TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Agfa Corporation		11/25/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Sunland International, L.L.C.	
Street Address:	6280-P San Ignacio Avenue	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95119	
Entity Type:	L.L.C.: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1356282	DIGISTORE

CORRESPONDENCE DATA

Fax Number: (650)622-2499

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (650) 622-2300

Email: mbosworth@burnsdoane.com

Correspondent Name: Burns Doane Swecker & Mathis, LLP

Address Line 1: P.O. Box 1404

Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER: 033766-002

NAME OF SUBMITTER: Michael K. Bosworth

Total Attachments: 2

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AGREEMENT

WHEREAS, Agfa Corporation, 200 Ballardvale Street, Wilmington, Massachusetts is the owner of U.S. Trademark Registration No. 1,356,282 for the Trademark DIGISTORE, registered August 27, 1985 (hereafter referred to as "The Trademark"); and

WHEREAS, Sunland International, L.L.C., 6280-P San Ignacio Avenue, San Jose, California is desirous of acquiring the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Agfa Corporation does hereby assign unto Sunland International, L.L.C. all right, title, and interest in and to the Trademark, together with any and all goodwill of the business symbolized by the mark. Other than as specifically set forth herein, Agfa Corporation makes no representations or warranties with respect to the DIGISTORE trademark or the registration therefor.
- 2. In consideration for this assignment, Sunland International, L.L.C. shall pay Agfa Corporation Ten Thousand Dollars (\$10,000).
- 3. Sunland International agrees to indemnify and hold Agfa Corporation harmless from any and all further reasonable expenses incurred by Agfa with respect to the Trademark which are caused by or related to its assignment to Sunland. For example, if Agfa Corporation were to be subpoensed in litigation involving

TRADEMARK REEL: 002809 FRAME: 0256 the Trademark, Agfa Corporation would agree to respond to such subpoena and any and all expenses incurred by Agfa in relation thereto shall be paid for by Sunland International.

- 4. The parties agree to keep the terms of this

 Agreement confidential. Agfa Corporation agrees to execute the

 attached Assignment for recording in the U.S. Patent and

 Trademark Office.
- 5. This Agreement constitutes the entire agreement between the parties and it is expressly understood and agreed that it may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except in an executed writing.
- 6. This Agreement shall bind and enure to the parties and each of them, and their affiliates, parents, successors and assigns, if any.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the __ day of October 2003.

Norenta 7 October __, 2003

AGFA CORPORATION

Name: Robert K. Sarafian

Title: VP L Sacrafan

November 25 October __, 2003

SUNLAND INTERNATIONAL, L.L.C

Name: Laurence Friss

Title: Vice fresident