

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
Digital Video Compression Corporation		07/30/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deluxe Global Media Services, LLC		
Street Address:	568 Atrium Drive		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2162613	DVCC	
Registration Number:	2283540	DVCC	
Registration Number:	2323221	DVCC DIGITAL VIDEO COMPRESSION CENTER	
Registration Number:	2465876	DVCC DIGITAL VIDEO COMPRESSION CENTER	
CORRESPONDENCE DATA			
Fax Number:	(312)236-7516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-368-7084		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	Mark I. Feldman		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Mark Parnaby		
Signature:	/Mark Parnaby/		

CH \$115.00 2162613

Date:

01/25/2005

Total Attachments: 7

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT ("Assignment"), dated as of July 30, 2004 ("Effective Date"), is made by and between Digital Video Compression Corporation, a Delaware corporation ("Assignor") and Deluxe Global Media Services, LLC, a Delaware limited liability company ("Assignee").

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

1. Definitions.

a. "Marks" means the trademarks, service marks, trade names, service names, brand names, trade dress rights, corporate names and logos, in word mark, stylized and/or design formats, that are the subject of the registrations and pending applications set forth in Schedule A attached hereto.

b. "Domain Names" means the internet domain names set forth in Schedule B attached hereto.

2. Assignment.

In consideration of the Assignment Fee (as defined in Section 5 below) paid by Assignee to Assignor in accordance with Section 5 below, Assignor hereby assigns, sells, transfers and conveys to Assignee, subject to Section 3 below, for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns and other legal representatives, all of Assignor's rights, title and interest throughout the world in and to: (a) the Marks, all common law rights therein and all registrations and applications issued or pending for the Marks, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining to the Marks, including, without limitation, the right to maintain and prosecute such registrations and applications for the Marks and the right to sue and recover damages for past, present and future infringement of the Marks; and (b) the Domain Names and all registrations for the Domain Names, together with all rights, claims and privileges pertaining to the Domain Names, including, without limitation, the right to maintain such registrations for the Domain Names and the right to sue and recover damages for past, present and future infringement of the Domain Names.

3. Limited License Granted to Assignor

Assignee hereby grants to Assignor a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Marks solely in connection with Assignor's

business to the extent reasonably necessary during the dissolution and liquidation of Assignor's business, but in no event later than December 31, 2004 unless Assignor first receives consent of Assignee. The foregoing license shall terminate automatically and without any further action required by the parties in accordance with the foregoing sentence.

4. Transfer Procedure for Domain Names.

In connection with the transfer of the Domain Names, Assignor shall carry out the formal transfer of the Domain Names to Assignee in accordance with the applicable domain name transfer procedure of the registering entity and provide authorization to Network Solutions, Inc. or other applicable registering entity to transfer ownership of and title to the Domain Names to Assignee. Assignor shall reasonably cooperate with and use its reasonable commercial efforts to comply with Assignee's requests regarding such transfer and authorization procedures, including, without limitation, with respect to Assignee's ownership and administrative information. All costs associated with or related to such transfer ("Domain Name Transfer Fee") shall be paid by Assignee.

5. Assignment Fee.

In consideration of the assignment of the Marks and Domain Names by Assignor to Assignee under this Assignment, Assignee agrees to pay Assignor Ten Dollars (\$10.00) ("Assignment Fee") on the Closing Date, in addition to the Domain Name Transfer Fee.

6. Indemnification.

Assignee shall indemnify, defend and hold harmless Assignor from and against any and all liability, losses, damages, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) resulting from any claim brought or made against Assignor based upon or arising from Assignee's use of or other activity involving any of the Marks or Domain Names pertaining to periods following the Closing. Assignor agrees: (a) to provide Assignee with prompt written notice of any claim for which Assignor seeks indemnification under this Section 6; (b) Assignee shall have sole control of the defense and any settlement of any such claim; and (c) Assignor shall reasonably cooperate in connection with the defense or settlement of any such claim.

7. Warranty Disclaimer.

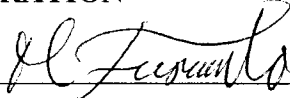
THE PARTIES ACKNOWLEDGE AND AGREE THAT THE MARKS AND DOMAIN NAMES ARE ASSIGNED, SOLD, TRANSFERRED, CONVEYED AND PROVIDED TO ASSIGNEE (AND LICENSED TO ASSIGNOR PURSUANT TO SECTION 3 HEREOF) "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE PARTIES DISCLAIM ALL WARRANTIES RELATING TO THE MARKS AND DOMAIN NAMES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

8. Miscellaneous.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. This Assignment and the Purchase Agreement constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all oral or written proposals, negotiations, conversations or discussions between the parties relating to the subject matter of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

DIGITAL VIDEO COMPRESSION CORPORATION

By: 

Name: Mitsunobu Furumoto

Title: President

DELUXE GLOBAL MEDIA SERVICES, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

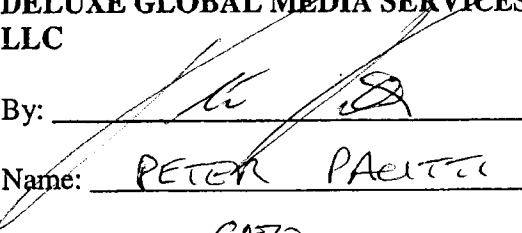
DIGITAL VIDEO COMPRESSION CORPORATION

By: _____

Name: _____

Title: _____

DELUXE GLOBAL MEDIA SERVICES, LLC

By:  _____

Name: PETER PAETTU

Title: CEO

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

SCHEDULE A

MARKS

MARKS					
Trademark or Service Mark	Application Serial No.	Application Filing Date	Reg. Number	Reg. Date	Class of Goods or Services
DVCC DIGITAL VIDEO COMPRESSION CENTER (Stylized)	75-120,873	6/18/96	2,465,876	7/3/01	Class 9
DVCC DIGITAL VIDEO COMPRESSION CENTER (Stylized)	75-508,696	6/25/98	2,323,221	2/29/00	Class 40
DVCC (Stylized)	75-120,867	6/18/96	2,162,613	6/2/98	Class 40
DVCC (Stylized)	75-120,866	6/18/96	2,283,540	10/5/99	Class 9

SCHEDULE B

DOMAIN NAMES

1. www.dvcc.com
2. www.dvcc.biz
3. www.dvcc.info