

05-25-1999



# NOTIFICATION FORM COVER SHEET TRADEMARKS ONLY

To 101044787

and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Evans & Sutherland Computer Corporation

- Individual(s)
  - General Partnership
  - Corporation-State
  - Other
  - Association
  - Limited Partnership
- MRO 5-18-99

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 7, 1999

2. Name and address of receiving party(ies)

Name: Chequemate International, Inc.,  
dba C-3D Digital, Inc.

Street Address: 57 West 200 South

City: Salt Lake City State: Utah Country: U.S.A.

ZIP: 84101

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Utah
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,606,234	1,727,240	
1,892,027	2,022,656	
2,042,281	2,098,858	2,018,213

TM

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gary D.E. Pierce, Madson & Metcalf

Internal Address:

Street Address: Gateway Tower West,  
15 West South Temple, Suite 900

City: Salt Lake City State: Utah ZIP: 84101

6. Total number of applications and registrations involved ..... [7]

7. Total fee (37 CFR 3.41) ..... \$ 190.00

- Enclosed
- Authorized to be charged to deposit account (any deficiencies)

8. Deposit account number:

13-0763

(Attach duplicate copy of this page if paying by deposit account)

05/24/1999 DNGUYEN 00000159 1606234

DO NOT USE THIS SPACE

01 FC:4A1 40.00 OP  
02 FC:4B2 150.00 OP

Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gary D.E. Pierce

Name of Person Signing

Signature

May 13, 1999

Date

Total number of pages including cover sheet, attachments, and document:

4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 001900 FRAME: 0860

# ASSIGNMENT

WHEREAS, Evans & Sutherland Computer Corporation (hereinafter referred to as "Assignor"), a corporation of the state of Utah having a principal business office at 600 Komas Drive, Salt Lake City, Utah 84158, is the owner of a security interest in and to the trademarks "STRATAVISION 3D, AIM - ART IN MOTION, STUDIOPRO, VISUAL FX, MEDIAPAINTE, POWERING THE CREATIVE ENVIRONMENT and MEDIAFORGE" (hereinafter referred to as the "marks"), which were registered in the United States Patent and Trademark Office as Registration Nos. 1,606,234 on July 17, 1990; 1,727,240 on October 27, 1992; 1,892,027 on May 2, 1995; 2,022,656 on December 10, 1996; 2,042,281 on March 4, 1997; 2,098,858 on September 23, 1997 and 2,018,213 on November 19, 1996, respectively; Assignor's security interest in and to the marks are set forth in the Intellectual Property Security Agreement executed by Strata, Inc. and Assignor on November 12, 1997; and

WHEREAS, Chequemate International, Inc., dba C-3D Digital, Inc. (hereinafter referred to as "Assignee"), a corporation of the state of Utah having a principal business office at 57 West 200 South, Suite 350, Salt Lake City, Utah 84101, is desirous of acquiring Assignor's security interest in and to the marks and the benefit of Assignor's date of recording its security interest in and to the marks with the U.S. Patent and Trademark Office;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE its security interest in and to the marks, together with the goodwill of the business symbolized by and

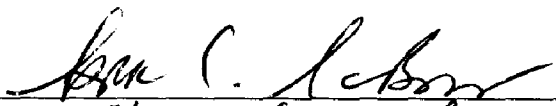
associated with the marks, as well as the benefit of Assignor's filing date in recording its security interest in and to the marks with the U.S. Patent and Trademark Office.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates or notices of recordation to the Assignee as the owner of Assignor's secured interest in and to the marks as of the date Assignor filed its secured interest with the U.S. Patent and Trademark Office, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon the Assignor's heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor has caused the hand of its duly authorized representative to be subscribed hereto.

EVANS & SUTHERLAND COMPUTER CORP.

  
Name: MARK C. McBRIDE  
Title: VICE PRESIDENT

STATE OF UTAH )  
                                  : ss.  
COUNTY OF SALT LAKE )

On the 27th day of April, 1999, before me personally appeared Mark C. McBride known to me to be the person described and who signed the foregoing Assignment in my presence

and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

Marie Nelson  
NOTARY PUBLIC  
Residing at Salt Lake City

My Commission Expires:

1-13-01

