

## 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
Global Information Licensing Corporation		09/28/2004	CORPORATION: FLORIDA

## RECEIVING PARTY DATA

Name:	Thomson Canada Limited
Street Address:	66 Wellington Street West
Internal Address:	TD Bank Tower, Suite 2706
City:	Toronto
State/Country:	CANADA
Postal Code:	M5K 1A1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2463414	THOMSON PROSPECTUS

## CORRESPONDENCE DATA

Fax Number: (203)539-7774

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 203-539-8000

Email: trademarks@thomson.com

Correspondent Name: The Thomson Corporation

Address Line 1: 1 Station Place

Address Line 2: Paula Upson

Address Line 4: Stamford, CONNECTICUT 06902

## DOMESTIC REPRESENTATIVE

Name: The Thomson Corporation

Address Line 1: 1 Station Place

900028461

TRADEMARK  
REEL: 003122 FRAME: 0841

CH \$40.00 2463414

Address Line 4:        Stamford, CONNECTICUT    06902

NAME OF SUBMITTER:

Paula K. Upson

Signature:

/pku/

Date:

07/18/2005

Total Attachments: 4

source=Signed THOM PROSPECTUS#page1.tif

source=Signed THOM PROSPECTUS#page2.tif

source=Signed THOM PROSPECTUS#page3.tif

source=Signed THOM PROSPECTUS#page4.tif

**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****Trademark****(Appl. No.)  
Reg. No.****(Filing Date)  
Reg. Date**

THOMSON PROSPECTUS

2,463,414

6/26/01

29286-1