and Maintenance Agreements</b>				
82.	Supplier	Adobe Systems Software Ireland Ltd.			Approval	PO no. 390400800
83.	Supplier	Kencast Inc			Approval	PO no. 390400798
84.	Supplier	Grass Valley Nederland B.V.			Approval	PO no. 390400838
85.	Supplier	NewSync Technologies B.V.			Approval	With start date 01.05.2008 and end date 30.04.2010

INTELLECTUAL PROPERTY RIGHTS

File No.	Type	Title	Country	Application No.	Patent No.	Status
206916.GB	Patent	Display Of Enhanced Content	United Kingdom	205400.5	2387984	Granted
206917.GB	Patent	Video Signal Formatting	United Kingdom	205401.3	2387729	Granted
206918.GB	Patent	Video Data Transmission	United Kingdom	205402.1	2387730	Granted
206919.GB	Patent	Interactive Television System	United Kingdom	205403.9	2386500	Granted
209468.EP	Patent	Display Of Enhanced Content	European Patent	3251399.6		Pending
209469.US	Patent	Display Of Enhanced Content	United States of America	10/383928		Pending
209470.CA	Patent	Display Of Enhanced Content	Canada	2421344		Pending
209471.AU	Patent	Display Of Enhanced Content	Australia	2003200899		Pending
209473.AU	Patent	Video Signal Formatting	Australia	2003200904		Pending
209474.CA	Patent	Video Signal Formatting	Canada	2421342		Pending
209475.EP	Patent	Video Data Transmission	European Patent	3251400.2	1343320	Granted
209476.AU	Patent	Video Data Transmission	Australia	2003200903		Pending
209477.CA	Patent	Video Data Transmission	Canada	2421336		Pending
209478.US	Patent	Video Data Transmission	United States of America	10/383926		Pending
209479.EP	Patent	Interactive Television System	European Patent	3251401		Pending
209480.AU	Patent	Interactive Television System	Australia	2003200900		Pending
209481.CA	Patent	Interactive Television System	Canada	2421335		Pending
209482.US	Patent	Interactive Television System	United States of America	10/383937		Pending
209487.EP	Patent	Response Timing	European Patent	3251397	1343319	Granted
209488.AU	Patent	Response Timing	Australia	2003200901		Pending
209489.CA	Patent	Response Timing	Canada	2421326		Pending
209490.US	Patent	Response Timing	United States of America	10/383925		Pending
209491.US	Patent	Video Signal Formatting	United States of America	10/383932		Pending
212966.AT	Patent	Response Timing	Austria	3251397	1343319	Granted
212967.BE	Patent	Response Timing	Belgium	3251397	1343319	Granted

File No.	Type	Title	Country	Application No.	Patent No.	Status
212968.CH	Patent	Response Timing	Switzerland	3251397	1343319	Granted
212969.CZ	Patent	Response Timing	Czech Republic	3251397	1343319	Granted
212970.DE	Patent	Response Timing	Germany	3251397	60307915.6-08	Granted
212971.DK	Patent	Response Timing	Denmark	3251397	1343319	Granted
212972.ES	Patent	Response Timing	Spain	3251397	1343319	Granted
212973.FR	Patent	Response Timing	France	3251397	1343319	Granted
212974.GB	Patent	Response Timing	United Kingdom	3251397	1343319	Granted
212975.HU	Patent	Response Timing	Hungary	3251397	1343319	Granted
212976.IE	Patent	Response Timing	Ireland	3251397	1343319	Granted
212977.IT	Patent	Response Timing	Italy	3251397	1343319	Granted
212978.NL	Patent	Response Timing	Netherlands	3251397	1343319	Granted
212979.PT	Patent	Response Timing	Portugal	3251397	1343319	Granted
212980.RO	Patent	Response Timing	Romania	3251397	1343319	Granted
212981.SE	Patent	Response Timing	Sweden	3251397	1343319	Granted
212982.SI	Patent	Response Timing	Slovenia	3251397	1343319	Granted
212983.SK	Patent	Response Timing	Slovak Republic	3251397	1343319	Granted
212984.TR	Patent	Response Timing	Turkey	3251397	1343319	Granted
212985.FI	Patent	Response Timing	Finland	3251397	1343319	Granted
213319.AT	Patent	Video Data Transmission	Austria	3251400.2	1343320	Granted
213320.BE	Patent	Video Data Transmission	Belgium	3251400.2	1343320	Granted
213321.CH	Patent	Video Data Transmission	Switzerland	3251400.2	1343320	Granted
213322.CZ	Patent	Video Data Transmission	Czech Republic	3251400.2	1343320	Granted
213323.DE	Patent	Video Data Transmission	Germany	3251400.2	60314792.5-08	Granted
213324.ES	Patent	Video Data Transmission	Spain	3251400.2	1343320	Granted
213325.FI	Patent	Video Data Transmission	Finland	3251400.2	1343320	Granted
213326.FR	Patent	Video Data Transmission	France	3251400.2	1343320	Granted

File No.	Type	Title	Country	Application No.	Patent No.	Status
213327.GB	Patent	Video Data Transmission	United Kingdom	3251400.2	1343320	Granted
213328.HU	Patent	Video Data Transmission	Hungary	3251400.2	1343320	Granted
213329.IE	Patent	Video Data Transmission	Ireland	3251400.2	1343320	Granted
213330.IT	Patent	Video Data Transmission	Italy	3251400.2	1343320	Granted
213331.NL	Patent	Video Data Transmission	Netherlands	3251400.2	1343320	Granted
213332.PT	Patent	Video Data Transmission	Portugal	3251400.2	1343320	Granted
213333.RO	Patent	Video Data Transmission	Romania	3251400.2	1343320	Granted
213334.SE	Patent	Video Data Transmission	Sweden	3251400.2	1343320	Granted
213335.SI	Patent	Video Data Transmission	Slovenia	3251400.2	1343320	Granted
213336.TR	Patent	Video Data Transmission	Turkey	3251400.2	1343320	Granted
213337.SK	Patent	Video Data Transmission	Slovak Republic	3251400.2	1343320	Granted
213547.DK	Patent	Video Data Transmission	Denmark	3251400.2	1343320	Granted
301287.AU	Patent	Answer Delivery	Australia	2005332018		Pending
301287.CA	Patent	Answer Delivery	Canada	2568124		Pending
301287.EP	Patent	Answer Delivery	European Patent	5750819.4		Pending
301287.US	Patent	Answer Delivery	United States of America	11/597387		Pending
301287.WO	Patent	Answer Delivery	Co-operation Treaty	PCT/IB05/001854		Pending
302739.AU	Patent	Advanced UCC Synchronization	Australia	2005251296		Pending
302739.CA	Patent	Advanced UCC Synchronization	Canada	2567497		Pending
302739.EP	Patent	Advanced UCC Synchronization	European Patent	5751634.6		Pending
302739.US	Patent	Advanced UCC Synchronization	United States of America	11/569337		Pending
302739.WO	Patent	Advanced UCC Synchronization	Co-operation Treaty	PCT/IB05/001877		Pending
304190.AU	Patent	Synchronisation	Australia	2005332019		Pending
304190.CA	Patent	Synchronisation	Canada	2568514		Pending
304190.EP	Patent	Synchronisation	European Patent	5742803.9		Pending
304190.HK	Patent	SYNCHRONISATION	Hong Kong	7103362.7		Pending
304190.US	Patent	Synchronisation	United States of America			Pending

File No.	Type	Title	Country	Application No.	Patent No.	Status
304190.WO	Patent	Synchronisation	Co-operation Treaty	PCT/IB05/001596		Pending

## SCHEDULE 4

### SOFTWARE APPLICATIONS AND COMPONENTS

#### 1. SOFTWARE APPLICATIONS:

- TV Guide D4A - currently live are v2.7.9, previously v2.5.2, v2.5.4, v2.5.2, v2.3, v1.5, v1.4, v1.3, v1.2, v1.1
- TV Guide DTH - v2 live in UPC Direct, previously v1.3.6, v2.0.13
- Radio DTH - v2.1.7 live in UPC Direct, previously v2.1.5, v1
- VoD - currently live in NL is v1.5.9, v1.5.11 to launch shortly, previously v1.4.6, v1.4.9, v1.3.4, v1.3.5, v1.2.5
- CuTV - currently live is v1.1.1, will be replaced shortly by v1.2, previously v1.0.12
- Radio - currently live is v2.4.5 & v2.2.1.3, previously v2.2.1, v2.2.1.3, v2.0.4.1, v1.1, v1
- Self Care - currently live in NL, CH and will be very shortly in HU, AT and PL
- NVoD - previously live in NL was v2.0.12.2, v2, v1.0.11.7
- OPPV CH - live in CH is v1.0.5.2, previously v1.0.5
- CDT - currently live are v2.3, previously v2, v2.0.5, v21.5, v1
- Film1 app - v1 will go live next month in NL
- Kids Mosaic - v1 will go live next month in NL
- TV Search - v1 will go live next month in NL
- Welcome app - currently live are v2.3, previously v1.1
- General Messaging - v2.1 live in NL, previously v2.0.4, v1, will soon go live in HU, PL
- Flexible Messaging - v1.0.1 live in NL
- On Demand launch app - live in NL
- ITV Portal - live in NL, AT, soon in HU & PL
- ITV Games - live in NL, AT, HU and soon in PL. Within each games menu are various numbers of named games
- News - this is live as part of the ITV Portal in NL & AT,
- Weather - this is live as part of the ITV Portal in NL & AT and will also shortly be live in HU
- Traffic - this is live as part of the ITV Portal in NL & AT
- ITV Portal Quiz - live in NL
- 3Voor12 Mosaic - live in NL
- Sport1 mosaic - live in NL
- iAds executions (all NL) - Amstel i-Ad (live), Shell i-Ad (was live Feb/Mar 08), Douwe Egberts (was live Dec 07), Nissan Micra (was live Nov 07), Holland Casino (was live Nov 07 and Jul 07), Achmea Zilveren Kruis (was live Oct 07), Libresse (was live Oct 07), SBS Dancing on Ice (was live Oct 07), Nissan Qashqai (was live Oct 07), Nissan (was live Jun 07), Rabobank (was live Jun 07), Telfort (was live in Apr 07), Chocomel (was live May 07), Film1 Pirates (was live May 07), L'Oreal (was live Jul 07), Nissan X-Trail (was live Aug 07),
- Red button interactive overlay and i-clip apps (all NL) - BNN Sex test (was live in March), Raccoon iClip (live), 3FM Serious Request (was live Dec 07), EMI Anouk (was live Dec 07), Film1 Bee Movie (was live Nov 07), White Noise (live), Film1 Alles ist Liefde (was live Sep 07), AUB Uittips (was live Aug 07), Discover Everest (was live Mar 07)
- Euronews - live in NL, AT and will be soon in PL (different version per territory)
- Film1 Oscars results - was live in NL for Oscars (25-27 Feb)
- Sport Premier app v1 - live in AT

#### 2. SOFTWARE COMPONENTS in respect of:

- DAS,

- NMS,
- mini bill
- FlexiBill – live in NL and will shortly be in HU
- WebEPG - live in NL, AT and will be shortly in PL

3. OTHER

- PC Streaming PL
- PC Streaming CH





**SCHEDULE 5**

**DEEDS OF ASSIGNMENT AND TRANSFER ( CONTRACTSOVERNEMING)**

**PART A**

In the event Notice is to be given to a supplier under the Contract, the Seller shall use the following form:

[ON CHELLOMEDIA NOTEPAPER]

[Name company]  
[Address]

**Re: Notice of Assignment**  
Date: \_\_\_ March 2008

Dear Sir/ Madam,

This letter is to inform you that, as part of an internal re-organisation, UPC Broadband Operations B.V. ("**UPC**") will acquire certain activities from Chellomedia Programming B.V. ("**Chellomedia**").

As part of the aforementioned acquisition, Chellomedia wishes to transfer and assign all its rights, title, benefits and interests to, in and under the contract entered into between Chellomedia and [*name party*] [*date contract*] (the "**Assigned Contract**") to UPC.

We hereby give notice to you that pursuant to the aforementioned acquisition, the rights, title, benefits and interest to, in and under the Assigned Contract will be transferred to and accepted by UPC. The transfer of the Assigned Contract will actually take place on 1 April 2008.

As a consequence of the foregoing, from 1 April 2008, all new purchase orders ("**PO**") will be issued in the name of UPC and your invoices to UPC must include the PO number from UPC. Any invoices received without a PO number from UPC will be returned.

Invoices should be sent to the following address:

UPC Broadband Operations B.V.  
Attention: Accounts Payable Department  
P.O. Box 74763  
1070 BT Amsterdam  
The Netherlands  
**[VAT no. NL810349486.B01]**

Any invoices raised after 1 April 2008 to Chellomedia and not having a valid PO number from Chellomedia will be returned.

Irrespective of that, all valid purchase invoices issued to Chellomedia on or before 31 March 2008 or raised after 1 April 2008 and including a PO number from Chellomedia, where such PO has been approved on or before 31 March 2008, will still be payable by Chellomedia.

If you have any questions in relation to the content of this letter please contact Hilde Roseboom, Corporate Procurement at [hroseboom@upcbroadband.com](mailto:hroseboom@upcbroadband.com) or the Accounts Payable Department at [UPCCORPAccountsPayable@upccorp.com](mailto:UPCCORPAccountsPayable@upccorp.com).



We thank you in advance for your co-operation.

Chellomedia Programming B.V.  
For it: A.M. Tuijten and W.E. Musseiman

**PART B**

In the event Seller requires the consent of a supplier to the Contract, the Seller shall use the following form:

[ON CHELLOMEDIA NOTEPAPER]

[Name company]  
[Address]

**Re: Notice of Assignment**  
Date: \_\_\_ March 2008

Dear Sir/ Madam,

This letter is to inform you that, as part of an internal re-organisation, UPC Broadband Operations B.V. ("UPC") will acquire certain activities from Chellomedia Programming B.V. ("Chellomedia").

As part of the aforementioned acquisition, Chellomedia wishes to transfer and assign all its rights, title, benefits and interests to, in and under the contract entered into between Chellomedia and [*name party*] [*date contract*] (the "Assigned Contract") to UPC.

We hereby give notice to you that pursuant to the aforementioned acquisition, the rights, title, benefits and interest to, in and under the Assigned Contract will be transferred to and accepted by UPC. The transfer of the Assigned Contract will actually take place on 1 April 2008.

As a consequence of the foregoing, from 1 April 2008, all new purchase orders ("PO") will be issued in the name of UPC and your invoices to UPC must include the PO number from UPC. Any invoices received without a PO number from UPC will be returned.

Invoices should be sent to the following address:

UPC Broadband Operations B.V.  
Attention: Accounts Payable Department  
P.O. Box 74763  
1070 BT Amsterdam  
The Netherlands  
**[VAT no. NL810349486.B01]**

Any invoices raised after 1 April 2008 to Chellomedia and not having a valid PO number from Chellomedia will be returned.



Irrespective of that, all valid purchase invoices issued to Chellomedia on or before 31 March 2008 or raised after 1 April 2008 and including a PO number from Chellomedia, where such PO has been approved on or before 31 March 2008, will still be payable by Chellomedia.

If you have any questions in relation to the content of this letter please contact Hilde Roseboom, Corporate Procurement at [hroseboom@upcbroadband.com](mailto:hroseboom@upcbroadband.com) or the Accounts Payable Department at [UPCCORPAccountsPayable@upccorp.com](mailto:UPCCORPAccountsPayable@upccorp.com).

Please confirm your acceptance to the aforementioned transfers and assignments by signing the attached duplicate of this letter and returning it to ourselves at the above address.

We thank you in advance for your co-operation.

\_\_\_\_\_  
Chellomedia Programming B.V.  
For It: A.M. Tuijten and W.E. Musselman

\_\_\_\_\_  
[name party]  
For It:

#### PART C

In the event Notice is to be given a customer under the Contract, the Seller shall use the following form:

[ON CHELLOMEDIA NOTEPAPER]

[Name company]  
[Address]

**Re: Notice of Assignment**

Date: \_\_\_ March 2008

Dear Sir/ Madam,

This letter is to inform you that, as part of an internal re-organisation, UPC Broadband Operations B.V. ("UPC") will acquire certain activities from Chellomedia Programming B.V. ("Chellomedia").

As part of the aforementioned acquisition, Chellomedia wishes to transfer and assign all its rights, title, benefits and interests to, in and under the contract entered into between Chellomedia and [name party] [date contract] (the "Assigned Contract") to UPC.

We hereby give notice to you that pursuant to the aforementioned acquisition, the rights, title, benefits and interest to, in and under the Assigned Contract will be transferred to and accepted by UPC. The transfer of the Assigned Contract will actually take place on 1 April 2008.

If you have any questions in relation to the content of this letter please contact the UPC Accounts Receivable Department at [UPCAccountsReceivableCorporate@upccorp.com](mailto:UPCAccountsReceivableCorporate@upccorp.com) or at the following address:

UPC Broadband Operations B.V.

Attention: Accounts Receivable Department  
P.O. Box 74763  
1070 BT Amsterdam  
The Netherlands

We thank you in advance for your co-operation.

Chellomedia Programming B.V.  
For it: A.M. Tuijten and W.E. Musselman

**PART D**

In the event Seller requires the consent of a customer to the Contract, the Seller shall use the following form:

[ON CHELLOMEDIA NOTEPAPER]

[Name company]  
[Address]

**Re: Notice of Assignment**  
Date: \_\_\_ March 2008

Dear Sir/ Madam,

This letter is to inform you that, as part of an internal re-organisation, UPC Broadband Operations B.V. ("UPC") will acquire certain activities from Chellomedia Programming B.V. ("Chellomedia").

As part of the aforementioned acquisition, Chellomedia wishes to transfer and assign all its rights, title, benefits and interests to, in and under the contract entered into between Chellomedia and [*name party*] [*date contract*] (the "Assigned Contract") to UPC.

We hereby give notice to you that pursuant to the aforementioned acquisition, the rights, title, benefits and interest to, in and under the Assigned Contract will be transferred to and accepted by UPC. The transfer of the Assigned Contract will actually take place on 1 April 2008.

If you have any questions in relation to the content of this letter please contact the Accounts Receivable Department at [UPCAccountsReceivableCorporate@upccorp.com](mailto:UPCAccountsReceivableCorporate@upccorp.com) or at the following address:

UPC Broadband Operations B.V.  
Attention: Accounts Receivable Department  
P.O. Box 74763  
1070 BT Amsterdam  
The Netherlands

Please confirm your acceptance to the aforementioned transfers and assignments by signing the attached duplicate of this letter and returning it to ourselves at the above address.



We thank you in advance for your co-operation.

---

Chellomedia Programming B.V.  
For it: A.M. Tuljten and W.E. Musselman

---

[*name party*]  
For it:

