

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Scott White</td> <td>01/31/2008</td> </tr> <tr> <td>James L. Cansler</td> <td>02/01/2008</td> </tr> <tr> <td>Charles Scott</td> <td>01/25/2008</td> </tr> </tbody> </table>		Name	Execution Date	Scott White	01/31/2008	James L. Cansler	02/01/2008	Charles Scott	01/25/2008				
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<table border="1"> <tr> <td>Name:</td> <td>AT&T Intellectual Property I, LP</td> </tr> <tr> <td>Street Address:</td> <td>675 W. Peachtree Street</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 4000</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30375</td> </tr> </table>		Name:	AT&T Intellectual Property I, LP	Street Address:	675 W. Peachtree Street	Internal Address:	Suite 4000	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30375
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CORRESPONDENCE DATA													
<p>Fax Number: (847)510-0710</p> <p>Email: docketing@gmgip.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: AT&T LEGAL DEPARTMENT - GMG ATTN: PATENT</p> <p>Address Line 1: ROOM 2A-207</p> <p>Address Line 2: ONE AT&T WAY</p> <p>Address Line 4: BEDMINSTER,, NEW JERSEY 07921</p>													
ATTORNEY DOCKET NUMBER:	7785-0299-01												
NAME OF SUBMITTER:	Andrew Gust												
Total Attachments: 5													

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ASSIGNMENT

WHEREAS, Scott White, a citizen of the United States of America, residing at Austin, TX, James L. Cansler, a citizen of the United States of America, residing at Pflugerville, TX, and Charles Scott, a citizen of the United States of America, residing at Austin, TX, hereinafter called the "Assignors", have made the invention described in the United States Patent Application entitled "SYSTEM AND METHOD FOR DISTRIBUTING MEDIA CONTENT" Attorney Docket No. 7785-299 (AT&T 2007-1447), for a full description of which reference is here made to an application for Letters Patent of the United States filed on herewith and,

WHEREAS, AT&T KNOWLEDGE VENTURES, L.P., a partnership organized and existing under the laws of the State of Nevada, having a place of business at 845 E. Plumb Lane, Reno, Nevada 89502, hereinafter called the "Assignee", desires to acquire the entire right, title and interest for the United States of America and elsewhere throughout the world in and to said invention and the patent application identified above, including any and all divisions and continuations thereof and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues and prolongations thereof.


NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term and terms for all such patents.

AND said Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee to carry out the terms of this Assignment. Assignors authorize attorney or agent to fill in the U.S. Application Serial No. above, if required.

AND said Assignors authorize and request the Commissioner of Patents to issue Letters Patent on said application, and on any all divisions and continuations thereof, to said Assignee, its assigns and legal representatives, in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, this Assignment is executed by said Assignors, on the date(s) listed below.

Name of First Inventor: Scott White

Signature of First Inventor: 

Date: 1/31/08

Witnesses for First Inventor

First Witness:


 1/31/08

Signature / Date

Wesley Maffei

Full Name (printed)

Second Witness:



Signature / Date

Fredrick van Odenburg

Full Name (printed)

Name of Second Inventor: James L. Cansler

Signature of Second Inventor: 

Date: 2/1/08

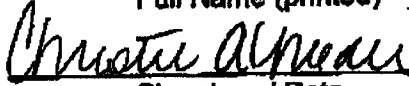
Witnesses for Second Inventor

First Witness:

 2/1/08
Signature / Date

AC MEADOWS JR
Full Name (printed)

Second Witness:

 2/01/08
Signature / Date

Christine A. Medina
Full Name (printed)

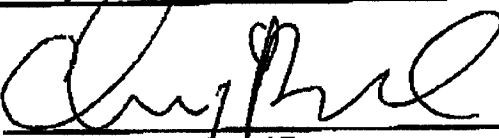
Name of Third Inventor: Charles Scott

Signature of Third Inventor: 

Date: 1/25/08

Witnesses for Third Inventor

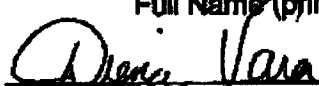
First Witness:

 1-25-08
Signature / Date

CHRISTIAN BARNARD

Full Name (printed)

Second Witness:

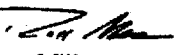
 1/25/08
Signature / Date

Diana Vara

Full Name (printed)



ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684.6706
Website: secretaryofstate.biz

Filed in the office of	Document Number
	20070669222-06
Ross Miller Secretary of State State of Nevada	Filing Date and Time 10/01/2007 10:20 AM
	Entity Number LP1247-2002

**Amendment to a
Limited Partnership**
(PURSUANT TO NRS 88.355)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Certificate of Limited Partnership
For a Nevada Limited Partnership
(Pursuant to NRS 88.355)

1. Name of limited partnership:

AT&T Knowledge Ventures, L.P.

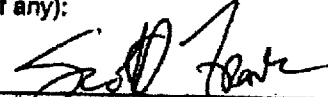
2. The certificate has been amended as follows (provide article numbers, if available)*:

Item 1.

Name of Limited Partnership:

AT&T Intellectual Property I, L.P.

3. Signatures (must be signed by an existing general and by any new general partners being added, if any):

X 
Signature (general partner)

AT&T Intellectual Property, Inc.

By: Scott Frank, President and Chief Executive Officer

X _____
Signature (general partner)

X _____
Signature (general partner)

X _____
Signature (general partner)

* 1) If amending name of limited partnership, the new name must contain the words "Limited Partnership," "L.P." or "LP."

2) If adding new general partners, provide name and addresses.

FILING FEE: \$175.00

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Revised Statutes Chapter 88