

5/20/04



05-25-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

CORDATIO TRADEMARKS ONLY

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
Toon Boom Technologies Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 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: 3/12/04

2. Name and address of receiving party(ies)
Name: 4170539 Canada Inc.
Internal
Address: _____

Street Address: 7 Laurier Street East
City: Montreal **QUEBEC, CANADA** State: _____ Zip: H2T 1E4

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Canadian**
 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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/205,620
B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Amy E. Carroll
Internal Address: Drinker Biddle & Reath LLP
Street Address: 1500 K Street, N.W.
Suite 1100
City: Washington State: DC Zip: 20005

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
(IF FEE INSUFFICIENT OR NO CHECK ATTACHED)

8. Deposit account number:
50-0573

DO NOT USE THIS SPACE

9. Signature.
 Amy E. Carroll _____ Name of Person Signing
 _____ Signature
 May 20, 2004 _____ Date
 Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/24/2004 MGETACHE 00000124 76205620 01 FC:8521 40.00 DP

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made and entered into as of the 12 day of March, 2004, by and between **TOON BOOM TECHNOLOGIES INC.** (hereinafter "**TBI**"), a Canadian corporation having its registered office at 7 Laurier Street East, Montréal, Province of Québec, H2T 1E4 herein acting and represented by Ernst & Young Inc. (hereinafter "**E&Y**"), a corporation governed by the *Canada Business Corporations Act*, having an office at 1 Place Ville-Marie, 24th Floor, Montréal, Province of Québec, H3B 3M9; herein acting in its capacity as interim receiver with respect to the assets of TBI and acting on behalf of TBI in virtue of a judgment rendered by the Superior Court, District of Montréal (File number: 500-11-022645-044) on March 11, 2004 (hereinafter the "**TBI Judgment**") and not in its personal capacity itself represented by Martin Rosenthal, duly authorized under the terms of a resolution adopted by its board of directors ("Assignor") and **4170539 CANADA INC.**, a Canadian corporation having its head office at 7 Laurier Street East, Montréal, Province of Québec, H2T 1E4 ("Assignee").

WHEREAS, Assignor has adopted, used and is using marks listed on Schedule A hereto and own all right, title and interest to the same (the "Marks"), including the goodwill of the business associated therewith (which shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all of Assignors' right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the representations set forth above and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and delivers to Assignee all right, title and interest in and to the Intellectual Property throughout the world, including any registrations or pending applications therefor, any and all copyright rights therein, any renewal rights pertaining thereto or extensions thereof, the goodwill of the businesses symbolized thereby, any re-issues, continuations, continuations-in-part, divisions, improvements or extensions thereof, and all proceeds thereof, including, without limitation, proceeds from any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof (collectively, the "Assets"), such Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by Assignor, had this Assignment not been made.

2. Assignor shall not at any time in the future make any use of the Assets, or any portion thereof, either for Assignor's own benefits or for the benefit of any third party, except as provided herein.

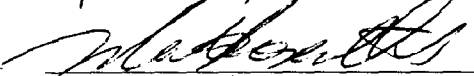
3. In its own name and at its own expense, Assignee may register and enforce its rights in the Assets, and Assignor further promises and agrees that it shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

Assignor:

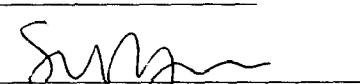
ERNST & YOUNG INC., INTERIM RECEIVER

By: 

Name: MARTIN P. ROSENTHAL

Title: SR VP

Assignee:

By: 

Name: SCOTT DYER

Title: PRESIDENT + SECRETARY

Schedule A
To Assignment of Intellectual Property

Trademarks

1. "TOONBOOM STUDIO" Trademark in the United States, application filed on February 6, 2001, under Application No.: 76/205,620 (Registration pending)