

EXHIBIT B

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 6th day of October, 2004 ("Effective Date"), by and between General Instrument Corporation, a Delaware corporation, with its principal office at 101 Tournament Drive, Horsham, Pennsylvania 19044 ("Assignor"), and Compression Labs, Inc., a Delaware corporation, with its principal office 108 Wild Basin Road, Austin, Texas 78746 ("Assignee").

WHEREAS, Assignor owns a 50% undivided interest in, to and under U.S. Patent No. 4,698,672 (the "Patent"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign Assignor's entire right, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of its right, title and interest in and to the Patent, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its 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 date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent, 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 Commissioner of Patents and Trademarks to record Assignee as owner of the Patent, including any continuations, divisions, continuations- in-part, reissues, or reexaminations thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee to 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.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; and (2) in the implementation or perfection of this Assignment.

Assignor's entire right, title and interest in and to and under the Patent are assigned "AS IS" and without any warranty of any kind, including without limitation warranties of title and non-infringement, validity or enforceability.

This Assignment shall be construed and governed in accordance with the laws of the State of Illinois without giving effect to laws concerning conflicts of laws.

This Assignment, together with the Agreement dated October 6, 2004 by and among the parties hereto, Forgent Networks, Inc. and Motorola, Inc. comprises the entire, final and exclusive understanding of the parties with respect to the subject matter herein and supersedes any previous agreement, whether oral or written, with respect to much subject matter.


IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 6th day of October, 2004.

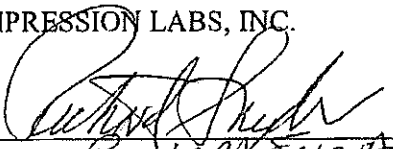
ASSIGNOR:

ASSIGNEE:

GENERAL INSTRUMENT CORPORATION

COMPRESSION LABS, INC.

By: 
Name: Daniel M. Moloney
Title: Pres. & CEO

By: 
Name: RICHARD SWITZER
Title: PRESIDENT

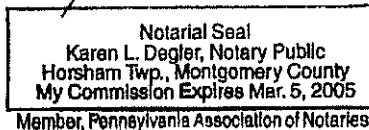
COMMONWEALTH OF PENNSYLVANIA

~~STATE OF ILLINOIS~~ §
MONTGOMERY §
COUNTY OF ~~COOK~~ §

On this 8th day of October, 2004, there appeared before me Daniel M. Moloney personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of General Instrument Corporation.

Karen L. Degler

Notary Public in and for the ~~State of Illinois~~ Commonwealth of Pennsylvania



STATE OF TEXAS §
§
COUNTY OF TRAVIS §

On this 6th day of October, 2004, there appeared before me Richard Snyder, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Compression Labs, Inc.

James S. Graham

Notary Public in and for the State of Texas

