

09-11-2000

FORM PTO-1594
6/93

RECORD



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRI 7/24/00 TRADE

101453318

To the Honorable Commissioner of Patents and Trademarks: I request that you record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Live Picture, Inc.
531 Howard Street
San Francisco, California 94105



07-24-2000

U.S. Patent & TMO/TM Mail Rpt. Dt. #31

Name and address of receiving party(ies):

Name: MGI Software Corporation

Street Address: 50 West Pearce Street

City: Richmond Hill, Ontario

Country: Canada Postal Code: L4B 1E3

Individual(s) citizenship _____

Association _____

Limited Partnership _____

Corporation - Province: Ontario

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

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other _____

Add'l name(s) of conveying party(ies) attached? _____ Yes No

3. Nature of conveyance:

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

Execution Date: June 30, 1999

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

A. Trademark Application No.(s)

75/554,908; 75/613,961; 75/515,947; 75/132,025;
75/645,724; 75/645,883; 75/645,723; 75/613,962;
75/574,624; 75/631,583; 75/571,476; 75/544,691;

B. Trademark Registration No.(s)

Additional numbers attached? _____ Yes No

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

Name: Lori M. Stockton

Internal Address:

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Street Address: 12400 Wilshire Boulevard

Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: - 12 -

7. Total fee (37 CFR 3.41)\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2666

DO NOT USE THIS SPACE

9. 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.

Lori M. Stockton

Name of Person Signing

Signature

7/20/00

Date

Total number of pages including cover sheet, attachments, and document: - 11 -

09/11/2000 MTHAI1 00000060 75554908

01 FC:481
02 FC:482

40.00 DP
275.00 DP

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive,

Arlington, VA 22202-3519, on July 21, 2000
(Date of Deposit)

Karen Speltzstoesser
Name of applicant/assignee or Registered Rep.

7/21/00
Signature Date

TRADEMARK

REEL: 002131 FRAME: 0755

TECHNOLOGY TRANSFER AGREEMENT

This Agreement dated June 30, 1999 (the "Effective Date") is made

BETWEEN:

LIVE PICTURE, INC., a California Corporation

(the "ASSIGNOR")

- and -

MGI SOFTWARE CORP., an Ontario Corporation

("MGI")

WHEREAS:

The ASSIGNOR has developed certain technology relating to Internet Imaging (collectively the "Technology"); and

Pursuant to, and in consideration of, an asset purchase agreement dated June 24, 1999, among the ASSIGNOR, and MGI Software Corp. (the "Asset Purchase Agreement"), the ASSIGNOR desires to assign to MGI, and MGI desires to acquire, all of the intellectual property rights in the Technology;

NOW THEREFORE in consideration of the mutual obligations herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 "Intellectual Property" means the Intellectual Property as defined in the Asset Purchase Agreement, and includes without limitation all copyrights, whether or not registered and including without limitation copyrights in all computer programs, whether in object or source code, data files, and all design, maintenance, and user documentation; patents and patent applications; trademarks and trade-names, whether or not registered and including without limitation all goodwill associated therewith, industrial designs and industrial design applications; all confidential business information, know-how, unpatented inventions, formulae, processes, techniques, designs, patterns, shapes, trade secrets and other confidential information which relates to Technology as described in Schedule A; as well as any other intellectual property rights owned or used by the ASSIGNOR in practising the Technology or which otherwise relates to the Technology. Without limiting the generality of the foregoing, "Intellectual Property" includes the Technology, but excludes those items described in Schedule "B".

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1.2 "Schedule" means one of the following schedules which are appended to and incorporated into this Agreement by reference and are hereby deemed to be part of this Agreement:

Schedule "A": Intellectual Property

Schedule "B": Excluded Technology

1.3 Other terms used in this Agreement are defined in the context in which they are used and shall have the respective meanings there indicated.

ARTICLE 2 ASSIGNMENT

2.1 Assignment. The ASSIGNOR, good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, hereby sells, assigns and transfers to MGI, its successors and assigns, all of the world-wide rights, title and interests in, to and under the Intellectual Property, wherever the same subsists or shall subsist, and any renewal, extension or reversion of copyright, and all other rights therein of any nature whatsoever, including all rights of action, powers and benefits and including, but not limited to, the right to make such changes therein and such uses thereof as MGI may determine and the right to restrain any distortion, mutilation or other modification of the Technology that would be prejudicial to the goodwill or reputation of MGI.

2.2 Excluded Technology. Schedule "B" contains a complete list of all inventions, original works of authorship, developments, improvements, and trade secrets that the ASSIGNOR has, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the Effective Date and which the ASSIGNOR considers to be its property or the property of third parties and that ASSIGNOR wishes to have excluded from the scope of this Agreement (collectively referred to as "Excluded Technology"). If Schedule "A" is blank the ASSIGNOR represents and warrants that there are no such items.

ARTICLE 3 COVENANTS & RESTRICTIONS

3.1 Obligations of Confidence. At all times after the Effective Date the ASSIGNOR covenants and agrees to hold all Intellectual Property in the strictest of confidence, will not disclose the Intellectual Property to any third party without the prior written consent of MGI. The ASSIGNOR further covenants and agrees that at all times after the Effective Date that it will not use for its benefit, directly or indirectly, the Intellectual Property, without the prior written consent of MGI. Without limiting the generality of the foregoing, ASSIGNOR will (i) instruct and require all of its employees, agents and consultants who have access to the Intellectual Property to maintain the confidentiality thereof and to comply with the use restrictions herein; (ii) exercise the same degree of control (but no less than reasonable care) to safeguard the confidentiality of the Intellectual

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Property as they would exercise to safeguard the confidentiality of their own confidential information; and (iii) take such action as may be reasonable to limit disclosure of the Intellectual Property and improvements thereto by its present or former employees, agents or consultants, including instituting legal proceedings.

3.2 Doing Acts to Achieve Intent. For so long as the ASSIGNOR has any employees or other responsible individuals in its Chapter 11 case, the ASSIGNOR will assist MGI in every way that MGI may reasonably request, including the execution of all documents and all other actions reasonably necessary, to obtain, retain, defend, protect and enforce all registrations for or rights in the Intellectual Property in any and all countries, for the benefit of MGI, provided that in the event that the ASSIGNOR has no employees or other responsible individuals in its Chapter 11 case and it is necessary to obtain an order from a court having jurisdiction over its Chapter 11 case in order to give effect to the foregoing, any expenses incurred by MGI in obtaining such order shall be charged against the Escrow Amount. To that end the ASSIGNOR will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as MGI may reasonably request for use in applying for, obtaining, evidencing, sustaining and enforcing or to perfect such proprietary rights and the assignment thereof. In addition, the ASSIGNOR will execute, verify and deliver assignments of such proprietary rights to MGI or its designee. The ASSIGNOR's obligation to assist MGI with respect to proprietary rights in any and all countries shall continue indefinitely. For greater certainty, any claims by MGI for monetary damages due to a breach of the ASSIGNOR's obligations hereunder shall be subject to the limits of the indemnification provisions set forth in the Asset Purchase Agreement.

3.3 Power of Attorney. The ASSIGNOR hereby irrevocably designates and appoints MGI and its officers and agents as its agent and attorney-in-fact, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by the ASSIGNOR. The ASSIGNOR hereby waives and quitclaims to MGI any and all claims of any nature whatsoever which it now or may hereafter have for infringement of any proprietary rights assigned to MGI.

ARTICLE 4 GENERAL PROVISIONS

4.1 Equitable Relief. The ASSIGNOR acknowledges and agrees that MGI shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that MGI may have for a breach of this Agreement.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States applicable in that State and shall be treated, in all respects, as a California contract.

4.3 Severability. In case any one or more of the provisions contained in this Agreement shall,

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for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.4 Successors and Assigns. This Agreement will be binding upon the ASSIGNOR's heirs, executors, administrators and other legal representatives and will be for the benefit of MGI, its successors and its assigns.

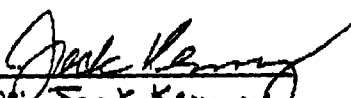
4.5 Waiver. No waiver by MGI of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by MGI of any right under this Agreement shall be construed as a waiver of any other right. MGI shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

4.6 Notice. Any notice required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

4.6 Entire Agreement. This Agreement and its exhibits, attached hereto and hereby incorporated herein, set forth the final, entire and exclusive agreement and understanding between MGI and the ASSIGNOR relating to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both MGI and the ASSIGNOR.

IN WITNESS WHEREOF, the parties have executed this Agreement signed as of the date and year indicated above.

LIVE PICTURE, INC.

Per: 
Name: Jack Kenner
Title: Responsible Individual
and General Mgr.
Address: 531 Howard Street
San Francisco, CA 94105

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MGI SOFTWARE INC.

Per: *[Signature]*
Name: *K.J. KILLIN*
Title: *CEO*

Address: *50 West Pearce*
Richmond Hill, Ontario L4B 1E3
Canada

Live Picture, Inc.
Schedule 5.1 (12A-2)
List of Live Picture Registered Trademarks & Trademark Applications

FITS

1. Japan.
(KSB: SUZUKI: ST-633
STC:)
STATUS: ABANDONED

FRIDGE DOOR

1. USA, #75/613,962, December 28, 1998. Class 9, Computer hardware, software and peripheral devices. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555T015USA9 STC: 33,158)
2. USA, #75/613,961, December 28, 1998. Class 42, Computer services and on-line computer services. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T015USA42 STC: 33,157)

IMAGE CENTRAL

1. USA, #75/036,232, December 15, 1995. Class 9, Computer hardware and software for image processing (Assignee: LIVE PICTURE, INC.)
(KSB: 64 STC: 29,913)
STATUS: ABANDONED

INTELLIGENT TEMPLATES

1. USA, #75/409,430, December 22, 1997. Class 9, Computer software for image processing, namely for use in creating particular digital effects for modifying user images and for creating digital images for user editing and modification. (Assignee: THE LIVEPIX COMPANY)
(KSB: 848 STC: 29,921)

LIVE PICTURE

1. Austria. (Assignee: LIVE PICTURE, INC.)
(KSB: 309 HAMBURG: A/Evid
STC:)
STATUS: APPLICATION NEVER COMPLETED
2. PR China, #95046978, April 21, 1995. Class 9, Computer software, namely computer programs for interactive graphics applications. (Assignee: LIVE PICTURE, INC.)
(KSB: 164 CCPIT: TIC950489-027
STC: 29,924)
STATUS: REJECTED

Live Picture, Inc.
Schedule 5.1 (12A-2)
List of Live Picture Registered Trademarks & Trademark Applications

PHOTO FONT

1. USA, #75/645,883, February 22, 1999. Class 9, Computer hardware and software.
(Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T018) STC: 33,685)

PHOTOMAIL

1. USA, #75/192,496, November 4, 1996. Class 9, Image processing software. (Assignee:
LIVE PICTURE, INC.)
(KSB: 66) STC: 29,956)
STATUS: ABANDONED

PHOTOPROJECTS

1. USA, #75/448,759, March 12, 1998. Class 9, Computer software for image processing.
(Assignee: THE LIVEPIX COMPANY)
(KSB:) STC: 30,847)

PHOTO PROJECTS

1. USA, #75/444,461, March 4, 1998. Class 9, Computer software for image processing.
(Assignee: THE LIVEPIX COMPANY)
(KSB:) STC: 30,848)

PHOTOSPATIAL

1. USA, #75/279,889, April 23, 1997. Class 9, Computer hardware and software suitable for
network, local, and worldwide servers for image processing. (Assignee: LIVE PICTURE,
INC.)
(KSB: 425) STC: 29,971)
STATUS: ABANDONED

PHOTOSTAMP

1. USA, #75/328,767, July 22, 1997. Classes 9 and 16, Computer software for image
processing - Class 9; pre-cut paper - Class 16. (Assignee: THE LIVEPIX COMPANY)
(KSB: 720) STC: 29,507)
STATUS: ABANDONED

Live Picture, Inc.
Schedule 5.1 (12A-2)
List of Live Picture Registered Trademarks & Trademark Applications

REALPICTURE

1. USA, #75/279,649, April 23, 1997. Class 9, Computer hardware and software suitable for network, local, and worldwide servers for image processing. (Assignee: LIVE PICTURE, INC.)
(KSB: 427 STC: 29,976)
STATUS: OPPOSITION BY REALNETWORKS

REALPIX

1. USA. (Assignee: LIVE PICTURE, INC.)
(KSB: 428 STC:)
STATUS: APPLICATION NEVER SIGNED

REALSPACE

1. USA, #75/279,890, April 23, 1997. Class 9, Computer hardware and software suitable for network, local and worldwide servers for image processing. (Assignee: LIVE PICTURE, INC.)
(KSB: 429 STC: 29,977)
STATUS: OPPOSITION BY REALNETWORKS

REALVR

1. USA, #75/132,025, July 10, 1996. Class 9, Computer hardware; computer software for multimedia applications, namely, virtual reality, computer graphics, image processing, and for searching and browsing over global communications networks. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 02555.T004 STC: 29,974)

STICKERPIX

1. USA, #75/373,427, October 15, 1997. Classes 9 and 16, Computer software for image processing - class 9; pre-cut-paper - class 16. (Assignee: THE LIVEPIX COMPANY)
(KSB: 834 STC: 29,978)

THE PROOF IS IN THE PRINT

1. USA, #75/279,078, April 22, 1997. Class 9, Image processing software. (Assignee: THE LIVEPIX COMPANY)
(KSB: 721 STC: 29,980)

Live Picture, Inc.
Schedule 5.1 (12A-2)
List of Live Picture Registered Trademarks & Trademark Applications

WEBPHOTO

1. USA, #75/192,494, November 4, 1996. Class 9, Image processing software particularly for use on a global communications network. (Assignee: LIVE PICTURE, INC.)
(KSB: 67 STC: 29,981)
STATUS: ABANDONED

ZOOM

1. USA, #75/544,691, August 28, 1998. Class 9, Software and hardware for interactive transmission of images over the Internet. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T010 STC: 31,081)

ZOOM DESIGN

1. USA, #75/554,908, September 17, 1998. Class 9, Software and hardware for interactive transmission of images over the Internet. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T011 STC: 32,361)

ZOOM IN FOR A CLOSER LOOK

1. USA, #75/515,947, July 9, 1998. Class 9, Software and hardware for interactive transmission of images over the Internet. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T006 STC: 31,340)

ZOOMANALYZER

1. USA, #75/574,624, October 19, 1998. Class 9, Software and hardware for interactive transmission of images over the Internet. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T012 STC: 32,593)

ZOOMFILE

1. USA, #75/571,476, October 19, 1998. Class 9, Software and hardware for interactive transmission of images over the Internet. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T014 STC: 32,594)

Live Picture, Inc.
Schedule 5.1 (12A-2)

List of Live Picture Registered Trademarks & Trademark Applications

ZOOMIT

1. USA, #75/645,723, February 22, 1999. Class 9, Software and hardware for interactive transmission of images over the Internet. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T017USA9 STC: 33,684)
2. USA, #75/645,724, February 22, 1999. Class 42, Providing on-line services for electronic imaging, scanning and digitizing visual images for interactive viewing over a global computer network. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T017USA42 STC: 33,686)

ZOOMNETWORKS

1. USA, #75/631,583, February 1, 1999. Class 9, Software and hardware for interactive transmission of images over the Internet. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T016 STC: 33,458)

ZOOMPIX

1. USA, #75/573,493, October 19, 1998. Class 9, Software and hardware for interactive transmission of images over the Internet. (Assignee: LIVE PICTURE, INC.)
(BSTZ: 002555.T013 STC: 32,592)