

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
NDS Holdco, Inc.	09/04/2009
RECEIVING PARTY DATA	
Name:	News Datacom Limited
Street Address:	1 London Road
City:	Staines, Middlesex
State/Country:	UNITED KINGDOM
Postal Code:	TW18 4EX
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5539450
Patent Number:	5592212
Patent Number:	5414773
Patent Number:	5715315
Patent Number:	6634028
Patent Number:	5774527
CORRESPONDENCE DATA	
Fax Number:	(212)610-6399
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	laurie.emmer@allenoverly.com
Correspondent Name:	Laurie Emmer
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Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	50322-00072
NAME OF SUBMITTER:	laurie emmer

OP \$240.00 5539450

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**PATENT**  
 REEL: 023254 FRAME: 0643

Total Attachments: 5

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## PARTIAL RELEASE OF U.S. SECURITY INTEREST

This Partial Release of U.S. Security Interest (this Release) is executed as of this 4 day of September, 2009, by NDS HOLDCO, INC., as agent and security trustee on behalf of itself and each other VLN Secured Party under the IP Security Agreements described below (in such capacity, the Security Trustee), for the benefit of NEWS DATACOM LIMITED, a company incorporated in England and Wales (the Grantor). Capitalized terms used herein without being defined shall have the respective meanings assigned thereto in the IP Security Agreements referred to below.

### WITNESSETH

WHEREAS, the Grantor and the Security Trustee entered into (i) an Intellectual Property Security Agreement, dated as of April 28, 2009 (the IPSA), and (ii) a Short-Form Intellectual Property Security Agreement, dated as of April 28, 2009 (the SFIPSA, and together with the IPSA, collectively, the IP Security Agreements), pursuant to which, as security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all VLN Secured Obligations at any time owed or owing to the VLN Secured Parties (or any of them), the Grantor pledged, assigned, transferred and granted to the Security Trustee, for its benefit and for the benefit of the VLN Secured Parties, a continuing security interest in and Lien on all of the Grantor's right, title and interest in, to and under the Collateral and the Intellectual Property Collateral, whether then owned or existing or thereafter acquired or arising, respectively;

WHEREAS, the SFIPSA was recorded with the U.S. Patent and Trademark Office on May 18, 2009 at Reel 022703 / Frame 0071; and

WHEREAS, the Security Trustee and the Grantor wish to set forth their understanding with respect to the Security Trustee's release of any and all liens created by the IP Security Agreements solely with respect to the Released Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### 1 Release

The Security Trustee hereby (i) releases its security interest in and Lien on (including, without limitation, the Security Interest) any and all of the Grantor's right, title and interest in, to and under any and all Collateral and Intellectual Property Collateral consisting of the patents set forth on Schedule I hereto (the Specified Patents), all reissues, continuations or extensions of the Specified Patents, and all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future infringement or dilution of any Specified Patent (all of the foregoing, collectively, the Released Collateral) and (ii) reassigns and transfers any right, title and interest that it may have in, to and under any of the Released Collateral to the Grantor.

#### 2 Authorization of Filings

In connection with this Release, the Security Trustee hereby authorizes the Grantor (or its agent or designee) to file any UCC-3 amendments, United States Patent and Trademark Office filings and other Records as may be necessary or desirable to evidence the release and reassignment described in

Section 1 above, in each case without the signature of or any further action by the Security Trustee or any other person to the extent permitted by law.

**3 Further Assurances**

The Security Trustee further agrees to execute (as applicable) and furnish to the Grantor (at the Grantor's expense) any additional releases and such other and further documents, instruments and agreements and do all other things as may reasonably be requested by the Grantor, in order to effect and evidence more fully the releases and reassignments contained herein and the matters covered hereby.

**4 Expenses**

The Grantor shall promptly upon demand, reimburse the Security Trustee for the amount of all costs and expenses (including legal fees) reasonably incurred by the Security Trustee in connection with its consideration and execution of this Release and all other matters related to this Release.

**5 Severability**

If any provision of this Release, or the application thereof to any party or any circumstance, is held invalid or unenforceable, the remainder of this Release and the application of such provision to any other party and any other circumstances will not be affected thereby, the provisions of this Release being severable in any such instance.

**6 Governing Law**

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANY OTHER LAW. This Release will be binding upon and inure to the benefit of each party under the IP Security Agreements and its successors and assigns.

**7 Counterparts**

This Release may be executed in any number of counterparts each of which shall be deemed to be an original hereof and admissible into evidence and all of which together shall be deemed to be a single instrument. A facsimile or other electronically transmitted copy of this Release shall have the same force and effect as an original hereof personally delivered to the intended recipient.

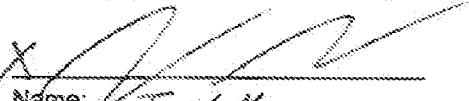
**8 Continued Effectiveness**

The provisions of the IP Security Agreements shall, except as modified by this Release, continue in full force and effect, and all references in the Finance Documents and the Vendor Documents to the "VLN Pledges" shall include the IP Security Agreements as modified by this Release. The Grantor hereby confirms, for the avoidance of doubt, that the continuing security interest in and Lien on all of Grantor's right, title and interest, in, to and under the Collateral (other than the Released Collateral) and the Intellectual Property Collateral (other than the Released Collateral) granted by it to the Security Trustee (for the benefit of the VLN Secured Parties) under the IP Security Agreements continues to secure all present and future VLN Secured Obligations. This Release shall be without recourse to or warranty by the Security Trustee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date first written above.

NDS HOLDCO, INC., as Security Trustee

By: X   
Name: Janet Nova  
Title: SVP

NEWS DATACOM LIMITED, as Grantor


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date first written above.

NDS HOLDCO, INC., as Security Trustee

By: \_\_\_\_\_  
Name:  
Title:

NEWS DATACOM LIMITED, as Grantor

By:  \_\_\_\_\_  
Name: R. M. LEVIN  
Title: DIRECTOR

Schedule I

P-003

*News Datacom Limited*

**NON PROGRAM APPLICATIONS FOR SUBSCRIBER TV**

A pay television gaming system including a pay television network having a multiplicity of subscriber units each including a television, receiving apparatus for receiving gaming inputs from the multiplicity of subscriber units, transmitting apparatus for transmitting to the multiplicity of subscriber units information relating to gaming results and accounting apparatus for settling gaming debts and winnings via the pay television network. Other services, such as

			Application Number	Publication Number	Patent Number	Expiration Date
US		Granted	08/080,344		5,539,450	23-Jul-2013
US	C1	Granted	08/478,054		5,592,212	07-Jan-2014

P-005

*News Datacom Limited*

**CONDITIONAL ACCESS TV (CATV) SYSTEMS**

A CATV system including a CATV network, a multiplicity of subscriber units, apparatus for transmitting over said CATV network encrypted information individually addressed to a subscriber unit and apparatus associated with each of said multiplicity of subscriber units for decoding the encrypted information addressed thereto.

			Application Number	Publication Number	Patent Number	Expiration Date
US		Granted	08/121,349		5,414,773	15-Sep-2013
US	C1	Granted	08/393,443		5,715,315	03-Feb-2015
US	C2	Granted	08/988,825		6,634,028	09-Nov-2013

P-007

*News Datacom Limited*

**INTEGRATED TELEPHONE AND CABLE COMMUNICATION NETWORKS**

An integrated telephone and cable network comprising a telephone network including at least one directing center and first network cabling connecting a directing center to a multiplicity of subscribers, a cable network including at least one headend and second network cabling connecting a headend to the multiplicity of subscribers, a subscriber telephone facility including first subscriber cabling and at least one telephone appliance, a subscriber cable facility including second subscriber cabling and at least one cable appliance, and a subscriber interface unit interfacing between the subscriber telephone facility and the subscriber cable facility and the first and second network cabling whereby communication is enabled between the first subscriber cabling and the second network cabling and between the second.

			Application Number	Publication Number	Patent Number	Expiration Date
US	CIP1	Granted	08/302,607		5,774,527	15-Sep-2013