

05-16-2002



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

RECORDATION FOR TRADEMAR

COMMERCE 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): ASC Audio Video Corporation

5.6.02

- 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 Acquisition

Execution Date: 04/30/2001

2. Name and address of receiving party(ies)

Name: Leitch America Ltd. Internal Address:

Street Address: 25 Dyas Road City: North York State: ON Zip: Canada M3B 1V7

- 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) 2,397,855; 1,867,543; 1,753,692; 1,805,616

Additional number(s) attached Yes No

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

Name: Michael D. Johns

Internal Address: Dinsmore & Shohl LLP 1900 Chemed Center

Street Address: 255 East Fifth Street

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 04-1133

DO NOT USE THIS SPACE

9. Signature.

05/15/2002 BYRNE 00000192 2397855 Michael D. Johns 105.00 OP 25.00 OP Name of Person Signing

Signature

5/06/02 Date

4

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

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

CONVEYANCE AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of April 30, 2001 between ASC Audio Video Corporation, a California corporation (the "Corporation") and Leitch America Limited, a Delaware corporation (the "Stockholder").

RECITALS

WHEREAS, the directors and Stockholder have approved the liquidation of the Corporation as of April 30, 2001 in accordance with the Plan of Complete Liquidation and the dissolution of the Corporation in accordance with Section 1900 and 1905 of the California General Corporation Law;

AND WHEREAS, the Stockholder is the owner of all of the outstanding shares of common stock of the Corporation and on the distribution of the assets of the Corporation on dissolution is entitled to all such assets;

NOW, THEREFORE, in consideration of the mutual covenants and agreements as set forth herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and as payment to the Stockholder in respect of all the outstanding shares of common stock held by the Stockholder, the Corporation and the Stockholder agree as follows:

1. Transfer of the Assets. The Corporation hereby sells, assigns, transfers, conveys and delivers to the Stockholder, and the Stockholder hereby acquires and accepts all of the Corporation's right, title and interest in, to and under, or in respect of its property and assets of every nature and kind whatsoever, whether identified now or later identified (the "Assets") including, but without limiting the generality of the foregoing:

- (a) all the property of the Corporation, tangible or intangible, real, personal or mixed, of every kind and wheresoever located, including any interest in or rights to any freehold or leasehold property and any permits and licences to which the Corporation may be entitled;
- (b) all choses in action, including all the book and other debts due or accruing due to the Corporation and the full benefit of all security for such debts and including all claims for refunds of income taxes and other amounts, if any;
- (c) all cash on hand and on deposit with any depository and all shares and other securities owned by the Corporation;
- (d) the full benefit of any contracts, agreements and engagements to which the Corporation may be entitled; and
- (e) all claims, causes of action and rights to be joined as a plaintiff of the Corporation involving, relating to or arising out of its ownership of the Assets or the business of the Corporation, whether arising before or after the date hereof.

2. Assumption of the Liabilities. The Corporation hereby assigns, and the Stockholder hereby assumes and agrees to discharge, pay and perform when due, any and all claims, liabilities and obligations, whether known or unknown, whether ascertained or unascertained, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due (including any tax liabilities) of the Corporation arising out of or relating to the Assets or the business of the Corporation (the "Liabilities").

3. Further Assurances. Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, instruments and assurances as the other party hereto may reasonably require from time to time for the purpose of giving effect to this agreement and the conveyance of the Assets and shall take all such steps as may be reasonably within its power to implement to their full extent the provisions of this agreement.

4. Power of Attorney. The Corporation hereby appoints the Stockholder, its successors and assigns, as the Corporation's attorneys, with full power of substitution, to execute and do any deeds, transfers, conveyances, assignments, assurances and things necessary or desirable for the purpose of vesting in the Stockholder the Assets. This appointment, coupled with an interest, is irrevocable by the Corporation and shall not be revoked by the dissolution, liquidation or other termination of the existence of the Corporation or for any other reason.

5. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

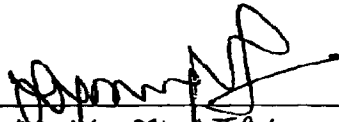
6. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.

7. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.


* * *

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above.

ASC AUDIO VIDEO CORPORATION

By: 
Name: SALIL MURTAL
Title: VICE PRESIDENT

LEITCH AMERICA LIMITED

By: 
Name: SALIL MURTAL
Title: VICE PRESIDENT