

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIVA Systems Corporation	04/21/2004
RECEIVING PARTY DATA	
Name:	TV Gateway, LLC
Street Address:	1500 Market Street, 25th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13757959
CORRESPONDENCE DATA	
Fax Number:	2028243001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Banner & Witcoff / Evan M. Clark
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ATTORNEY DOCKET NUMBER:	007412.02324
NAME OF SUBMITTER:	Evan M. Clark
<b>Total Attachments: 7</b> source=02324ASN#page1.tif source=02324ASN#page2.tif source=02324ASN#page3.tif source=02324ASN#page4.tif source=02324ASN#page5.tif source=02324ASN#page6.tif source=02324ASN#page7.tif	

CH \$40.00 13757959

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made effective as of the 14th day of January, 2004, ("Effective Date"), by and between the estate of DIVA Systems Corporation (the "Assignor"), by Howard B. Grobstein, solely in his capacity as Chapter 11 Trustee, and TV Gateway, LLC, a Delaware limited liability company, with its principal office at 1500 Market Street - 25<sup>th</sup> Floor, Philadelphia, Pennsylvania 19102 ("Assignee").

WHEREAS, Assignor and Assignee are parties to those certain five Intellectual Property Asset Purchase Agreements dated as of November 17, 2003 ("Purchase Agreements"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase those patents and patent applications, in five separate technology lots relating to the five Purchase Agreements, as set forth on a country by country basis on the attached Schedules A (collectively, the "Patents," which include corresponding divisionals and continuations not previously identified in the Purchase Agreements);

WHEREAS, all capitalized terms contained herein but not otherwise defined herein shall have the meaning assigned to such terms in the Purchase Agreements; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all its right, title and interest in and to the Patents.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for 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 if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the recording of Assignee as owner of the Patents and issuance of any and all letters patent to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 21 day of April, 2004.

THE ESTATE OF DIVA SYSTEMS CORPORATION

By   
Howard B. Grobstein  
solely in his capacity as Chapter 11 Trustee

TV GATEWAY, LLC

By   
William D. McCall

SCHEDULE A  
U.S. Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Docket No.</u>
09/126,884	7/31/1998	DIVA/133
09/201,530	11/30/1998	DIVA/173
09/293,526	4/15/1999	DIVA/070
09/295,738	4/20/1999	DIVA/121
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09/431,330	11/1/1999	DIVA/168 CIP2
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09/447,472	11/23/1999	DIVA/049
09/454,212	12/9/1999	DIVA/245 CIP2
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SCHEDULE A  
U.S. Patents

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