

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-09-2003

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
02/28/2002

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Date Year

Name Inter-City Video, Inc.

02/28/2002

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Canada

Receiving Party

Mark if additional names of conveying parties attached

Name: 97875 Canada Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 8270 Mayrand

Address (line 2) _____

Address (line 3) Montreal City Quebec State/Country H4P 2C5 Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Canada

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
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U.S. Department of Commerce
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

585-232-6500

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76118550"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Stephen B. Salai

April 5, 2002

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AND TRANSFER OF TRADE MARKS concluded at Montreal, Quebec, on the 28 day of February 2002

BETWEEN: **INTER-CITY VIDEO INC. / INTER-CITÉ VIDÉO INC.**, a legal person duly constituted pursuant to the laws of Quebec, having its head office at 8270 Mayrand, Montreal, Quebec H4P 2C5, herein represented by Harold SCHNEIDER, its President, duly authorized as he so declares

(hereafter the "Assignor")

AND: **97875 CANADA INC.**, a legal person duly constituted pursuant to the laws of Quebec, having its head office at 8270 Mayrand, Montreal, Quebec H4P 2C5, herein represented by Harold SCHNEIDER, its President, duly authorized as he so declares

(hereafter the "Assignee")

THE PARTIES HAVE AGREED AS FOLLOWS:

1. For TWO DOLLARS (\$2.00) and other good and valuable consideration, for which the Assignor hereby acknowledges receipt and whereof quit, the Assignor hereby assigns, transfers, conveys, sells and makes over to the Assignee any and all of its rights, title and interest in and to the following Trade Marks:

<u>Trademark - Canada</u>	<u>Registration/Application No.</u>
DIGIBANK	TMA545,405
DIGIBANK SECURITY	1065269
DIGIBANK & Design	1097363
<u>Trademark - United States</u>	<u>Registration/Application No.</u>
DIGIBANK SECURITY	No. 76/118,550

(collectively hereafter the "Trade Marks")

2. The Assignor further delivers all documents in respect of the Trade Marks, including all certificates of registration.

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3. The Assignor warrants that it is the sole owner of all rights, title and interest in and to the said Trade Marks, the said Trade Marks being free and clear of any charge or encumbrance in favour of any third persons.
4. The Assignor warrants that there is no licence affecting the Trade Marks which has been granted in favour of any third persons.
5. The Assignee hereby confirms the appointment of DE GRANDPRÉ CHAIT as the representatives for service and agents of record for the Trade Marks in Canada, until such time as this appointment is revoked.
6. The Assignee hereby confirms the appointment of HILL & BARLOW as agents for the prosecution of the application to register the Trade Mark DIGIBANK SECURITY in the United States, until such time as this appointment is revoked.
7. The present Assignment shall be effective as of the above-mentioned date.
8. This Assignment shall be interpreted and governed by the laws of Canada and the province of Quebec.
9. The parties agree and undertake to do all acts and execute all documents which may be useful or necessary to give full effect to this Assignment.
10. This Assignment is binding upon the parties hereto, their successors and assigns.
11. THAT the parties hereto request that this Agreement be drawn up in English. Les parties aux présentes ont exigé que ce document soit rédigé en anglais.

AND THE PARTIES HAVE SIGNED at the date and place hereinabove-mentioned.

INTER-CITY VIDEO INC. / INTER-CITÉ VIDÉO INC.

Per: 

Harold SCHNEIDER, President

97875 CANADA INC.

Per: 

Harold SCHNEIDER, President