



REGISTRATION FOR
TRADEMARK

09-12-2000

PARTMENT OF COMMERCE
and Trademark Office



101454415

7.31.00

07-31-2000

To the Patent and Trademark Office, U.S. Patent & Trademark Office, Washington, DC 20513, and Trademarks: Please record and return this document to the Patent and Trademark Office, Washington, DC 20513.

1. Name of conveying party(ies):
Strata, Inc.

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

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

2. Name and address of receiving party(ies)
Name: **Chequemate International, Inc.,**
dba C-3D Digital, Inc.

Street Address: **330 Washington Blvd. Suite 507**
City: **Marina del rey** State: **California** Country: **U.S.A.**
ZIP: **90292**

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: **Certificate of Sale of Personal Property**

Execution Date: **June 16, 1999**

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

Additional numbers attached? Yes No

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)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Evan R. Witt, Madson & Metcalf**
Internal Address: _____
Street Address: **Gateway Tower West,**
15 West South Temple, Suite 900
City: **Salt Lake City** State: **Utah** ZIP: **84101**

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.

Evan R. Witt *E R Witt* July 26, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 002132 FRAME: 0450

00000004 1606234
48 00 DP
158 00 DP
09/12/2000 JFALLONE
01 FC:481
02 FC:482

MICHAEL D. HUGHES (Bar No. 1572)
JEFFERY D. BURSELL (Bar No. 7366)
HUGHES & ASSOCIATES
Attorneys for Plaintiff
187 North 100 West
St. George, Utah 84770
Telephone: (435) 673-4892

IN THE FIFTH JUDICIAL DISTRICT COURT OF WASHINGTON COUNTY

STATE OF UTAH

CHEQUEMATE INTERNATIONAL, INC.,
a Utah Corporation,

Plaintiff,

v.

STRATA, INC., a Utah Corporation,

Defendant.

**PARTIAL SATISFACTION OF
JUDGMENT**

Case No. 990500688
Judge Beacham

Plaintiff hereby acknowledges partial satisfaction of a certain judgment rendered in the above-entitled Court in favor of the Plaintiff above-named and against the Defendant on or about May 5, 1999. The Clerk of the Court is authorized to enter of record a partial satisfaction of said judgment in the said action in the amount of four million dollars (\$4,000,000.00). Attached is a

Certificate of Sale from the Washington County Constable evidencing the sale amount.

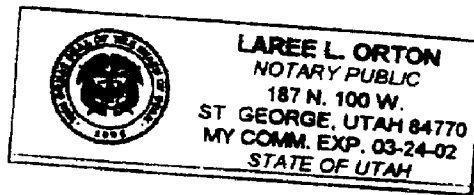
DATED this 17th day of June, 1999.

JEFFERY D. BURSELL
HUGHES & ASSOCIATES

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the 17 day of June, 1999, personally appeared before me Jeffery D. Bursell, the signer of the above instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC



WASHINGTON COUNTY CONSTABLE

2278 E. 550 N. * ST. GEORGE UT 84790

CERTIFICATE OF SALE OF PERSONAL PROPERTY
PER LEGAL WRIT

JUDGEMENT RENDERED--ORDER ISSUED AND SERVED--PROPERTY SOLD

PLAINTIFF: CHEQUEMATE INTERNATIONAL INC.

DEFENDANT: STRATA, INC.

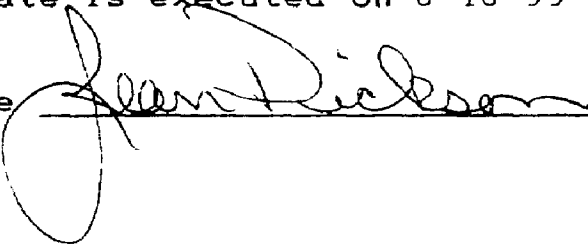
CASE # 990500688

I, Jean C. Dickson, Constable of Washington County, State of Utah, do hereby certify that on June 16, 1999, by the power vested in me and under and by virtue of a Writ issued out of the Fifth Judicial District Court, in a certain action lately pending in said court, at the suit of Plaintiff and Defendant listed above, I was commanded to execute on the property described herein and sell to the highest bidder, to satisfy the judgement in said action, out of the sale of property described in said Order.

I levied upon and sold, at public auction to, Chequemate International, Inc., the highest bidder, for the sum of Four Million Dollars, in the form of a credit against plaintiff's judgement against defendant, for all right, title, claim or interest that the named defendant has in the property listed herein, according to law:

All of Lots One and Two per attached lists.

I certify that the foregoing is true and correct and that this certificate is executed on 6-16-99 by me.

Constable 

LOT ONE

1. All Equipment located in Saint George, Utah, unless encumbered by a priority security interest.
2. All Equipment inventory located in Japan, unless encumbered by a priority security interest.
3. All Account Receivables of Strata Incorporated, unless encumbered by a priority security interest.
4. All other Assets, Inventory, Machinery, Equipment, Accounts, General Intangibles, Computer Programs, Computer Data Bases, Computer Flow Diagrams, Source Codes and Object Codes and all tangible property Embodying or incorporating such copyrights of Strata Incorporated wherever they may be located, unless encumbered by a priority security interest.

LOT TWO

1. Any and all copyrights, copyright applications, copyright registrations and like protections in each work of authorship and directive work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held by Strata Incorporated, unless encumbered by a priority security interest.
2. Any and all proprietary information and trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held by Strata Incorporated, unless encumbered by a priority security interest.
3. Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held by Strata Incorporated, unless encumbered by a priority security interest.
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patent and patent applications by Strata Incorporated, unless encumbered by a priority security interest.

5. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks by Strata Incorporated, unless encumbered by a priority security interest.
6. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation to sue for and collect such damages for said use or infringement of the intellectual property rights by Strata Incorporated, unless encumbered by a priority security interest.
7. All licenses or other rights to use any of the copyrights, patents or trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights by Strata Incorporated, unless encumbered by a priority security interest.
8. All amendments, extensions, renewals and extensions of any of the copyrights, trademarks or patents all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing by Strata Incorporated, unless encumbered by a priority security interest

LOT THREE

1. All property of Orix Credit Alliance, unless encumbered by a priority security interest, Excepting a Tradeshow Booth consisting of Tower, Dimensional Logos, Workstations, Utility Room, Stage, Reception Counter and Crates.