

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Verizon Patent and Licensing Inc.	05/03/2010

RECEIVING PARTY DATA

Name:	Cilstar Research LLC
Street Address:	160 Greentree Drive
Internal Address:	Suite 100
City:	Dover
State/Country:	DELAWARE
Postal Code:	19904

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	07633637
Patent Number:	5583937
Patent Number:	6243465
Application Number:	90004564
Patent Number:	5311423
Patent Number:	5383112
Application Number:	08183686
Application Number:	08751979

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ATTORNEY DOCKET NUMBER:	CILS-GEN
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Total Attachments: 6

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Verizon Patent and Licensing Inc., a Delaware corporation, with an office at One Verizon Way, Basking Ridge, New Jersey 07920 ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Cilstar Research LLC, a Delaware limited liability company, having an address at 160 Greentree Drive, Suite 100, Dover, DE 19904 ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
CA2075921	CA	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich
BE0516828	BE	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich
DE69126865	DE	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich
GB0516828	GB	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich
IT0516828	IT	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich
5,583,937	US	7/1/1994	Method for providing video programming nearly on demand

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Kathryn E. Ullrich
6,243,465	US	11/22/1996	Method of providing video programming nearly on demand Kathryn E. Ullrich
5,311,423	US	1/7/1991	Schedule management method Deborah P. Clark
5,383,112	US	1/7/1991	Inventory management method Deborah P. Clark

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and (ii) for which any of the Patents directly or indirectly forms a basis for priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts to any patent or patent application falling in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (d) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (d), or (ii) are subject matter capable of being reduced to a patent claim in a narrowing reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (d), provided that such subject matter is not presently claimed as inventive subject matter in any patent or patent application owned at any time by Assignor or its Affiliates (as defined below), excluding the patents and patent applications in the Patents;

(f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (e), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(g) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (f), other than as specifically reserved by Assignor.


For purposes of category (e) above, "*Affiliate*" means, with respect to Assignor, (i) the legal entity that ultimately controls Assignor as of the date of Assignor's signature set forth below and any successor to such entity as a result of an internal reorganization or restructuring that does not result in a Change of Control, and (ii) each organization or legally recognizable entity that is controlled by the entity described in the foregoing (i). For purposes of this definition, (a) "*control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of voting shares, by contract, or otherwise, and (b) "*Change of Control*" means that another entity (other than an Affiliate existing immediately prior to the change of control event) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of the entity described in the foregoing (i) representing fifty percent (50%) or more of the total voting power represented by such entity's then outstanding voting securities.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at BASKING RIDGE,
NJ on MAY 3, 2010.

ASSIGNOR:

Verizon Patent and Licensing Inc.

By: 
Name: JOSEPH PALMIERI
Title: VICE PRESIDENT
(Signature MUST be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of JOSEPH PALMIERI to the above Assignment of Patent Rights on behalf of Verizon Patent and Licensing Inc. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. JOSEPH PALMIERI is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on MAY 3, 2010 to execute the above Assignment of Patent Rights on behalf of Verizon Patent and Licensing Inc.
3. JOSEPH PALMIERI subscribed to the above Assignment of Patent Rights on behalf of Verizon Patent and Licensing Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on MAY 3, 2010 (date)

Karen L. Reilly
Print Name: KAREN L. REILLY

ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS

For good and valuable consideration, the receipt of which is hereby acknowledged, Verizon Patent and Licensing Inc., a Delaware corporation, with an office at One Verizon Way, Basking Ridge, New Jersey 07920 ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Cilstar Research LLC, a Delaware limited liability company, having an address at 160 Greentree Drive, Suite 100, Dover, DE 19904 ("*Assignee*"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "*Certain Assets*"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
07/633,637	US	12/21/1990	Method for providing video programming nearly on demand Kathryn E. Ullrich
PCT/US91/009446	WO	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich
EP0516828	EP	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich
FR0516828	FR	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich
08/751,979	US	12/4/1996	
90/004,564	US	2/25/1997	Method of providing video programming nearly on demand Kathryn E. Ullrich
08/183,686	US	1/19/1994	
JP03-503352	JP	12/16/1991	Method for providing video programming nearly on demand Kathryn E. Ullrich

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.


Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this 3rd day of MAY 2010.

ASSIGNOR:

Verizon Patent and Licensing Inc.

By: 
Name: JOSEPH PALMIERI
Title: VICE PRESIDENT