

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

Attorney Docket No. 05727-00010

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): JCI Amalco Inc.</p> <p>Additional names of conveyed party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Jumbo Entertainment Inc. Street Address: 5500 North Service Road, 10th Floor City: Burlington State: Ontario, Canada Zip: L7L 5H7</p>
<p>3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: July 9, 2004</p>	<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is _____ A. Trademark Application No(s). B. Trademark Registration No(s): 2,024,819 and 2,024,820</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Lawrence H. Meier Downs Rachlin & Martin PLLC 199 Main Street P.O. Box 190 Burlington, Vermont 05402-0190 (802)863-2375</p>	<p>6. Total number of registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41): \$ 65.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to charge any deficiencies in the enclosed fees to deposit account</p> <p>8. Deposit account number: 04-1588 (Attach duplicate copy of this page if paying by deposit account)</p>
<p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>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.</p> <p><i>Lawrence H. Meier</i> Lawrence H. Meier</p> <p style="text-align: right;">7/21/2004 Date</p> <p style="text-align: right;">Total number of pages, including cover sheet, <u>5</u>.</p>	

CH \$65.00 041588 2024819

**JCI AMALCO INC., A CORPORATION EXISTING UNDER THE LAWS OF
ONTARIO AND HAVING ITS HEAD OFFICE LOCATED AT 5500 NORTH
SERVICE ROAD, 10TH FLOOR, BURLINGTON, ONTARIO, CANADA, L7L 5H7**

and

**JUMBO ENTERTAINMENT INC., A CORPORATION EXISTING UNDER THE
LAWS OF ONTARIO AND HAVING ITS HEAD OFFICE LOCATED AT 5500
NORTH SERVICE ROAD, 10TH FLOOR, BURLINGTON, ONTARIO, CANADA,
L7L 5H7**

**CONFIRMATION OF
ASSIGNMENT OF TRADE-MARKS
July 9, 2004**

STIKEMAN ELLIOTT LLP

**CONFIRMATION OF
ASSIGNMENT OF TRADE-MARKS**

Confirmation of assignment of trade-marks dated July 9, 2004, between JCI Amalco Inc. (the "Assignor") and Jumbo Entertainment Inc. (the "Assignee").

RECITALS:

- (a) Pursuant to a Distribution and Winding Up Agreement (the "Distribution and Winding Up Agreement") dated July 9, 2004 between the Assignor and the Assignee, the Assignor has assigned to the Assignee all of its property and assets, as more particularly described in the Distribution and Winding Up Agreement; and
- (b) The Assignor wishes to confirm that it has assigned to the Assignee all its right, title and interest in and to certain Trade-marks (as hereinafter defined).

In consideration of the foregoing and the mutual agreements contained in the Distribution and Winding Up Agreement (the receipt and adequacy of which have been acknowledged), the parties agree as follows:

Section 1 Assignment.

The Assignor confirms that it has sold, assigned, transferred and set over to the Assignee, effective July 9, 2004, all of the Assignor's right, title and interest in and to the trade-marks described in the Distribution and Winding Up Agreement, such trade-marks including, inter alia, the trade-marks set forth in Schedule "A", which are registered or for which registration is applied for in the Canadian Intellectual Property Office or the United States Patent and Trademark Office (collectively, the "Trade-marks"), together with all benefits of the Registrations or Applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the Trade-marks before and after registration and any other benefit to be derived therefrom.

Section 2 Registration.

The Assignor consents to an application to the Canadian Registrar of Trade-marks and to the United States Commissioner of Trademarks for recognition of the aforementioned assignment of the trade-marks set forth in Schedule "A".

- 2 -

Section 3 Further Assurances.

The Assignor covenants with the Assignee that it will make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by the Assignee for more effectually and completely implementing or carrying out the aforementioned assignment or for the purpose of registration or otherwise.

Section 4 Successors and Assigns.

The aforementioned assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

Section 5 Governing Law.

The aforementioned assignment shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Confirmation of Assignment.

JCI AMALCO INC.By: 

Name:

Title:

JUMBO ENTERTAINMENT INC.By: 

Name:

Title:

SCHEDULE "A"

Country	Registration/Application No.
<u>Canada</u>	
Microplay	Reg No. TMA 505,833
Starstruck Entertainment	Application No. 1,147,286
Star Struck Entertainment	Registration No. TMA 443,440
<u>U.S.A. (Federal)</u>	
Microplay & Design	Registration No. 2,024,820
Microplay	Registration No. 2,024,819