

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sale Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intrigue Technologies, Inc.		05/05/2004	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Logitech International S.A.		
Street Address:	Les Chatagnis		
City:	1134 Apples		
State/Country:	SWITZERLAND		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2711532	HARMONY	
Registration Number:	2864767	SMART STATE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-833-2170		
Email:	tmfilings@dlapiper.com		
Correspondent Name:	Allyn Taylor		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
DOMESTIC REPRESENTATIVE			
Name:	DLA Piper Rudnick Gray Cary US LLP		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
NAME OF SUBMITTER:	Allyn Taylor		

CH \$65.00 2711532

Signature:	/Allyn Taylor/
Date:	01/19/2005
Total Attachments: 6 source=harmonyassgn_Page_1#page1.tif source=harmonyassgn_Page_2#page1.tif source=harmonyassgn_Page_3#page1.tif source=harmonyassgn_Page_4#page1.tif source=harmonyassgn_Page_5#page1.tif source=harmonyassgn_Page_6#page1.tif	

SALE AGREEMENT

This agreement is made as of May 5th, 2004

by and between

LOGITECH INTERNATIONAL SA
a Swiss corporation
having its registered domicile
at
Les Châtagnis, 1134 Apples (Switzerland)
(hereinafter called "**Buyer**")

and

Intrigue Technologies, Inc
a company amalgamated under the laws of Canada
having its principal office
at
2355 Skymark Avenue, Suite 200.
Mississauga, Ontario L4W 4Y5, CANADA.

(hereinafter called "**Seller**")

RECITALS

WHEREAS, **Seller** owns the trademarks, as hereinafter specified, (these assets are called hereinafter "**the trademarks**").

WHEREAS, **Seller** wishes to sell and **Buyer** wishes to purchase **the trademarks**, the parties agree as follows :

1. Assets / Liabilities

- 1.1 As of May 5th, 2004, **Seller** hereby transfers and assigns to **Buyer** and as of the same date, **Buyer** hereby acquires and assumes responsibility for the assets and liabilities called **the trademarks** presently owned by **Seller**.
- 1.2 **Buyer** and **Seller** further specify that the foregoing will include: all trademark registrations and applications therefore, trade names, logos, and rights in trade dress and packaging, and goodwill associated therewith, throughout the world rights such as defined in **Exhibit 1** owned by **Seller**. **The trademarks** includes legal and/or economical ownership **Seller** is entitled to.

2. Limited Assumption of Liabilities

- 2.1 It is acknowledged and agreed by **Buyer**, that insofar as **Seller** acts in accordance with the conditions of this agreement, it shall be granted full release from any responsibility. It shall be liable only for breach of its obligations under this agreement.
- 2.2 **Buyer** shall indemnify and defend **Seller** against and hold **Seller** harmless from any and all loss, cost, damage, expense, demands, liabilities or other claims arising out of or relating to any debts, liabilities or obligations pertaining to **the trademarks** expressly assumed and taken over by **Buyer** hereunder.

3 Purchase Price

- 3.1 Subject to Article 1.1, the aggregate price for the purchase and sale of **the trademarks** shall be US\$ 900,000 -- (nine hundred thousand US dollars) (hereinafter called the "Price").

4 Transfer

- 4.1 **Seller** agrees to assist **Buyer** in undertaking all steps required by law to complete the transfer of **the trademark** in the name of **Buyer** before the Federal Institute of Intellectual Property or before any other European or International Institute.

5 Parties to the agreement hereby warrant that as of the date of signature :

5.1 By Seller :

- 5.1.1 **Organisation :** Intrigue Technologies Inc, is a company duly organised, validly existing and in good standing under the laws of Canada.
- 5.1.2 **Title of Assets :** **Seller** has good, clear and exclusive title to the assets which will be transferred to **Buyer** at the Transfer date free of any pledge, liens, security interest, encumbrance or other charge and restriction of use.
- 5.1.3 **Undisclosed liabilities :** there are no accrued, contingent or hidden liabilities arising out of or connected with **the trademarks** which **Buyer** is assuming hereunder.
- 5.1.4 **Compliance with Law :** **Seller** has operated **the trademarks** during the time it has owned those rights in full compliance with applicable laws and regulations.
- 5.1.5 **No litigation or Default :** There is no legal action, proceeding or claim, whether pending or threatened, arising out of or in connection with **the trademarks**. **Seller** is not in default or breach of any obligation under any contract or other commitment in connection with **the trademarks**.

4.2 By Buyer :

- 4.2.1 **Organisation :** Logitech International SA is a company duly organised, validly existing and in good standing under the laws of Switzerland.

6 Expenses and Taxes

- 6.1 All expenses incurred by either party hereto in connection with the transactions contemplated by this Agreement, including but not limited to legal and accounting expenses, shall be borne by the **Buyer**.
- 6.2 All taxes arising out of the sale of **the trademarks** shall be borne by **Seller**, to the exception of the Swiss Value Added Tax which will remain at the charge of **Buyer**.

7 Governing Law and Jurisdiction

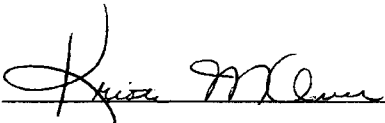
- 7.1 This Agreement is subject to Swiss Law.

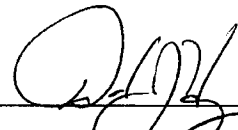
7.2 Any controversy or claim arising out of relating to this agreement, or the breach thereof, shall be settled by arbitration at Lausanne, in Switzerland by one arbitrator, in accordance with the rules of the Geneva Chamber of Commerce.

This agreement is prepared in two originals, duly signed, and one copy given to each party.

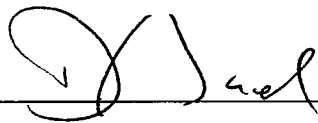
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorised officers to sign this Agreement as of the date shown above.

INTRIGUE TECHNOLOGIES INC.

By: 
Name: Kristen M. Onken
Title: CFO

By: 
Name: David Henry
Title: Sr. VP Control Devices

LOGITECH INTERNATIONAL S.A.

By: 
Name: P. Borel
Title: Chairman of the Board

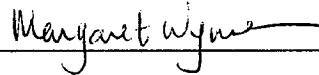
By: 
Name: M. Wynne
Title: VP Legal Affairs, EMEA

EXHIBIT 1

Harmony wordmark, Harmony logo, Harmony wordmark and logo combination: all registrations and applications currently pending anywhere in the world, including without limitation the following:

HARR-012	HARMONY	78/142,373 (Reg. No. 2,711,532)	7/09/2002	Registration date 4/29/2003 - Section 8 & 15 due 4/29/09.
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All other Seller-owned trademark registrations and applications currently pending anywhere in the world, including without limitation the following:

Docket No.	Mark	Serial No.	Filing	Status
HARR-008	EASY ZAPPER	78/015,832	7/06/2000	Abandoned 2/24/03.
HARR-010	SMART STATE TECHNOLOGY	78/142,322	7/09/2002	1 st Response to 1 st Office Action Sent 12/30/2003.
HARR-011	SST	78/142,347	7/09/2002	Trademark Published – Opposition Proceeding Suspended.
HARR-012	HARMONY	78/142,373 (Reg. No. 2,711,532)	7/09/2002	Registration date 4/29/2003 - Section 8 & 15 due 4/29/09.

All other Seller-owned trademarks anywhere in the world, including without limitation the following:

Common Law Trademarks:

Mark	Approx. First Use (dd/mm/yy)
H AND DESIGN	15/09/2001
HARMONY AND DESIGN	15/09/2001
INTRIGUE TECHNOLOGIES INC	01/07/2001
THE INTERNET POWERED UNIVERSAL REMOTE	15/09/2001
THE FAMILY REMOTE	01/09/2003
HARMONYREMOTE.COM	15/09/2001
"745"	01/07/2001
"768"	01/08/2002
"748"	01/01/2003
"659"	01/09/2003
"688"	01/01/2004
"676"	15/04/2004
"628"	15/04/2004

Any trademark or service mark rights, in and to any Seller-owned domain name and/or variations thereof, together with all common law rights and the goodwill of the business

symbolized thereby, together with any registrations and applications for any Seller-owned domain names and/or variations thereof throughout the world including without limitation the following:

DOMAIN	Status
Harmonyremote.com	In use
easyzapper.com	In use
intriguetechnologies.com	In use
intriguetechnologies.ca	In use
harmonyinnovation.com	Not in use
harmonyinnovations.com	Not in use