

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Howard Liu</td> <td>04/03/2009</td> </tr> <tr> <td>Sheldon Shen</td> <td>04/03/2009</td> </tr> </tbody> </table>		Name	Execution Date	Howard Liu	04/03/2009	Sheldon Shen	04/03/2009				
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Disney Enterprises, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>500 South Buena Vista Street</td> </tr> <tr> <td>City:</td> <td>Burbank</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>91521</td> </tr> </table>		Name:	Disney Enterprises, Inc.	Street Address:	500 South Buena Vista Street	City:	Burbank	State/Country:	CALIFORNIA	Postal Code:	91521
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (949)282-1002</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 949-282-1000</p> <p>Email: ccarter@farjami.com</p> <p>Correspondent Name: Farshad Farjami</p> <p>Address Line 1: 26522 La Alameda Ave, Suite 360</p> <p>Address Line 4: Mission Viejo, CALIFORNIA 92691</p>											
ATTORNEY DOCKET NUMBER:	0260136										
NAME OF SUBMITTER:	Farshad Farjami										
<p>Total Attachments: 5</p> <p>source=0260136 Assignment for 12-381,028#page1.tif</p> <p>source=0260136 Assignment for 12-381,028#page2.tif</p> <p>source=0260136 Assignment for 12-381,028#page3.tif</p>											

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PATENT
REEL: 022500 FRAME: 0901

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**THE WALT DISNEY COMPANY AND ASSOCIATED COMPANIES
CONFIDENTIALITY AGREEMENT**

In consideration for my employment and for the compensation to be paid to me by The Walt Disney Company or a division, subsidiary, or affiliate thereof, or any successor of the foregoing (hereinafter termed the "Company"), and in addition to any other obligation, at all times during the term of my employment and thereafter, I do hereby agree:

1. To hold in strictest confidence, and not disclose to any person, firm, or corporation without express authorization of a corporate officer of the Company, any confidential information or trade secret relating to the products, sales, or business of the Company and not to use any such confidential information or trade secret for my own benefit during the term of my employment or thereafter.
2. To fully and promptly disclose to the Company and to hold in trust for the sole right and benefit of the Company, any and all intellectual property, discoveries, or trade secrets which I may solely or jointly conceive, design, develop, create or suggest or cause to be conceived, designed, developed or created during the period of time I am in the employ of the Company, which relate to or are connected with my employment or the business of the Company, whether or not conceived or created during my regular working hours. For purposes of this agreement, the term intellectual property shall include, without limitation, any ideas, concepts, literary material, designs, drawings, illustrations and photographs.
3. That right, title, and interest in and to the intellectual property, discoveries and trade secrets referred to in Paragraph 2 above, shall be the sole and absolute property of the Company, subject to the limitations set forth in Paragraph 4 below.
4. That I will assign to the Company all my right, title, and interest in and to the intellectual property, discoveries and trade secrets referred to in Paragraph 2 above; provided, however, that no provision in this agreement is intended to require assignment of any of my rights in any intellectual property or discovery if (i) no equipment, supplies, facilities, trade secret or confidential information of the Company was used; and (ii) the discovery was made or the intellectual property was developed entirely on my own time; and (iii) such discovery or intellectual property does not relate to any business of the Company or the Company's actual or demonstrably anticipated research or development or does not result from any work performed by me for the Company.
5. I will execute any documents necessary to evidence the Company's proprietary interest in any discovery, intellectual property or trade secret referred to in Paragraph 2 above. In the event the Company is unable, for any reason whatsoever, to secure my signature to any lawful and necessary document required to apply for protection of, or enforce any action with respect to, copyright, trademark or other proprietary rights, I hereby irrevocably designate and appoint the Company, and its duly authorized officers and agents, as my agent and attorney-in-fact, whose power is coupled with an interest, to act for and in my behalf and stead, to execute such documents and to do all other lawfully permitted acts to protect the Company's interest in any copyright, trademark or other proprietary right with the same legal force and effect as if executed by me.
6. That at the time of leaving the employ of the Company, I will deliver to the Company, and will not keep in my possession nor deliver to anyone else, any and all drawings, notes, notebooks, memoranda, treatments, scripts, documents or any other material connected with my employment by the Company or with the business of the Company.
7. In case of interruption of my employment with the Company, by lay-off or otherwise, this agreement, upon re-employment, will be in full force and effect unless specifically superseded by a new agreement.
8. This agreement shall not embrace or include any copyrights or trademarks or other proprietary rights owned or controlled either jointly or separately by me prior to the time of my employment by the Company. I am listing on a separate attached sheet each copyright, trademark or other proprietary right which I claim to be exempt from this agreement.
9. This agreement supersedes any prior agreement with the Company relating to the subject matter set forth herein.

I HAVE READ AND UNDERSTAND THE POLICY LISTED ABOVE. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS POLICY AND AGREE TO ABIDE BY IT.

Howard T. Liu
Employee Signature

7/4/94
Date

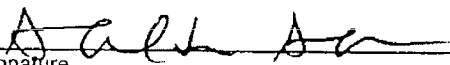
HOWARD T. LIU
Employee Name (Print or Type)

The Walt Disney Company and Affiliated Companies Confidentiality Agreement

In consideration for my employment and for the compensation to be paid to me by The Walt Disney Company or a division, subsidiary, or affiliate thereof, or any successor of the foregoing (hereinafter termed the "Company"), and in addition to any other obligation, at all times during the term of my employment and thereafter, I do here agree:

1. To hold in strictest confidence, and not disclose to any person, firm, or corporation without express authorization of a corporate officer of the Company, any confidential information or trade secret relating to the products, sales, or business of the Company and not to use any such confidential information or trade secret for my own benefit during the term of my employment or thereafter.
2. To fully and promptly disclose to the Company and to hold in trust for the sole right and benefit of the Company, any and all intellectual property, discoveries, or trade secrets which I may solely or jointly conceive, design, develop, create or suggest or cause to be conceived, designed, developed or created during the period of time I am in the employ of the Company, which relate to or are connected with my employment or the business of the Company, whether or not conceived or created during my regular working hours. For purposes of this agreement, the term intellectual property shall include, without limitation, any ideas, concepts, literary material, designs, drawings, illustrations and photographs.
3. That right, title, and interest in and to the intellectual property, discoveries and trade secrets referred to in Paragraph 2 above, shall be the sole and absolute property of the Company, subject to the limitations set forth in Paragraph 4 below.
4. That I will assign to the Company all my right, title, and interest in and to the intellectual property, discoveries and trade secrets referred to in Paragraph 2 above; provided, however, that no provision in this agreement is intended to require assignment of any of my rights in any intellectual property or discovery if (i) no equipment, supplies, facilities, trade secret or confidential information of the Company was used; and (ii) the discovery was made or the intellectual property was developed entirely on my own time; and (iii) such discovery or intellectual property does not relate to any business of the Company or the Company's actual or demonstrably anticipated research or development or does not result from any work performed by me for the Company.
5. I will execute any documents necessary to evidence the Company's proprietary interest in any discovery, intellectual property or trade secret referred to in Paragraph 2 above. In the event the Company is unable, for any reason whatsoever, to secure my signature to any lawful and necessary document required to apply for protection of, or enforce any action with respect to, copyright, trademark or other proprietary rights, I hereby irrevocably designate and appoint the Company, and its duly authorized officers and agents, as my agent and attorney-in-fact, whose power is coupled with an interest, to act for and in my behalf and stead, to execute such documents and to do all other lawfully permitted acts to protect the Company's interest in any copyright, trademark or other proprietary right with the same legal force and effect as if executed by me.
6. That at the time of leaving the employ of the Company, I will deliver to the Company, and will not keep in my possession nor deliver to anyone else, any and all drawings, notes, notebooks, memoranda, treatments, scripts, documents or any other material connected with my employment by the Company or with the business of the Company.
7. In case of interruption of my employment with the Company, by lay-off or otherwise, this agreement, upon re-employment, will be in full force and effect unless specifically superseded by a new agreement.
8. This agreement shall not embrace or include any copyrights or trademarks or other proprietary rights owned or controlled either jointly or separately by me prior to the time of my employment by the Company. I am listing on a separate attached sheet each copyright, trademark or other proprietary right which I claim to be exempt from this agreement.
9. This agreement supersedes any prior agreement with the Company relating to the subject matter set forth herein.

I HAVE READ AND UNDERSTAND THE POLICY LISTED ABOVE. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS POLICY AND AGREE TO ABIDE BY IT.


Signature

2/9/2007
Date

Sheldon Shen
Print Name

Social Security Number

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Liu, et al.
Serial No.: 12/381,028
Filed: March 5, 2009
Title: Method and System for Adaptive Data Transfer Over Packet Networks

AFFIDAVIT OF INVENTION MADE WHILE EMPLOYED

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir/Madam:

I, Ken Long, upon information and belief do solemnly declare as follows:

1. At the time Mr. Howard Liu was employed by The Walt Disney Company, my relationship to Mr. Howard Liu was that of a co-worker.

2. I have reviewed and understand the contents of the above-identified patent application, including the claims.

3. I have firsthand knowledge of the facts that the invention of the above-identified patent application was made by Mr. Howard Liu while employed by The Walt Disney Company.

4. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine of imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-referenced patent application or any patent issuing thereon.

4/1/2009

Date

Ken Long

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Liu, et al.
Serial No.: 12/381,028
Filed: March 5, 2009
Title: Method and System for Adaptive Data Transfer Over Packet Networks

AFFIDAVIT OF INVENTION MADE WHILE EMPLOYED

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir/Madam:

I, Ken Long, upon information and belief do solemnly declare as follows:

1. At the time Mr. Sheldon Shen was employed by The Walt Disney Company, my relationship to Mr. Sheldon Shen was that of a co-worker.

2. I have reviewed and understand the contents of the above-identified patent application, including the claims.

3. I have firsthand knowledge of the facts that the invention of the above-identified patent application was made by Mr. Sheldon Shen while employed by The Walt Disney Company.

4. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine of imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-referenced patent application or any patent issuing thereon.

4/1/2009
Date


Ken Long

ASSIGNMENT

WHEREAS, **THE WALT DISNEY COMPANY** (hereinafter called the "ASSIGNOR"), having its principal place of business at 500 South Buena Vista Street, Burbank, California 91521, is the owner by assignment of certain inventions or improvements described and claimed in U.S. Patent Application Number 12/381,028, entitled "Method and System for Adaptive Data Transfer Over Packet Networks."

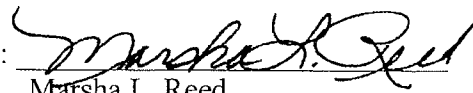
WHEREAS, **DISNEY ENTERPRISES, INC.**, a corporation organized and existing under the laws of the State of Delaware, having its statewide administrative offices located at 500 South Buena Vista Street, Burbank, California 91521, (hereinafter called the "ASSIGNEE") herein, desires to acquire the entire right, title and interest in and to said inventions, applications and Letters Patent to be granted and issued thereon;

NOW, THEREFORE, for valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the ASSIGNOR, has sold and does hereby sell, assign, transfer and set over until said ASSIGNEE, its successors and assigns, the entire right, title and Letters Patent thereon, in and to applications pertaining to or based upon said inventions and applications, including divisional application, continuing applications, continuations-in-part applications, international patent applications before any international body, and in and to any and all Letters Patent which may be granted and issued on said inventions and applications in the United States of America.

Dated: _____

4/3/07

By: _____



Marsha L. Reed
Vice President Governance
Administration and Assistant
Secretary