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Form TO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

International Video Network, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Questar, Inc.

Internal

Address: 680 N. Lake Shore Dr. Ste. 900

Street Address: _____

City: Chicago State: IL Zip: 60611

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1501955

Additional number(s) attached ☐ Yes ☒ No

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

Name: Donald R. Simon

Internal Address: c/o Questar, Inc.

Street Address: 680 N. Lake Shore Dr.,

Ste. 900

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Donald R. Simon

Name of Person Signing

[Signature]
Signature

9/18/01

Date

Total number of pages including cover sheet, attachments, and document: 2

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

TRADEMARK
REEL: 002443 FRAME: 0772

BILL OF SALE
UNDER CALIFORNIA COMMERCIAL CODE § 9504

This Bill of Sale is effective as of September 22, 2000 and is to acknowledge that Silicon Valley Bank ("Bank") hereby transfers and has this day sold to Questar Inc. ("Questar") for the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000), receipt of which is hereby acknowledged, all existing assets (i) which are identified as collateral in the documents specified in Exhibit A ("Exhibit A Documents") owned by IVN Entertainment, Inc. or (ii) in which Bank has a security interest under the Exhibit A documents and (iii) all proceeds thereof (collectively the "Assets").

Bank also hereby transfers and quitclaims to Questar all assets of International Video Network Inc. and IVN Communications as identified in the Exhibit A Documents to the extent that Bank has an interest in such assets.

Specifically and without limiting the foregoing, Bank separately transfers and assigns all of those registered copyrights which are delineated as collateral in the Exhibit A Documents; and Bank authorizes Questar to file this Bill of Sale with the Copyright Office of the United States and register this Bill of Sale and such other documents as are necessary to effect such transfer.

The sale referred to in this Bill of Sale is made AS IS, WHERE IS; and Bank has no obligation to deliver possession or control of the Assets to Questar. Provided however: (i) any proceeds in any of IVN Entertainment's accounts maintained with Bank which have not been transferred as of September 22, 2000 or not retained for purposes of previously issued checks, shall be turned over to Questar by Bank on September 30, 2000; (ii) any documentary collateral in possession of Bank will be turned over on request to Questar, none presently known; (iii) Bank will inform Allied Film Laboratory Inc. ("Allied") that all of the assets subject to the Bailment and Security Agreement entered into as of November 30, 1993 by and between Bank, Allied and other parties, have been transferred Questar pursuant to this Bill of Sale and Bank will direct Allied to honor the instructions of Questar with regard to such assets to the extent necessary to implement the private sale of the collateral to Questar.

The sale referred to herein is a sale under California Commercial Code Section 9504. In connection therewith the Bank represents that: (i) IVN Entertainment Inc. is obligated to the Bank under the applicable Exhibit A Documents; (ii) the obligations to the Bank are secured by a lien on the collateral as set forth in the applicable Exhibit A Documents; (iii) the secured obligation is in default (iv) the Bank's lien has not been assigned or released (v) Bank has provided notice of the sale to IVN Entertainment to all non-terminated lienholders of IVN Entertainment reflected on the search of the UCC records of the California Secretary of State. Except as expressly stated, the Bank makes NO REPRESENTATION OR WARRANTY. In particular, without limiting the foregoing the Bank makes no representation or warranty as to the current title to the Assets, the priority of the Bank's lien, the rights or interests of parties with claims to the Assets which conflict with the Bank's lien.

This sale is made in accordance with the terms of the letter agreement dated September 12, 2000 from Susan Phillips McGee and modified by letter of Peter S. Munoz to Elias N. Matsakis dated September 20, 2000 and by Conditional Consent of Elias N. Matsakis dated September 22, 2000.

This Bill of Sale ^{SPM} is effective as of September 22, 2000.

SILICON VALLEY BANK

By SPM McGee, SVP
Susan Phillips McGee
Senior Vice President

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EXHIBIT A TO BILL OF SALE

- A. Loan and Security Agreement (including the original Loan Documents and the Amended and Restated Loan documents)
- B. Amended and Restated Intellectual Property Security Agreement
- C. Copyright Recordation Information
- D. Subordination Agreement
- E. Bailment and Security Agreement
- F. UCC Filings
- G. UCC Searches
- H. Notice of Sale of Collateral on Default (Taylor Made Office Systems, Inc.)
- I. Notice of Sale of Collateral On Default (IVN Entertainment Inc. and International Video Network, Inc.) Tracking Labels
- J. Notice of Sale of Collateral On Default – International Video Network, Inc. Tracking Label showing return – telephone call to IVN Entertainment revealed International Video had moved to 1390 Willow Pass Road, Suite 900, Concord, CA 94520 and were now IVN).
- K. Forbearance Agreement.

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