

12/24/03



To the Honorable Commissioner of Patents... 102636769 ... original documents or copy thereof.

1. Name of conveying party(ies):
 Premiere Video, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Michigan
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Q.C. Media Services, (USA), Inc.
 Internal Address: _____
 Street Address: c/o Q.C. Corporation
215 Courtneypark Drive East
 City: Mississauga-Ontario- Canada ZIP: L5T 2T6

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of 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) and address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 17, 2003

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

A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 1,373,030

Additional Numbers attached? Yes No

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

Name: David L. Principe
Hodgson Russ LLP
 Internal Address: Intellectual Property Law Section
 Street Address: One M&T Plaza, Suite 2000
 City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and registrations involved: / 1 /

7. Total fee (37 CFR 3.41)..... \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-2442
 (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.

David L. Principe David L. Principe December 24, 2003
 Name of Person Signing Signature Date

DEC 29 AM 7:22
COPY FINANCE

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

5

12/31/2003 ECOOPER 00000060 1373030

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Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

SERVICE MARK ASSIGNMENT

WHEREAS, Premiere Video, Inc., (the "Assignor"), a Michigan corporation having a principal place of business at 35601 Veronica, Livonia, Michigan 48150, has adopted, used, and is using the service mark shown on the attached Exhibit "A" (the "Service Mark"), which was registered in the United States Patent and Trademark Office on November 26, 1985, under Registration No. 1,373,030;

WHEREAS, Q.C. Media Services, (USA), Inc. (the "Assignee"), a Delaware corporation with its principal place of business at c/o Q.C. Corporation, 215 Courtneypark Drive East, Mississauga, Ontario L5T 2T6, desires to acquire the entire right, title and interest in and to the Service Mark and said Registration thereof No. 1,373,030, together with the goodwill of the business associated therewith;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged,

1. Assignor represents and warrants that he is the sole owner of the Service Mark and of Registration No. 1,373,030, free and clear of any and all liens, charges, claims or encumbrances of any kind;

2. Assignor hereby assigns to Assignee free and clear of any and all liens, charges, claims or encumbrances of any kind, the entire right, title and interest in and to the Service Mark, throughout the world, and in and to said Registration thereof No. 1,373,030, together with the goodwill of the business associated therewith.

IN WITNESS WHEREOF, Assignor has executed this Service Mark Assignment
as of December 17, 2003.



Larry E. Bennett, President/CEO
Premiere Video, Inc.

STATE OF MICHIGAN)
 SS:
COUNTY OF Oakland)

On this 17th day of December in the year 2003, before me, the subscriber, personally came Larry E. Bennett. and to me known to be the person described in and who executed the within instrument, and he acknowledged that he executed the same.

**JAMES G. WALD
NOTARY PUBLIC LIVINGSTON CO., MI
ACTING IN OAKLAND CO., MI
MY COMMISSION EXPIRES MAY 21, 2008**



Notary Public

[Seal]

Appendix A

U.S. Reg. No. 1,373,030