

12-22-2004

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

<p>12/20/04</p> <p>102909398</p>	
<p>To the Director of the U. S. Patent and Trademark Office, return the attached documents or the new address(es) below.</p>	
<b>1. Name of conveying party(ies)/Execution Date(s):</b> THOMSON U.S. INC.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>9/28/04</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Thomson Canada Limited</u> Internal _____ Address: _____ Street Address: <u>66 Wellington Street West</u> City: <u>Toronto</u> State: <u>Ontario</u> Country: <u>Canada</u> Zip: _____ <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>Canada</u> <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,086,780</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Paula Upson</u> Internal Address: <u>The Thomson Corporation</u> Street Address: <u>1 Station Place</u> City: <u>Stamford</u> State: <u>Connecticut</u> Zip: <u>06902</u> Phone Number: <u>203-539-8795</u> Fax Number: <u>203-539-7774</u> Email Address: <u>Paula.upson@thomson.com</u>	<b>6. Total number of applications and registrations involved:</b> <u>1</u> <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>40</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <b>8. Payment Information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>20-0866</u> Authorized User Name <u>Paula Upson</u>
<b>9. Signature:</b> <u>Paula K. Upson</u> <u>12/17/04</u> Signature      Date Name of Person Signing Total number of pages including cover sheet, attachments, and document: _____	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/21/2004 EDOOPER 00000169 200855 2086780  
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TRADEMARK  
REEL: 003095 FRAME: 0542

## AGREEMENT OF ASSIGNMENT

This agreement of assignment is dated as of SEPTEMBER 28, 2004 and is by and between:

THOMSON U.S. INC. (hereinafter "TUSI"), a corporation organized and existing under the laws of the State of Delaware, having its principal place of business located at 650 Naamans Road, Claymont, Delaware 19703, and

THOMSON CANADA LIMITED (hereinafter "TCL"), a Canadian corporation having its principal place of business located at Toronto Dominion Bank Tower, Suite 2706, 66 Wellington Street West, P.O. Box 24, Toronto, Ontario M5K 1A1.

WHEREAS, TUSI has used and/or is using in its business through its licensees, the following mark:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THOMSON.COM	2,086,780	8/12/97

WHEREAS, TCL is desirous of acquiring all of the right, title and interest which TUSI has acquired and has developed in said mark in the United States;

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

1. Definition:

The "Trademark" means the mark hereinabove, as well as all other marks composed of the word "THOMSON" which have heretofore been owned or licensed by TUSI as trademarks, service marks or trade names by virtue of their use on or in connection with the products or services of any licensee of TUSI.

2. Assignment of Trademark:

TUSI assigns to TCL:

- (a) the Trademark;
- (b) all issued trademark registrations for the Trademark and all pending applications to register the Trademark in the United States, and all trademark registrations deriving from said applications if any;
- (c) all of the goodwill of the business symbolized by the Trademark; and
- (d) all claims and proceeds relating to the foregoing including, without limitation, any claims by TUSI against third parties for past infringement of the Trademark or injury to the goodwill of the business symbolized by the Trademark.

3. Representations and Warranties of TUSI:

TUSI represents and warrants to TCL as follows:

- (a) Title to the Trademark. TUSI owns beneficially and of record, free and clear of any lien or other encumbrance, the Trademark and, upon execution of this Agreement of Assignment, TCL will acquire good and valid ownership of the Trademark, free and clear of any lien or other encumbrance of any kind.
- (b) Authority to Execute and Perform Agreement. TCL has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform fully TUSI's obligations hereunder, and this Agreement, upon execution and delivery by TUSI will be the valid and binding obligation of TUSI enforceable against TUSI in accordance with its terms.
- (c) No Infringement or Claims. To TUSI's knowledge, the rights to TUSI in the Trademark does not infringe the rights of others and are not being infringed by others, and TUSI has no notice of any adversely held trademark, service mark or trade name of any other person or notice of any claim of any other person relating to the Trademark and does not know of any basis for any such claim.

4. Representations and Warranties of TCL:

(a) Authority to Execute and Perform Agreement. TCL has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement, upon execution and delivery by TCL, will be the valid and binding obligation or TCL enforceable against TCL in accordance with its terms.

5. Registration and further Assurances:

TUSI, at TCL's reasonable expense, shall execute all instruments and do all acts and otherwise use its best efforts to effectuate the purpose of this Agreement and to procure the acceptance of all applications for and registrations of the Trademark and the registration of TCL as the registered owner thereof. TCL shall compensate TUSI for its out-of-pocket expenses incurred in the performance of this paragraph.

6. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.

THOMSON U.S. INC.

By: Edward A. Friedland  
Edward A. Friedland  
Vice President

THOMSON CANADA LIMITED

By: \_\_\_\_\_  
Paula R. Monaghan  
Assistant Secretary

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK EXAMINING OPERATION**

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513


**DESIGNATION OF DOMESTIC REPRESENTATIVE**

S I R:

The Thomson Corporation, with a principal place of business at One Station Place, Stamford, Connecticut 06902, is hereby designated domestic representative upon whom all notices or process in proceedings affecting this Trademark Assignment may be served.

Respectfully submitted,

THOMSON CANADA LIMITED

By:   
Name: Edward A. Friedland  
Title: Attorney for Assignee