



12-26-2000

U.S. Patent & TMO/ TM Mail Rpt Dt. #11

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

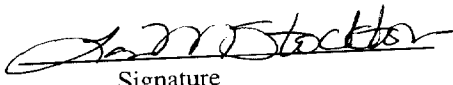
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>12/26/00</u> Live Picture, Inc. 531 Howard Street San Francisco, California 94105 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies): Name: <u>MGI Software Corporation</u> Street Address: <u>50 West Pearce Street</u> City: <u>Richmond Hill, Ontario</u> Country: <u>Canada</u> Postal Code: <u>L4B 1E3</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation - Province: <u>Ontario</u> <input type="checkbox"/> Other: _____</p>
<p>Add'l name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 30, 1999</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s) <u>1,952,276</u></p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lori M. Stockton</u> Internal Address: <u>BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP</u> Street Address: <u>12400 Wilshire Boulevard</u> <u>Seventh Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> ZIP: <u>90025</u></p>	<p>6. Total number of registrations involved: <u>- 1 -</u></p> <p>7. Total fee (37 CFR 3.41)\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>02-2666</u></p>

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  12/20/00
 Name of Person Signing Signature Date


Total number of pages including cover sheet, attachments, and document: -7-

01/12/2001 DNGUYEN 00000242 1952276

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40.00 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 22202-3513, on 12/20/00
 (Date of Deposit)

Name of applicant, assignee, or Registered Rep. _____
 12/20/00
 Signature Date

TRADEMARK
REEL: 002211 FRAME: 0369

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 1 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 practicing 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".

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

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,

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.

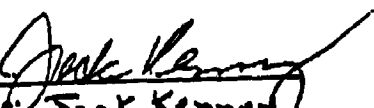
4.5 Waiver. No waiver by MGI of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by MGI of any right under this Agreement shall be construed as a waiver of any other right. MGI shall not be required to give notice to enforce strict adherence to all terms 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 Kenney
Title: Responsible Individual
and General mgr.
Address: 531 Howard Street
San Francisco, CA 94105

MGI SOFTWARE INC.

Per: J. Hill
Name: K.J. HILLIN
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. United Kingdom, #1,570,122, December 3, 1993. Class 9, Computer programmes for interactive graphics application. (Assignee: LIVE PICTURE, INC.) Date of renewal: December 3, 2000.
(KSB: 852 LLOYD: EH-22109
STC: 29,822)
2. USA, #1,953,621, January 30, 1996. Class 9, Computer programs for interactive graphics applications and user's guides, sold together as a unit. (Assignee: LIVE PICTURE, INC.) Date of renewal: January 30, 2006.
(KSB: 421 STC: 29,823)

FLASHVIEW

1. USA, #2,188,398, September 8, 1998. Class 9, Image processing software. (Assignee: LIVE PICTURE, INC.) Date of renewal: September 8, 2008.
(KSB: 63 STC: 29,920)

IVUE

1. Japan, #3,294,366, April 25, 1997. Class 9, Computer software. (Assignee: FITS IMAGING, INC.)
(KSB: 153 SOGA: TS-18112 TK
STC: 29,825)
2. Japan, #3,325,502, June 27, 1997. Class 16, Users' manuals. (Assignee: FITS IMAGING, INC.)
(KSB: 154 SOGA: TS-18113 TK
STC: 29,842)
3. USA, #1,952,276, January 30, 1996. Class 9, Computer software programs sold alone or as a subroutine and instruction manuals all sold as a unit for image processing, namely editing, composing and creating computer graphic images. (Assignee: LIVE PICTURE, INC.) Date of renewal: January 30, 2006.
(KSB: 420 STC: 29,824)