

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JEFFRY JOVAN PHILYAW	11/01/1999
DAVID KENT MATHEWS	11/01/1999
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DIGITALCONVERGENCE.COM INC.
<b>Street Address:</b>	4264 KELLWAY CIRCLE
<b>City:</b>	ADDISON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75244
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12485644
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(972)479-0464
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Address Line 1:</b>	P.O. BOX 741715
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<b>ATTORNEY DOCKET NUMBER:</b>	RPXC-29,521
<b>NAME OF SUBMITTER:</b>	Gregory M. Howison
<b>Total Attachments: 3</b> source=PHL28940 INVENTORS TO DIGITAL#page1.tif source=PHL28940 INVENTORS TO DIGITAL#page2.tif source=PHL28940 INVENTORS TO DIGITAL#page3.tif	

CH \$40.00 12485644

ASSIGNMENT

WHEREAS, we, Jeffrey Jovan Philyaw and David Kent Mathews, citizens of the U.S.A. and residents of Dallas, Dallas County, Texas 75225 and Carrollton, Dallas County, Texas 75007, have invented certain new and useful improvements in "SOFTWARE DOWNLOADING USING A TELEVISION BROADCAST CHANNEL" for which application for United States Letters Patent was filed on October 13, 1999 and assigned Serial No. 09/417,863; and

WHEREAS, DigitalConvergence.com Inc., a corporation of the State of Delaware, which has a business address of 4264 Kellway Circle, Addison, Texas 75244, (hereinafter referred to as "Assignee"), is desirous of acquiring our entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interests are concerned, to said Assignee of our entire right, title and interest.

We also hereby sell and assign to said Assignee, its successors, assigns and legal representatives the full and exclusive right, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and we further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

We hereby further agree that we will communicate to said Assignee, or to its successors, assigns and legal representatives, any facts known to us respecting any improvements, and, at the expense of said Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said Assignee and to aid said Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

Name of First Joint Inventor: **Jeffry Jovan Philyaw**

Residence (City, County, State): **Dallas, Dallas County, Texas 75225**

Signature: \_\_\_\_\_

Date: 11-1-99

Date Application Executed: 11-1-99

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ § ss:

BEFORE ME, a Notary Public, on this 1st day of Nov., 1999, personally appeared Jeffry Jovan Philyaw, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same of his own free will for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 1st day of Nov. A.D., 1999.



Sharon McClinton  
Notary Public

Commission Expires:  
January 21, 2002

Name of Second Joint Inventor: **David Kent Mathews**

Residence (City, County, State): **Carrollton, Dallas County, Texas 75007**

Signature: David Kent Mathews

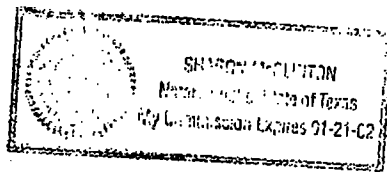
Date: 11/1/99

Date Application Executed: 11/1/99

STATE OF §  
COUNTY OF § ss:

BEFORE ME, a Notary Public, on this 1st day of Nov., 1999, personally appeared David Kent Mathews, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same of his own free will for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 1st day of Nov. A.D., 1999.



Sharon McClinton  
Notary Public

Commission Expires:  
January 21, 2002