

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sedna Patent Services, LLC	09/13/2008
RECEIVING PARTY DATA	
Name:	Comcast IP Holdings I, LLC
Street Address:	1201 North Market Street
Internal Address:	Suite 1000
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12731254
CORRESPONDENCE DATA	
Fax Number:	(202)824-3001
Phone:	2028243000
Email:	mcuviello@bannerwitcoff.com, BWPTOPAT@bannerwitcoff.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Michael S. Cuiello
Address Line 1:	1100 13th STREET, N.W.
Address Line 2:	Suite 1100
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005-4051
ATTORNEY DOCKET NUMBER:	0571/007412.01203
NAME OF SUBMITTER:	/Michael Cuiello/

CH \$40.00 12731254

Total Attachments: 17
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**PATENT
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Agreement Regarding Final Disposition of IP Assets

This Agreement Regarding Final Disposition of IP Assets, effective as of September 11, 2008 at 12:15 PM EST (this "Agreement"), is between Comcast Programming Ventures, Inc. ("Comcast"), Cox Consumer Information Network, Inc. ("Cox") and Charter Communications Ventures, LLC ("Charter").

WHEREAS, Comcast, Cox and Charter are parties to the First Amended and Restated Limited Liability Company Agreement of TVGateway LLC, dated November 19, 2003, as amended (the "LLC Agreement"), and comprise all of the Members of Sedna Patent Services, LLC (f/k/a TVGateway, LLC, "Sedna");

WHEREAS, all of the Members and the directors of Sedna agreed and resolved to wind-up the affairs of Sedna in a Wind-Up Agreement dated July 26, 2007 (the "Wind-Up Agreement");

WHEREAS, pursuant to the Wind-Up Agreement, Comcast, Cox and Charter have agreed upon the disposition of all of the intellectual property assets of Sedna and desire to direct Sedna to implement their agreement, on the terms and conditions set forth herein.

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

1. Capitalized terms used herein without definition shall have the meanings given in the Wind-Up Agreement.
2. Comcast, Cox and Charter hereby direct any appropriate designee of Comcast, pursuant to the Wind-Up Agreement, to cause Sedna to:
 - a. Assign the entire, worldwide, right, title and interest in and to certain intellectual property assets (the "Cox Assets") currently owned by Sedna to Cox Communications, Inc., a Delaware corporation having a business address at 1400 Lakehearn Drive, Atlanta, GA 30319, by executing the Assignment of Intellectual Property Rights to Cox Communications, Inc. attached as Exhibit A to this Agreement;
 - b. Assign the entire, worldwide, right, title and interest in and to certain intellectual property rights (the "Comcast Assets") currently owned by Sedna to Comcast IP Holdings I, LLC, a Delaware limited liability company having a business address at 1201 N. Market Street, Suite 1000, Wilmington, DE 19801, by executing the Assignment of Intellectual Property Rights to Comcast IP Holdings I, LLC attached as Exhibit B to this Agreement;
 - c. Assign the entire, worldwide, right, title and interest in and to certain intellectual property rights (the "Charter Assets") currently owned by Sedna to ~~Charter Communications Holding Company, LLC~~, a Delaware limited liability company having a business address at 12405 Powerscourt Drive, St. Louis, MO 63131, by

[Handwritten signature]
Changed by permission
to
Charter Communications
Ventures, LLC
Signed: *[Handwritten signature]*

executing the Assignment of Intellectual Property Rights to Charter ←
~~Communications Holding Company, LLC~~ attached as Exhibit C to this Agreement.

Changed by permission
to:

Charter Communications
Ventures, LLC

Signed: 

3. Each of Comcast, Cox and Charter agrees to execute and deliver to the other a license agreement with respect to the Comcast Assets, the Cox Assets and the Charter Assets, respectively, which license shall be non-exclusive, non-transferable, perpetual, world-wide, royalty free and subject to rights and limitations consistent with those set forth in Section 10.7(b) of the LLC Agreement (in a reasonable form and at a time to be reasonably agreed upon by Comcast, Cox and Charter).

4. This agreement will be governed by the laws of the state of Delaware without regard to conflicts of law principles.

5. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, as of the date first written above.

<p>Cox Consumer Information Network, Inc.</p> <p>By: <u><i>St. Necessary</i></u> Name: <u>STEPHEN E. NECESSARY</u> Title: <u>VP-VIDEO STRATEGY</u></p>	<p>Comcast Programming Ventures, Inc.</p> <p>By: _____ Name: _____ Title: _____</p>
<p>Charter Communications Ventures, LLC</p> <p>By: <u><i>Mark Ruff</i></u> Name: _____ Title: _____</p>	

EXHIBIT A

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO COX COMMUNICATIONS, INC.

For good and valuable consideration, the receipt of which is hereby acknowledged, Sedna Patent Services, LLC (f/k/a TVGateway, LLC) ("Assignor"), a Delaware limited liability company, having a business address at One Comcast Center, 1701 John F. Kennedy Blvd., Philadelphia, PA 19103, does hereby:

(a) irrevocably assign and transfer to Cox Communications, Inc., a Delaware corporation having a business address at 1400 Lakehearn Drive, Atlanta, GA 30319 ("Assignee"):

(1) the entire worldwide right, title and interest in and to (i) the patents and patent applications listed in Exhibit 1 hereto; (ii) all rights of priority in and to any of the foregoing patents and patent applications, and any divisionals, continuations, continuations-in-part, substitutes, reissues, renewals, reexaminations, and extensions of such patents; and (iii) foreign counterparts to any of the foregoing including but not limited to utility models (collectively, the "Patents") to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; and

(2) the entire worldwide right, title and interest in and to all causes of action and enforcement rights, whether currently pending, filed or otherwise, for the Patents, including but not limited to all rights to sue third parties for patent infringement and to collect damages accrued based on activities occurring prior to the execution date hereof, including but not limited to all rights to recover damages for infringement of provisional rights;

(b) agree, upon request (and at the reasonable expense) of Assignee, to execute all oaths, assignments, powers of attorney, applications and any other papers necessary to perfect Assignee's title in the foregoing and to prosecute the Patents.

Assignor agrees that Assignee may apply for and receive patents for the subject matter in Assignee's own name. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

The effective date of this Assignment is September 11, 2008 at 12:15 PM EST.

[Signatures appear on the next page]

**EXHIBIT I
TO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO
COX COMMUNICATIONS, INC.**

U.S. Pat. Nos.	U.S. Pat. Nos.	U.S. Pat. Appl. Nos.
5581720	7100183	10/022649
5586289	7120925	10/025055
5798795	7124424	10/238398
5867723	7146628	10/258980
5923891	7159233	10/342682
5990927	7165140	10/359108
5999970	7174084	10/361266
6166730	7212252	10/386152
6233807	7243133	10/524682
6286369	7260829	10/551102
6282207	7277443	10/552784
6289376	7293279	10/689005
6314572	7373651	10/890858
6314573	7395546	10/805728
6324217	D348251	10/930154
6359939		11/057759
6378036		11/059070
6388075	U.S. Pat. Appl. Nos.	11/071426
6389218	09/108859	11/134902
6408437	09/158549	11/186171
6477579	09/396428	11/186413
6588017	09/396429	11/400691
6639896	09/454212	11/418408
6681397	09/458319	11/486269
6691208	09/458322	11/504366
6788308	09/458897	11/508457
6871263	09/538562	11/542419
6889245	09/540177	11/543452
6898800	09/558755	11/584881
6925610	09/585263	11/742293
6934965	09/679210	11/762868
6999476	09/734496	11/859818
7013478	09/738959	
7017173	09/792889	
7024678	09/877974	
7027882	09/922242	
7032238	09/922910	
7035278	09/928493	
7089575	09/970634	
7086077	09/994583	
7092926	09/997207	

SKM

Removed by permission:
Signed: *[Signature]*

Removed by permission:
Signed: *[Signature]*

SKM

Signature on behalf of Assignor:

Date of Signature:

James J. Finnegan

Sept. 13, 2008

Printed Name: James J. Finnegan

Title: VP, Comcast

State of PA } S.S.
County of Lehigh }

On 13 Sept 08 before me, Kelly A. O'Hare
personally [DATE] [NOTARY PUBLIC]
appeared James J. Finnegan personally known to me or proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

Notary Seal

Kelly A. O'Hare
Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kelly A. O'Hare, Notary Public
Lower Macungie Twp., Lehigh County
My Commission Expires June 10, 2010
Approved: Pennsylvania Association of Notaries

Date of Signature: 13 Sept 08
[Signature], 2008

EXHIBIT B

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO COMCAST IP HOLDINGS I, LLC

For good and valuable consideration, the receipt of which is hereby acknowledged, Sedna Patent Services, LLC (f/k/a TVGateway, LLC) ("Assignor"), a Delaware limited liability company, having a business address at One Comcast Center, 1701 John F. Kennedy Blvd., Philadelphia, PA 19103, does hereby:

- (a) irrevocably assign and transfer to Comcast IP Holdings I, LLC, a Delaware limited liability company having a business address at 1201 N. Market Street, Suite 1000, Wilmington, DE 19801 ("Assignee"):

(1) the entire worldwide right, title and interest in and to (i) the patents and patent applications listed in Exhibit 1 hereto; (ii) all rights of priority in and to any of the foregoing patents and patent applications, and any divisionals, continuations, continuations-in-part, substitutes, reissues, renewals, reexaminations, and extensions of such patents; and (iii) foreign counterparts to any of the foregoing including but not limited to utility models (collectively, the "Patents") to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; and

(2) the entire worldwide right, title and interest in and to all causes of action and enforcement rights, whether currently pending, filed or otherwise, for the Patents, including but not limited to all rights to sue third parties for patent infringement and to collect damages accrued based on activities occurring prior to the execution date hereof, including but not limited to all rights to recover damages for infringement of provisional rights;

- (b) irrevocably assign and transfer to Comcast IP Holdings I, LLC, a Delaware limited liability company having a business address at 1201 N. Market Street, Suite 1000, Wilmington, DE 19801 ("Assignee") in connection with the assignment of the business of Assignor, or portion thereof, to which the following pertain:

(1) all of Assignor's right, title and interest in and to the trademarks listed in Exhibit 1 hereto, together with the goodwill of the business that is symbolized by such trademarks, including but not limited to renewal rights therein and the right to obtain registrations of such trademarks in the United States and throughout the world, (collectively, the "Trademarks") to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; and

(2) the entire worldwide right, title and interest in and to all causes of action and

enforcement rights, whether currently pending, filed or otherwise, for the Trademarks, including but not limited to all rights to sue third parties for trademark infringement and to collect damages accrued based on activities occurring prior to the execution date hereof; and

- (c) agree, upon request (and at the reasonable expense) of Assignee, to execute all oaths, assignments, powers of attorney, applications and any other papers necessary to perfect Assignee's title in the foregoing Patents and Trademarks and to prosecute the Patents and Trademarks.

Assignor agrees that Assignee may apply for and receive patents for the subject matter in Assignee's own name. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

The effective date of this Assignment is September 11, 2008 at 12:15 PM EST.

[Signatures appear on the next page]

**EXHIBIT 1
TO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO
COMCAST IP HOLDINGS I, LLC**

U.S. Pat. No.	U.S. Pat. No.	U.S. Pat. No.	U.S. Pat. App. No.	U.S. IP Description
5133079	6681326	7343614	09/975312	MYTV (Serial No. 76/012109)
5463732	6697376	7363645	09/977488	MY FRIENDS (Reg. No. 2516598)
5559549	6704359	7373652	10/004565	MY TOWN (Reg. No. 2549034)
5596687	6718552	7380261	10/204841	TVGATEWAY (Reg. No. 2851145)
5600364	6721794	7392531	10/227833	DIGITAL BUTLER (Serial No. 76/285681)
5600573	6732370	7394850	10/261931	
5659350	6738978	D354059	10/263806	Foreign Trademark
5682195	6754271	D368263	10/265752	Channel Hyperlinking (Argentina Reg. No. 1722378)
5734853	6754905	D381991	10/269918	Channel Hyperlinking (Chile Reg. No. 527130)
5781227	6766393		10/295922	Channel Hyperlinking (Japan Reg. No. 4375754)
5961603	6828993	U.S. Pat. Appl. No.	10/448014	Channel Hyperlinking (Venezuela Reg. No. S-13.007)
5966162	6904610	07/991074	10/464623	
6049539	6912585	09/124043	10/629456	
6052554	6988567	09/191520	10/855410	
6160889	6998098	09/447472	10/665738	
6163272	6998742	09/533780	10/677862	
6181335	7017178	09/540178	10/694658	
6201536	7032176	09/541891	10/695277	
6208335	7058965	09/588503	10/697823	
6209024	7072972	09/597891	10/724123	
6229895	7073187	09/609286	10/797832	
6240553	7091968	09/609316	10/826187	
6253375	7096487	09/633197	10/831849	
6298071	7117440	09/640966	10/936183	
6385771	7127737	09/687662	10/946682	
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6415437	7142567	09/739182	11/059055	
6438140	7155711	09/920615	11/168641	
6463585	7159235	09/920723	11/186170	
6481012	7167488	09/920798	11/186175	
6510554	7168084	09/921057	11/186914	
6515680	7203201	09/946781	11/488267	
6539548	7207053	09/964889	11/585482	
6578201	7207055	09/964891	11/618347	
6584153	7222090	09/966594	11/683606	
6598229	7225234	09/966757	11/735537	
6604224	7248581	09/966758	11/780053	
6614843	7260147	09/966759	12/131551	
6621870	7269841	09/973067		
6651252	7308602	09/973081		
6675386	7342841	09/973083		

Signature on behalf of Assignor:

Date of Signature:

James J Finnegan

Sept. 13, 2008

Printed Name: James J Finnegan

Title: VP, Comcast

State of PA) S.S.
County of Lehigh)

On 13 Sept 08 before me, Kelly A Ohare
personally [DATE] [NOTARY PUBLIC]
appeared James J Finnegan personally known to me or proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

Notary Seal

[Signature]
Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kelly A. Ohare, Notary Public
Lower Macungie Twp., Lehigh County
My Commission Expires June 19, 2010
Member, Pennsylvania Association of Notaries

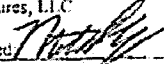
Date of Signature: 13th Sept 08

Exp. June 10, 2008

EXHIBIT C

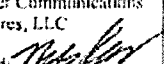
**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO
~~CHARTER COMMUNICATIONS HOLDING COMPANY, LLC~~**

For good and valuable consideration, the receipt of which is hereby acknowledged, Sedna Patent Services, LLC (f/k/a TVGateway, LLC) ("Assignor"), a Delaware limited liability company, having a business address at One Comcast Center, 1701 John F. Kennedy Blvd., Philadelphia, PA 19103, does hereby:

Changed by permission to:
Charter Communications Ventures, LLC
Signed: 

 JGM

(a) irrevocably assign and transfer to ~~Charter Communications Holding Company, LLC~~, a Delaware limited liability company having a business address at 12405 Powerscourt Drive, St. Louis, MO 63131 ("Assignee"):

Changed by permission to:
Charter Communications Ventures, LLC
Signed: 

 JGM

(1) the entire worldwide right, title and interest in and to (i) the patents and patent applications listed in Exhibit 1 hereto; (ii) all rights of priority in and to any of the foregoing patents and patent applications, and any divisionals, continuations, continuations-in-part, substitutes, reissues, renewals, reexaminations, and extensions of such patents; and (iii) foreign counterparts to any of the foregoing including but not limited to utility models (collectively, the "Patents") to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; and

(2) the entire worldwide right, title and interest in and to all causes of action and enforcement rights, whether currently pending, filed or otherwise, for the Patents, including but not limited to all rights to sue third parties for patent infringement and to collect damages accrued based on activities occurring prior to the execution date hereof, including but not limited to all rights to recover damages for infringement of provisional rights;

(b) agree, upon request (and at the reasonable expense) of Assignee, to execute all oaths, assignments, powers of attorney, applications and any other papers necessary to perfect Assignee's title in the foregoing and to prosecute the Patents.

Assignor agrees that Assignee may apply for and receive patents for the subject matter in Assignee's own name. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

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[Signatures appear on the next page]

**EXHIBIT 1
TO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO
CHARTER COMMUNICATIONS HOLDING COMPANY, LLC**

U.S. PAT. Nos.	U.S. Pat. Appl. Nos.
6305019	10/948393
6477182	<div style="border: 1px solid black; padding: 5px;"> 10/689005 Added by permission. Signed: <i>Mark Long</i> </div>
6684400	
6826197	
7254824	
<div style="border: 1px solid black; padding: 5px;"> 6314573 Added by permission Signed: <i>Mark Long</i> </div>	

JJO
SKM

JJO
SKM

Signature on behalf of Assignor:

Date of Signature:

James J. Frangola

Sept 13, 2008

Printed Name: James J. Frangola

Title: VP Comcast

State of PA) S.S.
County of Lehigh

On 15th Sept 08 before me, Kelly A. O'Hara
personally [DATE] [NOTARY PUBLIC]
appeared James J. Frangola personally known to me or proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

Notary Seal

Kelly A. O'Hara
Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kelly A. O'Hara, Notary Public
Lower Macungie Twp., Lehigh County
My Commission Expires June 10, 2010
Member, Pennsylvania Association of Notaries

Date of Signature: 15th Sept 08
James J. Frangola, 2008