

10-08-2002



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

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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):

MGI Software Corp.

10-2-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State (Canada) 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: 07/03/2002

2. Name and address of receiving party(ies)

Name: Roxio, Inc.

Internal

Address:

Street Address: 455 El Camino Real

City: Santa Clara State: CA Zip: 95050

- 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

OFFICE OF PROSECUTIONS 700 OPT-2 AM 9:49 FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/824584, 75/824585

B. Trademark Registration No.(s) 2168196, 2296777

1671613, 2590941, 2054297, 2583899

Additional number(s) attached Yes No

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

Name: Allyn Taylor, Esq.

Internal Address:

Street Address: 400 Hamilton Avenue

City: Palo Alto State: CA Zip: 94301

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

07-1907

DO NOT USE THIS SPACE

9. Signature.

Allyn Taylor

Name of Person Signing

Signature

9/30/02

Date

9

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

10/07/2002 ANNEX1 00000156 75824584

01 FC:481

40.00 DP

175.00

TRADEMARK REEL: 002594 FRAME: 0372

GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

1. The undersigned, **MGI Software Corp.**, whose address is 50 West Pearce Street, Richmond Hill, Ontario, L4B 1E3, Canada ("Assignor"), in consideration of the sum of _____ and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby sells, assigns and transfers to **Roxio, Inc.**, whose address is 455 El Camino Real, Santa Clara, California 95050, U.S.A. ("Assignee"), all of its right, title and interest throughout the world (whether or not now existing) in and to any and all industrial and intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license by the Assignor on the Effective Date, whether registered or unregistered, including, without limitation:

- (i) trade-marks and pending trade-mark applications, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names including without limitation those listed on the schedule attached hereto labelled "**Trade-marks**" (collectively "Trade-marks");
- (ii) issued patents and pending patent applications, including without limitation any and all divisions, continuations, provisional patent applications, re-examinations, re-issues, and any extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights, inventions, invention disclosures, discoveries and

improvements, whether patentable or not including without limitation those listed on the schedule attached hereto labelled “**Patents**” (collectively “Patents”);

- (iii) works of authorship, whether or not copyrightable, copyrights, copyright registrations and pending copyright registrations and mask works including without limitation those listed on the schedule attached hereto labelled “**Copyrights**” (collectively “Copyrights”);
- (iv) trade secrets (including, but not limited to, those trade secrets defined in the Uniform Trade Secrets Act and corresponding statutory and common law, business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any person (“Trade Secrets”);
- (v) computer software and firmware, data files, source and object codes, user interfaces, manuals, databases and other specifications and documentation other than software owned by a third party that is generally commercially available and is not a material component or feature of the software supporting the products of the Assignor (“Software”);
- (vi) all internet protocol addresses and networks, including without limitations, DNS domain names, e-mail addresses, world wide web (www) and http addresses, network names, network addresses (such as Ipv4 and Ipv6) and services (such as mail or website) whether or not used or currently in services, and any registrations relating thereto (“Network Identifiers”) including without limitation those listed on the schedule attached hereto as “**Network Identifiers**”;

- (vii) where applicable, moral rights and the benefit of waivers of moral rights (“Moral Rights”);
- (viii) industrial designs (whether registered or not) (“Industrial Designs) including those listed on the schedule attached hereto and labelled “**Industrial Designs**”;
- (ix) all other intellectual property rights relating to or used in the current and past business of the Assignor or its subsidiaries, as such businesses currently are or anticipated to be conducted (“Business”), including all past and present advertising, package material, art work and other promotional material of the Business including any of the foregoing for use or intended to be used in the Business (“Business Materials”);
- (x) claims against third parties, causes of action or defences relating to the enforcement of any of the foregoing; and
- (xi) goodwill associated with any of the foregoing.
- (xii) all precursors, portions and work in progress with respect to any of the foregoing.

2. The Assignor undertakes to do all things reasonably necessary to give the effect to this assignment, including obtaining any assignments and waivers, and executing any written documents to give effect to this assignment and to deliver to the Assignee the plates, negatives or other originals and copies of the works in any media in its possession or control.

3. The Assignor will execute such further documents, without further consideration, as may be necessary or desirable to record the title of the Assignee. Assignor shall obtain any consents required, necessary or desirable in order to complete the assignment described herein.

EXECUTED at Santa Clara, California, U.S.A. this 3rd day of July, 2002.

MGI SOFTWARE CORP.

By: [Signature]
William E. Growney, Jr.
Secretary

The undersigned Assignee accepts this Assignment.

EXECUTED at Santa Clara, California, U.S.A., this 3rd day of July, 2002. "Effective Date"

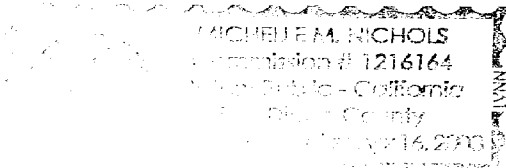
ROXIO, INC.



By: [Signature]
Wm. Christopher Gorog
President and Chief Executive Officer

State of California
County of Santa Clara

On July 3, 2002, before me, Michelle M. Nichols, Notary Public, personally appeared William E. Growney, Jr. and Wm. Christopher Gorog, personally known to me/~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument to ~~the person(s), or~~ the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]

TRADE-MARKS

Canadian Trademarks:

<i>Trademark:</i>	<i>Registration No.</i>
3DVISION	TMA514,463
CALAMUS	TMA427,827
LIVE PICTURE	TMA493,863
LIVEPIX	TMA504,727
MGI	TMA290,011
MGI & Design	TMA295,512
MGI DIRECTDVD	TMA530,480
MGI DVD MAX	TMA530,323
PHOTOMOTION	TMA510,438
PHOTOSUITE	TMA464,443
SMARTDV	TMA543,377
VIDEOWAVE	TMA476,507

Pending Canadian Trademark applications:

<i>Trademark:</i>	<i>Application No.</i>
HURRYVISION	1,118,102
IPHOTOSUITE	1,082,208
ISEE	1,070,944
ISEEMEDIA	1,070,947
MGI.TV & Design	1,096,616
MGI.TV Design	1,096,615
MGI PURE DIVA (abandoned)	1,1011,981
SMARTAVI	1,027,435
SMARTMPEG	1,027,437

U.S. Registered Trademarks:

CALAMUS
FITS
FLASHVIEW
IVUE
LIVE PICTURE
MGI
PHOTOVISTA
REALITY STUDIO
ZOOM IN FOR A CLOSER LOOK

U.S. Trademark Applications:

3DIVISION
ABUNCHA
AMIGO
ANY IMAGE, ANYTIME, ANYWHERE
EYEBALLS
FRIDGE DOOR
HURRYVISION
INTELLIGENT TEMPLATES
IPHOTOSUITE
ISEE
ISEEMEDIA
ITEMPLATES
JUMLA
LIVEPIX
LIVE TEXTURE
MGI
MGI DIRECTDVD
MGI DVD MAX
MGI PURE DIVA
MGI.TV
MGI.TV & Design
MIRAMIND
MIRAMIND MEDIA
PHOTO FONT
PHOTOMOTION
PHOTO PROJECTS
PHOTOPROJECTS
PHOTOSPACE
PHOTOSUITE
PHOTOSWAP
PHOTOTAPESTRY
PHOTOVISTA
PHOTO
WISHES
SMARTAVI
SMARTDV
SMARTMPEG
SOFTDVD
STICKERPIX
THE PROOF IS IN THE PRINT
VIDEOWAVE
ZOOM
ZOOM & Design
ZOOMANALYZER
ZOOMFILE

ZOOMIT
ZOOMIT!
ZOOMNETWORKS
ZOOMPIX
ZOOM ZONE

ABUNCHA (classes 9 and 42)
AMIGO (class 9)
EYEBALLS (class 9)
FRIDGE DOOR (classes 9 and 42)
JUMLA (classes 9 and 42)
INTELLIGENT TEMPLATES (class 9)
LIVE TEXTURE (class 9)
MGI DIRECTDVD (class 37
9); MGI DVD MAX (class 9)
MIRAMIND (classes 9, 40 and 41)
MIRAMIND MEDIA (classes 9, 40 and 41)
PHOTO FONT (class 9)
PHOTO PROJECTS (class 9)
PHOTOPROJECTS (class 9)
PHOTOSPACE (classes 9 and 42)
PHOTOSWAP (class 9)
PHOTOTAPESTRY (class 9)
PHOTO WISHES (class 1)
STICKERPIX (classes 9 and 16)
THE PROOF IS IN THE PRINT (class 9)

Other Trademark Registrations:

3DVISION (Korea)
CALAMUS (Europe (CTM))
FITS (UK)
IMAGE
SERVER (Chinese – Taiwan)
IVUE (Japan)
LIVE PICTURE (Australia, Benelux, China, Czech Republic, Denmark, Finland, France,
Greece, Hong Kong, Indonesia, Israel, Italy, Japan, Korea, Malaysia, Mexico, New Zealand,
Norway, Portugal, South Africa, Spain, Sweden, Taiwan, UK)
LIVEPIX (Australia, Benelux, China, Europe (CTM), France, Germany, Italy, Japan, Korea,
Mexico, Spain, Sweden)
MGI (Australia, China, Europe (CTM), Japan, Korea, Taiwan)
MGI DIRECT DVD (Australia)
MGI DIRECTDVD (China, Europe (CTM), Japan, Korea)
MGI DVD MAX (Australia, China, Europe (CTM), Korea)

MGI PURE DIVA (Japan)
PHOTOFACE (Austria, Germany, Japan, Switzerland)
PHOTOSUITE (Australia, China, Europe (CTM), Korea, Taiwan, Taiwan (Chinese))
SOFTDVD (Europe (CTM))
VIDEOWAVE (Australia, China, Europe (CTM), Japan, Korea, Taiwan, Taiwan Chinese)

Other Trademark Applications:

FOTOMOSAIK (Germany)
LIVE PICTURE (India)
MGI DVD MAX (Japan)
PHOTOFACE (Japan)
SOFTDVD (Japan)