

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	ASSIGNMENT																														
CONVEYING PARTY DATA																															
<table><tr><th>Name</th><th>Execution Date</th></tr><tr><td>At Home General Unsecured Creditors' Liquidating Trust and the Contested Claims Reserve</td><td>01/31/2010</td></tr></table>	Name	Execution Date	At Home General Unsecured Creditors' Liquidating Trust and the Contested Claims Reserve	01/31/2010																											
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RECEIVING PARTY DATA																															
<table><tr><td>Name:</td><td>At Home Bondholders' Liquidating Trust</td></tr><tr><td>Street Address:</td><td>c/o Flemming Zulack Williamson Zauderer LLP</td></tr><tr><td>Internal Address:</td><td>1 Liberty Plaza, 35th floor</td></tr><tr><td>City:</td><td>New York</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10006-1404</td></tr></table>	Name:	At Home Bondholders' Liquidating Trust	Street Address:	c/o Flemming Zulack Williamson Zauderer LLP	Internal Address:	1 Liberty Plaza, 35th floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10006-1404																			
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PROPERTY NUMBERS Total: 25																															
<table><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>6370571</td></tr><tr><td>Patent Number:</td><td>6122647</td></tr><tr><td>Patent Number:</td><td>6155840</td></tr><tr><td>Patent Number:</td><td>6308275</td></tr><tr><td>Patent Number:</td><td>6678733</td></tr><tr><td>Patent Number:</td><td>6732179</td></tr><tr><td>Patent Number:</td><td>6985963</td></tr><tr><td>Patent Number:</td><td>7225275</td></tr><tr><td>Patent Number:</td><td>7406530</td></tr><tr><td>Patent Number:</td><td>7529856</td></tr><tr><td>Patent Number:</td><td>6188999</td></tr><tr><td>Patent Number:</td><td>6618858</td></tr><tr><td>Patent Number:</td><td>7376751</td></tr><tr><td>Patent Number:</td><td>6286045</td></tr></table>	Property Type	Number	Patent Number:	6370571	Patent Number:	6122647	Patent Number:	6155840	Patent Number:	6308275	Patent Number:	6678733	Patent Number:	6732179	Patent Number:	6985963	Patent Number:	7225275	Patent Number:	7406530	Patent Number:	7529856	Patent Number:	6188999	Patent Number:	6618858	Patent Number:	7376751	Patent Number:	6286045	
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PATENT  
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Patent Number:	6014698
Patent Number:	5577241
Patent Number:	5826261
Patent Number:	5915249
Patent Number:	5966533
Patent Number:	6085186
Patent Number:	6102969
Application Number:	12166088
Application Number:	12413446
Application Number:	12101923
Application Number:	11069575

#### CORRESPONDENCE DATA

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Correspondent Name: Vindra Richter c/o Weil et al

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Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	60862.0003 GUCLT/BHLT/VR
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NAME OF SUBMITTER:	Vindra Richter
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#### Total Attachments: 7

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## **ASSET ASSIGNMENT AGREEMENT**

This ASSET ASSIGNMENT AGREEMENT (this “**Asset Assignment**”) is effective as of the Closing Date (“**Effective Date**”), by and between the At Home General Unsecured Creditors’ Liquidating Trust and the Contested Claims Reserve (collectively, the “**GUCLT**”) and the At Home Bondholders’ Liquidating Trust (the “**BHLT**”). Unless otherwise defined in this Asset Assignment, capitalized terms will have the meanings set forth in the Settlement Agreement (described below), which shall be herein incorporated by reference.

### **RECITALS**

#### **WHEREAS:**

A. The GUCLT, BHLT and the At Home Liquidating Trust (“**AHLT**”) entered into that certain Settlement Agreement, dated November 20, 2009, to resolve disputes regarding the disposition of certain assets held by the parties, including Intellectual Property (the “**Settlement Agreement**”).

B. With respect to Intellectual Property, the GUCLT acknowledges that under the Plan, it never received or possessed any ownership interest in any of the Intellectual Property held by the Debtors or their successors in interest, notwithstanding any enforcement rights it was purportedly granted with respect to the patents included in the Intellectual Property.

C. However, as a resolution to disputes concerning such Intellectual Property, the parties to the Settlement Agreement agreed to fully unify in the BHLT the interests in all proprietary rights under applicable intellectual property laws such that the holder of such Intellectual Property will have standing to prosecute and may fully litigate, assign, license, dispose of, compromise, settle, abandon, dismiss and liquidate all such Intellectual Property rights.

D. Pursuant to the GUCLT’s obligations under the Settlement Agreement, the GUCLT wishes to assign to the BHLT any and all interest it has or may have in and to the transferred assets, including, without limitation, all Intellectual Property included therein, as set forth in this Asset Assignment, and the BHLT wishes to accept such assignment.

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GUCLT and BHLT agree as follows:

1. Assignment of Assets. The GUCLT hereby sells, assigns and transfers to the BHLT, its successors and assigns, the GUCLT’s entire right, title and interest in and to any and all of its assets, whether tangible or intangible, including, but not limited to the GUCLT Transferred Assets, and any and all right for the BHLT to have complete standing to sue and recover all past, present and future damages, and obtain injunctive relief and other remedies for any infringement, misappropriation or unauthorized use of (a) all Intellectual Property included

within the GUCLT Transferred Assets or (b) any Intellectual Property owned or held by the AHLT or the BHLT ("**Assigned Assets**").

2. Free of Encumbrances: The GUCLT's assignment of the Assigned Assets to the BHLT under Section 1 of this Asset Assignment shall be free and clear of any and all Liens, Claims and Interests, pursuant to Section 363 of the U.S. Bankruptcy Code, and the BHLT shall not assume or become subject to any transferee, successor or derivative liability or otherwise be responsible for taxes or other obligations of the GUCLT with respect to and in connection with the assignment of the Assigned Assets.

3. Retained Assets: Notwithstanding anything to the contrary in this Asset Assignment, the Assigned Assets shall not include the GUCLT Retained Assets, which assets shall be listed on Schedule 1, attached hereto, and are retained by the GUCLT.

4. Entire Agreement. This Asset Assignment (including all Schedules hereto) and the Settlement Agreement (including all Exhibits and attachments thereto) set forth the entire understanding of the parties and supersede all prior agreements and understandings, oral or written, between the parties relating to the subject matter hereof and thereof.

5. Binding Assignment. This Asset Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Severability. In the event that any provision of this Asset Assignment is determined to be invalid, unlawful, void or unenforceable to any extent, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Asset Assignment will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

7. Governing Law. The provision with respect to governing law and enforcement contained in the Settlement Agreement shall apply with equal force to this Asset Assignment.

8. Counterparts. This Asset Assignment may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same Asset Assignment.

9. Headings. The section headings contained in this Asset Assignment are inserted for reference purposes only and are not intended to be a part, nor should they affect the meaning or interpretation, of this Asset Assignment.

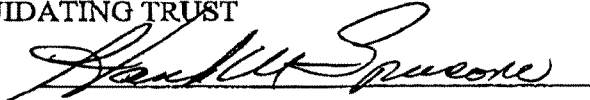
10. Amendments. This Asset Assignment may not be amended, modified, altered or supplemented except by means of a written instrument executed by the GUCLT and BHLT.

IN WITNESS WHEREOF, the parties have executed this Asset Assignment as  
of the Effective Date.

GUCLT:

AT HOME GENERAL UNSECURED CREDITORS'  
LIQUIDATING TRUST

By:



Name:

HANK M. SPACONE

Its:

TRUSTEE

BHLT:

AT HOME BONDHOLDERS' LIQUIDATING TRUST

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Asset Assignment as of the Effective Date.

GUCLT: AT HOME GENERAL UNSECURED CREDITORS' LIQUIDATING TRUST

By: \_\_\_\_\_

Name: \_\_\_\_\_


Its: \_\_\_\_\_

BHLT: AT HOME BONDHOLDERS' LIQUIDATING TRUST

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

  
Richard P. Williamson  
Trustee

**SCHEDULE 1**  
**GUCLT RETAINED ASSETS**

**Schedule of Assets Retained by the At Home General Unsecured  
Creditors Liquidating Trust  
Pursuant to the Settlement Agreement Dated November 20, 2009, and  
Approved by Court Order Entered December 18, 2009**

The above-referenced Settlement Agreement defines "GUCLT Retained Assets" at Para. 3, Page 8. The Settlement Agreement requires that this Schedule be prepared to "contain all assets of an identifiable value." Settlement Agreement, Para. 25(e), Page 21. This Schedule does not limit the scope of Para. 3, but effectuates Para. 25(e) by identifying GUCLT Retained Assets with an "identifiable value." This Schedule is effective as of January 15, 2010. The estimated total amount of GUCLT Retained Assets does not exceed \$1,400,000.00.

	<u>Description</u>	<u>Est. Amount</u>
a.	Current cash balance in the GUCLT's trust account, (inclusive of amounts the Trustee reserves for insurance premiums and retentions);	\$ 759,648.00
b.	The BHLT Settlement Payment;	\$ 275,000.00
c.	Other miscellaneous assets of the GUCLT, including	
(1)	Tax refunds (none known);	\$ 0.00
(2)	Vouchers (one known arising from Microsoft Class Action in the face amount of about \$170,000; Estimated value 50% of face);	\$ 85,000.00
(3)	Claims filed in other bankruptcy cases that do not in any way relate to enforcement or defense of Intellectual Property Rights ( <i>de minimis</i> value – see attached schedule);	\$ 8,000.00



**Schedule of Assets Retained by the At Home General Unsecured  
Creditors Liquidating Trust**  
**Pursuant to the Settlement Agreement Dated November 20, 2009, and**  
**Approved by Court Order Entered December 18, 2009**

	<b><u>Description</u></b>	<b><u>Est. Amount</u></b>
	(4) A fifty percent (50%) share, with the remaining fifty percent (50%) share paid by the GUCLT to the BHLT, of the proceeds of a complaint filed against the State of California in the face amount of \$77,000, provided that the AHLT and BHLT execute a letter agreement directing the State of California to pay funds per the pending complaint; Total estimated value \$67,000 (after deducting contingency fee and cost of collection due to outside counsel) (assuming State allows claim); and in any case expressly excluding all right, title and interest in and to the Intellectual Property;	\$ 33,500.00
d.	Business records not reasonably related to the GUCLT Transferred Assets;	\$ 0.00
e.	Incidental business equipment;	\$ 500.00
f.	Contracts related to the administration of the GUCLT not otherwise reasonably related to the GUCLT Transferred Assets;	\$ 0.00
	(1) The GUCLT has not resolved its relationship with the law firm of Nixon Peabody. Nixon Peabody asserts claims against the GUCLT and vice versa. To the extent resolution of these issues falls under Settlement Agreement Para. 3(f) it is included here;	\$ 0.00
g.	Other items of <i>de minimis</i> value unrelated to the GUCLT Transferred Assets that are reasonably necessary for the GUCLT's administration and/or closure.	\$ 0.00