

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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>James B. Armstrong</td> <td>11/18/1999</td> </tr> <tr> <td>Christopher W.B. Goode</td> <td>11/18/1999</td> </tr> </tbody> </table>		Name	Execution Date	James B. Armstrong	11/18/1999	Christopher W.B. Goode	11/18/1999				
Name	Execution Date										
James B. Armstrong	11/18/1999										
Christopher W.B. Goode	11/18/1999										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>DIVA Systems Corporation</td> </tr> <tr> <td>Street Address:</td> <td>800 Saginaw Drive</td> </tr> <tr> <td>City:</td> <td>Redwood</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94063</td> </tr> </table>		Name:	DIVA Systems Corporation	Street Address:	800 Saginaw Drive	City:	Redwood	State/Country:	CALIFORNIA	Postal Code:	94063
Name:	DIVA Systems Corporation										
Street Address:	800 Saginaw Drive										
City:	Redwood										
State/Country:	CALIFORNIA										
Postal Code:	94063										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13438445</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13438445						
Property Type	Number										
Application Number:	13438445										
CORRESPONDENCE DATA											
<p>Fax Number: (202)824-3001</p> <p>Phone: 3018243000</p> <p>Email: jbrady@bannerwitcoff.com, BWPTOPAT@bannerwitcoff.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: Daniel G. Cardy</p> <p>Address Line 1: 1100 13th Street, NW</p> <p>Address Line 2: Suite 1200</p> <p>Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-4051</p>											
ATTORNEY DOCKET NUMBER:	007412.01750										
NAME OF SUBMITTER:	Daniel G. Cardy										
<p>Total Attachments: 4</p> <p>source=Assignment_Inventors to DIVA Systems#page1.tif</p> <p>source=Assignment_Inventors to DIVA Systems#page2.tif</p> <p>source=Assignment_Inventors to DIVA Systems#page3.tif</p> <p>source=Assignment_Inventors to DIVA Systems#page4.tif</p>											

CH \$40.00 13438445

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- 1) James B. Armstrong
156 Nassau Street, Princeton, NJ 08542
- 2) Christopher W.B. Goode
722 Creek Drive, Menlo Park, CA 94025
- 3)
- 4)
- 5)
- 6)

(hereinafter referred to as Assignors), have invented a certain invention entitled:

METHOD AND APPARATUS FOR HIERARCHIAL DISTRIBUTION OF VIDEO CONTENT FOR AN INTERACTIVE INFORMATION DISTRIBUTION SYSTEM

for which application for Letters Patent in the United States was executed on even date herewith; and

WHEREAS, DIVA Systems Corporation, a corporation of the State of California, having a place of business at 800 Saginaw Drive, Redwood City, CA 94063 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for

reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	<u>11/18/99</u> Date	<u>James B. Armstrong</u> James B. Armstrong
2)	_____ Date	_____ Christopher W.B. Goode
3)	_____ Date	_____
4)	_____ Date	_____
5)	_____ Date	_____
6)	_____ Date	_____

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- 1) James B. Armstrong
156 Nassau Street, Princeton, NJ 08542
- 2) Christopher W.B. Goode
722 Creek Drive, Menlo Park, CA 94025
- 3)
- 4)
- 5)
- 6)

(hereinafter referred to as Assignors), have invented a certain invention entitled:

METHOD AND APPARATUS FOR HIERARCHIAL DISTRIBUTION OF VIDEO CONTENT FOR AN INTERACTIVE INFORMATION DISTRIBUTION SYSTEM

for which application for Letters Patent in the United States was executed on even date herewith; and

WHEREAS, DIVA Systems Corporation, a corporation of the State of California, having a place of business at 800 Saginaw Drive, Redwood City, CA 94063 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

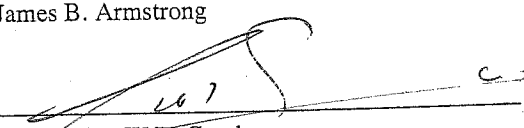
2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for

reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	_____	_____
	Date	James B. Armstrong
2)	<u>11/18/99</u>	
	Date	Christopher W.B. Goode
3)	_____	_____
	Date	
4)	_____	_____
	Date	
5)	_____	_____
	Date	
6)	_____	_____
	Date	