



## TRADE-MARK ASSIGNMENT

**THIS AGREEMENT** made as of the 30th day of June, 1997.

**B E T W E E N:**

**ISM Information Systems Management Manitoba Corporation,**

a corporation organized and existing under the laws of the Province of Manitoba,

(hereinafter referred to as the "Vendor"),

OF THE FIRST PART,

- and -

**A-G Canada Ltd.,**

a corporation organized and existing under the laws of the Province of Ontario ,

(hereinafter referred to as the "Purchaser"),

OF THE SECOND PART.

WHEREAS the Vendor and the Purchaser have entered into an asset purchase agreement dated as of June 19, 1997, as amended by a letter agreement dated June 24, 1997 made among the Vendor, the Purchaser and Auto-Graphics, Inc., (the "Asset Purchase Agreement") pursuant to which the Vendor has agreed to sell to the Purchaser all of the property, assets and rights of the Vendor used exclusively or predominantly in connection with the operation of the Purchased Businesses (as such term is defined in the Asset Purchase Agreement);

AND WHEREAS pursuant to the Asset Purchase Agreement, the Vendor is to sell, assign and transfer to the Purchaser, to the extent assignable, all trade or brand names, business names, trade-marks, trademark registrations and applications used exclusively or predominantly in connection with the operation of the Purchased Businesses, together with all rights under any

licences or other agreements or instruments relating to any of the foregoing (the "Trade-marks"), including those Trade-marks set out on Exhibit A attached hereto;

AND WHEREAS ISM Library Information Services Ltd./ISM Services Informatiques Aux Bibliotecheques Ltee amalgamated with ISM Information Systems Management Manitoba Corporation to form the Vendor on January 1, 1995 as indicated in the articles of amalgamation attached hereto as Exhibit B;

AND WHEREAS the Vendor, as a result of the amalgamation, is the owner of all of the Trade-marks, including those set out in Exhibit A;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor hereby sells, assigns and transfers to the Purchaser and the Purchaser hereby purchases and accepts the assignment and transfer from the Vendor of, all of the Vendor's right, title and interest in, to and under the Trade-marks, together with all copyrights therein, all rights under licences, registered user agreements and other agreements or instruments relating thereto, and all goodwill associated with the Trade-marks.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the 30<sup>th</sup> day of June, 1997.

**ISM INFORMATION SYSTEMS  
MANAGEMENT MANITOBA  
CORPORATION**

by \_\_\_\_\_  
by \_\_\_\_\_  
**A-G CANADA LTD.**

by \_\_\_\_\_

**EXHIBIT A****1.) REGISTERED TRADE-MARKS**

<b>Country</b>	<b>Trade-mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Canada	ACCORD	308,883	November 29, 1985	November 29, 2000
Canada	CATSS	353,013	March 10, 1989	March 10, 2004
Canada	CD-CATSS	361,681	October 27, 1989	October 27, 2004
Canada	EDUCATSS	306,435	August 30, 1985	August 30, 2000
Canada	PC-CATSS	425,688	March 25 1994	March 25, 2009
Canada	REFCATSS	306,434	August 30, 1985	August 30, 2000
Canada	REQUEST	320,705	November 14, 1986	November 14, 2001
Canada	UTLAS	295,206	September 21, 1984	September 21, 1999
Canada	CATSS II	352,912	March 10, 1989	March 10, 2004
United States	CATSS	1,625,395	November 27, 1990	
United States	REMARC	1,232,986	March 29, 1983	March 29, 2003
United States	UTLAS	1,336,068	May 14, 1985	May 14, 2005
Japan	CATSS (Class 35)	3,158,146	May 31, 1996	May 31, 2006

**2.) APPLICATIONS FOR TRADE-MARKS**

<b>Country</b>	<b>Trade-mark</b>	<b>Application No. (Description of Goods/Services)</b>	<b>Filing Date</b>
United States	CD-CATSS		
United States	PC-CATSS		
Japan	CATSS (Class 41)	282349 / 1992	September 30, 1992
Japan	UTLAS (Class 41)	282348 / 1992	
Japan	UTLAS (Class 35)	282346 / 1992	

**3.) OTHER TRADE-MARKS**

AVISO

**EXHIBIT B**

**ARTICLES OF AMALGAMATION**

**ISM INFORMATION SYSTEMS MANAGEMENT MANITOBA CORPORATION**

The Corporations Act  
Loi sur les corporations  
**ARTICLES OF AMALGAMATION/  
STATUTS DE FUSION**

**MANITOBA**



The Corporations Act  
Loi sur les corporations

Corporation No.  
N° de la corporation

3268986

**CERTIFICATE / CERTIFICAT**

**ARTICLES EFFECTIVE /  
LES STATUTS PRESENTENT EFFET LE**

**1 - JAN./JANV. 1995**

**DIRECTOR, CORPORATIONS BRANCH /  
DIRECTEUR, DIRECTION DES CORPORATIONS**

1-Name of Amalgamated Corporation / Dénomination de la corporation de la fusion

**ISM INFORMATION SYSTEMS MANAGEMENT MANITOBA CORPORATION**

2-The address in full of the registered office (include postal code)/  
Adresse complète du bureau enregistré (inclure le code postal)

**1700-360 MAIN STREET, WINNIPEG, MANITOBA, R3C 3Z3**

3-Number (or minimum and maximum number) of directors  
Nombre (ou nombre minimal et maximal) d'administrateurs

**MINIMUM OF 3 MAXIMUM OF 7**

4-Directors / Administrateurs

Name in full / Nom complet	Address in full (include postal code)/Adresse complète (inclure le code postal)
J. GORDON GARRETT	444 Old Church Rd. Greenwich Conn 06830
MICHAEL BESSEY	684-155 Carlton St. Winnipeg Mb R3C 3H8
DOUGLAS ONOFRYCHUK	701 Kilkenny Dr. Winnipeg Mb R3T 3E2
JANE MOWAT	3 Forfar Ct. Etobicoke On M9A 2C8

5-The classes and any maximum number of shares that the corporation is authorized to issue  
Catégories et tout nombre maximal d'actions que la corporation est autorisée à émettre

**UNLIMITED COMMON SHARES AND ONE SERIES MA PREFERRED SHARE**

6-The rights, privileges, restrictions and conditions attaching to the shares, if any /  
 Droits, privilèges, restrictions et conditions dont les actions sont assorties, s'il y a lieu

AS SET FORTH IN SCHEDULE I HERETO

7-Restrictions, if any, on share transfers / Restrictions au transfert des actions, s'il y a lieu

AS SET FORTH IN SCHEDULE II HERETO

8-Restrictions, if any, on business the corporation may carry on /  
 Limites imposée quant à l'entreprise que la corporation peut exercer, s'il y a lieu

N/A

9-Other provisions, if any / Autre dispositions, s'il y a lieu

AS SET FORTH IN SCHEDULE II HERETO

~~10-The amalgamation agreement has been approved in accordance with section 177 of The Corporations Act.~~

or

The amalgamation has been duly approved in accordance with section 178 of The Corporations Act. These articles of amalgamation are the same as the articles of incorporation of (name the designated amalgamating corporation).

ISM Information Systems Management Manitoba Corporation

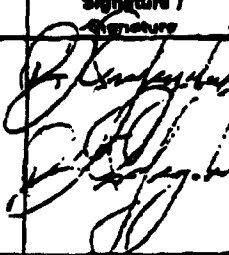
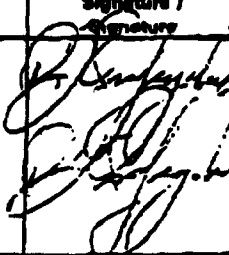
La convention de fusion a été dûment approuvée en conformité avec l'article 177 de la Loi sur les corporations.

ou

La fusion a été dûment approuvée en conformité avec l'article 178 de la Loi sur les corporations. Les présents statuts de fusion sont les mêmes que les statuts constitutifs de (nommer la corporation fusionnante désignée).

11-Name of the amalgamating corporation the by-laws of which are to be the by-laws of the amalgamated corporation./  
 Dénomination de la corporation fusionnante dont les règlements doivent être les règlements de la corporation issue de la fusion.

ISM Information Systems Management Manitoba Corporation

12-Name of Amalgamating Corporation / Dénomination de la corporation fusionnante	Signature / Signature	Description of Office / Description du poste	Date / Date	Corporation Number / N° de la corporation
ISM Information Systems Management Manitoba Corporation		Vice-President	Dec. 22/94	2563968
ISM Library Information Services Ltd./ISM Services Informatiques Aux Bibliothèques Ltée		Vice-President	Dec. 22/94	2524724

Instructions: The statutory declarations required by subsection 179(2) shall accompany the articles of amalgamation under sections 177 and 178. The amalgamation agreement is not required to be filed.  
 Directives: Les déclarations solennelles prévues au paragraphe 179(2) doivent accompagner les statuts de fusion conformément aux articles 177 et 178, il n'est pas nécessaire de déposer la convention de fusion.

**SCHEDULE II**  
**TO THE ATTACHED ARTICLES OF AMALGAMATION**  
**of**  
**ISM INFORMATION SYSTEMS MANAGEMENT MANITOBA CORPORATION**  
**(the "Corporation**

1. The holder of the Series MA Preferred Share shall not have any voting rights for any purpose, nor shall it be entitled to notice of, or to attend general meetings of the shareholders of the Corporation.
2. Any amendment, alteration, or continuance of the Articles of Incorporation of the Corporation which may in any way derogate from the rights attaching to the Series MA Preferred Share shall require the written consent of the holder of the Series MA Preferred Share.
3. The Corporation may redeem the Series MA Preferred Share from the holder thereof upon payment of Ten (\$10.00) Dollars on or after January 1, 1995.
4. The holder of the Series MA Preferred Share may require the Corporation to redeem the Series MA Preferred Share at any time, with the redemption price payable by the Corporation to be Ten (\$10.00) Dollars.
5. In the event that there is a continuing Material Breach (as the term is defined herein) of the Share Purchase Agreement (as that term is defined herein) by STM Systems Corp. ("STM") or its successors or assigns and/or the Corporation, or its successors or assigns, or in the event that Her Majesty the Queen, in right of the Province of Manitoba ("Manitoba") terminates the Data Processing and Services Agreement (as that term is defined herein) for a Material Breach thereof, and subject to there being no default by Manitoba with respect to its covenants and obligations as set out in the Share Purchase Agreement and the Data Processing and Services Agreement, the holder of the Series MA Preferred Share shall have the right to exchange the one Series MA Preferred Share then held for all of the issued and outstanding common shares in the capital stock of the Corporation then held by STM or its successors or assigns, or any other shareholder, upon payment by the holder of the Series MA Preferred Share to STM or its successors or assigns, or other shareholders, on a pro rata basis, of a sum equal to the Net Equity (as that term is defined herein) of the Corporation exclusive of goodwill as shown on the immediately preceding quarterly financial statements of the Corporation and as reviewed and audited by the Auditors of the Corporation adjusted to give effect to the assets and liabilities transferred to STM or its nominees pursuant to paragraph 6 herein, plus \$3,500,000 (such amount reducing by \$175,000 on August 1 each year commencing with the first reduction occurring August 1, 1991), provided that if the holder of the Series MA Preferred Share does not exercise its option within 45 days of the end of the 30 day period resulting from the Material Breach, the holder of the Series MA Preferred Share shall be deemed to have waived its rights to exchange the Series MA Preferred Share for the common shares for that particular Material Breach, but not for any subsequent Material



- 2 -

**Breaches. Upon exchange, the Series MA Preferred Share shall be redeemed by the Corporation for Ten (\$10.00) Dollars and cancelled.**

**6. Prior to the exercise of any share exchange option by the holder of the Series MA Preferred Share, the Corporation shall be entitled to transfer to STM or its nominee:**

- (a). all contracts for non-government clients; and,**
- (b). all contracts for other Services (as that term is defined in the Data Processing and Services Agreement) for Government Clients (as that term is defined in the Data Processing and Services Agreement) unless Manitoba wishes to retain such contracts in which case they shall be entitled to do so; and,**
- (c). all software and intellectual property that has been developed and funded by the Corporation subsequent to the acquisition of all of the common shares in the capital stock of the Corporation by STM from Manitoba; and,**
- (d). all shares in the capital stock of corporations acquired after closing;**

**and STM or its nominee shall have the right to employ such employees of the Corporation as are required to perform the contracts referred to in paragraph 6 (a) and (b) The holder of the Series MA Preferred Share through STM, shall retain the license to use the software and intellectual property referred to in paragraph 6 (c), and shall only be required to pay the standard annual maintenance fees chargeable from time to time by STM or its nominee.**

**7. The Share Purchase Agreement shall mean the Share Purchase Agreement entered into between Manitoba as Vendor and STM as Purchaser effective January 1, 1990 and dated as of the 15th day of March, 1990.**

**8. The Data Processing and Services Agreement shall mean the Data Processing and Services Agreement entered into between Manitoba and the Corporation effective January 1, 1990 and dated as of the day that STM acquires all of the common shares in the capital stock of the Corporation from Manitoba.**

**9. A material Breach of the Share Purchase Agreement shall have occurred if, and only if, after giving the Corporation and STM 30 days to remedy, or in the event the breach is such that it cannot be remedied within 30 days after giving 30 days to commence action to remedy and such remedy or action to remedy has not occurred or been commenced within the said 30 day period, one of the following occurs:**

- 3 -

- (a) the effective control of the Corporation is transferred to a corporation other than a corporation controlled by, controlling, or affiliated with STM, without receiving the prior written consent of the holder of the Series MA Preferred Share;
- (b) the Corporation or STM or any transferee removes the Business as that term is defined in the Share Purchase Agreement or the Corporation removes its head office or principal place of business from Manitoba without receiving the prior written consent of the holder of the Series MA Preferred Share;
- (c) the number of persons employed by STM and its subsidiaries in Manitoba falls below an aggregate of 200, after closing; without receiving the prior written consent of the holder of the Series Preferred MA Share;
- (d) the Corporation or STM is adjudged bankrupt, makes a general assignment for the benefit of creditors, takes the benefit of any statute relating to insolvency, has a receiver or trustee appointed for its property or assets, or goes into liquidation, either voluntarily or involuntarily, or;
- (e) there shall have occurred a Material Confidentiality Breach as that term is defined in the Data Processing and Services Agreement.

10. Net Equity shall mean shareholders equity as that term is defined in generally accepted accounting principles, which would include equity and retained earnings.

**SCHEDULE II  
TO THE ATTACHED ARTICLES OF AMALGAMATION  
of  
ISM INFORMATION SYSTEMS MANAGEMENT MANITOBA CORPORATION  
(the "Corporation**

**Restrictions on Share Transfers**

- (a) No shareholder shall be entitled to sell, assign, transfer or otherwise dispose of any share or shares in the capital of the Corporation without the express sanction of the directors to be signified by a resolution passed by the directors

**Other Provisions**

- (a) The number of shareholders of the Corporation is limited to fifty, not including persons who are in the employment of the Corporation and persons who, having been formerly in the employment of the Corporation were, while in that employment, and have continued after the termination of that employment to be shareholders of the Corporation, two or more persons holding one or more shares jointly being counted as a single shareholder, and
- (b) Any invitation to the public to subscribe for any shares or securities of the Corporation is prohibited.

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TRADEMARK

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AVISO

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**TRADEMARK**  
**REEL: 1820 FRAME: 0557**

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~~10-The amalgamation agreement has been approved in accordance with section 177 of The Corporations Act.~~

La convention de fusion a été dûment approuvée en conformité avec l'article 177 de la Loi sur les corporations.

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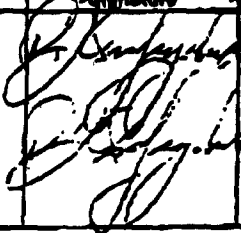
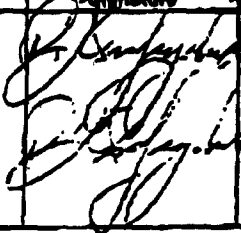
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ISM Information Systems Management Manitoba Corporation

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