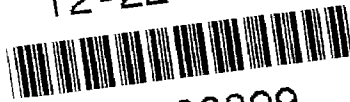


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102909399 ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Global Information Licensing Corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) Florida

Execution Date(s) 9/28/04

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Thomson Canada Limited

Internal

Address: \_\_\_\_\_

Street Address: 66 Wellington St., West

City: Toronto

State: Ontario

Country: Canada Zip: M5K 1A1

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Canada  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,463,249

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paula Upson

Internal Address: The Thomson Corp.

Street Address: 1 Station Place

City: Stamford

State: Connecticut Zip: 06902

Phone Number: 203-539-8795

Fax Number: 203-539-7774

Email Address: paula.upson@thomson.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 20-0866  
Authorized User Name Paula Upson

9. Signature:

Signature

12/17/04

Date

Paula K. Upson

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

TRADEMARK  
REEL: 003095 FRAME: 0564

12/21/2004 ECUJEP 00000163 200466 2463249

40.00 DM

01 FC:8521

## AGREEMENT OF ASSIGNMENT

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

GLOBAL INFORMATION LICENSING CORPORATION (hereinafter "GILC"), a corporation organized and existing under the laws of the State of Florida, 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, GILC has used and/or is using in its business through its licensees, the marks listed on Schedule A attached hereto;

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

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

1. Definition:

The "Trademarks" mean the marks shown in Schedule A attached hereto, as well as all other marks composed of the word "THOMSON" which have heretofore been owned or licensed by GILC 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 GILC.

2. Assignment of Trademarks:

GILC assigns to TCL:

(a) the Trademarks;

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

3. Representations and Warranties of GILC:

GILC represents and warrants to TCL as follows:

- (a) Title to Trademarks. GILC owns beneficially and of record, free and clear of any lien or other encumbrance, the Trademarks and, upon execution of this Agreement of Assignment, TCL will acquire good and valid ownership of the Trademarks, 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 GILC's obligations hereunder, and this Agreement, upon execution and delivery by GILC will be the valid and binding obligation of GILC enforceable against GILC in accordance with its terms.
- (c) No Infringement or Claims. To GILC's knowledge, the rights to GILC in the Trademarks do not infringe the rights of others and are not being infringed by others, and GILC 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 Trademarks 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.

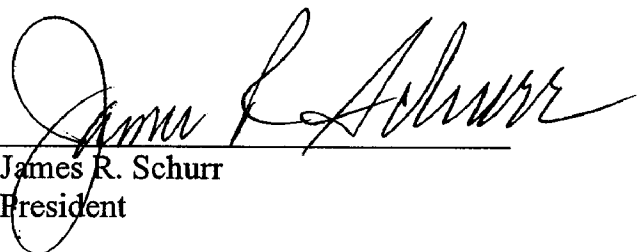
5. Registration and further Assurances:

GILC, 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 Trademarks and the registration of TCL as the registered owner thereof. TCL shall compensate GILC 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.

GLOBAL INFORMATION LICENSING  
CORPORATION

By:   
James R. Schurr  
President

THOMSON CANADA LIMITED

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

## **SCHEDULE A**

### **United States**

<b><u>Trademark</u></b>	<b><u>(Appl. No.) Reg. No.</u></b>	<b><u>(Filing Date) Reg. Date</u></b>
THOMSON	2,463,249	6/26/01
THOMSON BANK DIRECTORY	1,984,950	7/9/96
THOMSON CREDIT UNION DIRECTORY	(76/608,488)	(8/25/04)
THOMSON DATAWORKS	(76/417,965)	(6/5/02)
THOMSON I-WATCH	2,495,668	(10/9/01)
THOMON MUNICIPAL MARKET MONITOR	2,471,789	7/24/01
THOMSON OPENTRADER	2,449,641	5/8/01
THOMSON REGULATION CC DIRECTORY	1,875,257	1/24/95
THOMSON ROUTING AND TRANSIT NUMBER FILE		
THOMSON SAVINGS DIRECTORY	1,972,162	5/7/96
THOMSON TBA TRADER	2,503,598	11/6/01
THOMSONDIRECT.COM	(75/933,518)	(3/2/00)

### **Canada**

THOMSON DATAWORKS	(1142784)	(6/4/02)
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK EXAMINING OPERATION**

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

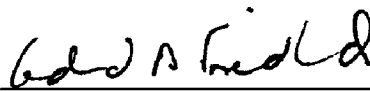
**DESIGNATION OF DOMESTIC REPRESENTATIVE**

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