



03-28-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. 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.

1. Name of conveying party(ies): Vision Entertainment, Inc. 3.22.02 Individual(s) Association General Partnership Limited Partnership [X] Corporation-State California Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Deluxe Video Services, Inc. Internal Address: Street Address: 555 Huehl Road City: Northbrook State: IL Zip: 60062 Individual(s) citizenship Association General Partnership Limited Partnership [X] 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

3. Nature of conveyance: [X] Assignment Merger Security Agreement Change of Name Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/173621 76/327358 76/327248 B. Trademark Registration No.(s) 2,368,885 2,408,398 2,426,550 2,504,210 2,533,989 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 8

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jason Krellner Internal Address: Lord, Bissell & Brook Street Address: 115 S. LaSalle St. City: Chicago State: IL Zip: 60603

7. Total fee (37 CFR 3.41) \$ 215.00 [X] 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. Jason Krellner Name of Person Signing Signature March 15, 2002 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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:481 40.00 OP 02 FC:482 175.00 OP

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of February 21, 2002 (the "Effective Date") by Vision Entertainment, Inc., a California corporation ("Assignor"), to Deluxe Video Services, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the United States trademark registrations and pending United States trademark applications disclosed in Exhibit A attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor has adopted and is using in its business Trademarks;

WHEREAS, Assignee is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith;

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, conveys and transfers unto Assignee all of its right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) all associated common law rights, (b) the goodwill of the business symbolized by thereby, and (c) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity. All right, title and interest in the Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor agrees that it will make no further use of the Trademarks except pursuant to licenses granted by Assignee.

IN WITNESS WHEREOF, Assignor has duly caused this Agreement to be executed by its respective representatives effective as of the date first shown above.

VISION ENTERTAINMENT, INC.

By: Michael A. Blumick

Name: Michael A Blumick SK

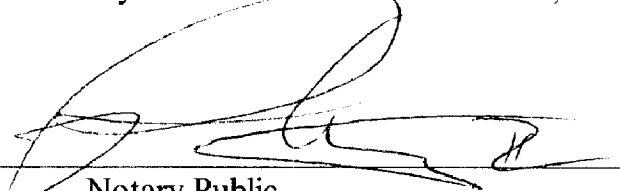
Title: President

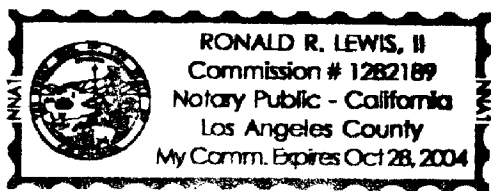
**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA            )  
  ) ss.:  
COUNTY OF LOS ANGELES        )

On this 22 day of February, 2002, before me personally appeared Michael A Alvarez SR known to me, who being by me duly sworn, did depose and say that he is President of VISION ENTERTAINMENT, INC., a California corporation, the party described in and which executed the foregoing instrument; and that said instrument was signed, executed and delivered by him, as such President, in the name and in behalf of said corporation by like authority as the free and voluntary act and deed of said corporation and as his free and voluntary act and deed as such President, for the uses and purposes therein set forth.

[SEAL]

  
Notary Public





**EXHIBIT A  
TRADEMARKS**

**Common Law Trademarks**

All common law trademark rights in the trademarks identified in the applications and registrations below.

**Pending Trademark Applications**

<u>Trademark</u>	<u>Country</u>	<u>Application Serial Number</u>
QUICKMEETING	USA	76-173,621
VISION WORLDWIDE EXPRESS	USA	76-327,248
VISION WORLDWIDE EXPRESS and design	USA	76-327,358

**Trademark Registrations**

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
QUICKMEETING DVD	USA	2,368,885
VISION ENTERTAINMENT	USA	2,408,398
VISION ENTERTAINMENT and design	USA	2,426,550
VISION ENTERTAINMENT and design	USA	2,504,210
VISION ENTERTAINMENT and design	USA	2,533,989