

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Memorandum of Law Evidencing Transfer of Title...	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magic Lantern Group, Inc.		01/25/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Suarez Corporation Industries		
Street Address:	7800 Whipple Avenue, N.W.		
City:	North Canton		
State/Country:	OHIO		
Postal Code:	44720		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2068188	PRO-TOUR	
CORRESPONDENCE DATA			
Fax Number:	(216)579-6073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-579-1700		
Email:	nanderson@pearnegordon.com		
Correspondent Name:	John P. Murtaugh, Pearne & Gordon LLP		
Address Line 1:	1801 East 9th Street, Suite 1200		
Address Line 4:	Cleveland, OHIO 44114-3108		
ATTORNEY DOCKET NUMBER:	35622		
NAME OF SUBMITTER:	John P. Murtaugh		
Signature:	/johnpmurtaugh/		
Date:	01/25/2006		

CH \$40.00 2068188

Total Attachments: 31

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Reg. No.: 2068188

Reg. Date: June 10, 1997

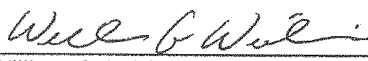
Mark: PRO-TOUR

MEMORANDUM OF LAW EVIDENCING TRANSFER OF TITLE FROM MAGIC LANTERN
GROUP, INC. TO SUAREZ CORPORATION INDUSTRIES AND DECLARATION
OF WILLIAM G. WILLIAMS

William G. Williams declares as follows:

1. I presently reside at 1568 Wellingshire Street NE, North Canton, Ohio 44721. My business address is 4775 Munson Street NW, Canton, Ohio 44718. I am an attorney-at-law and am admitted to practice before the Supreme Court of the State of Ohio (date of admission 1975), Ohio Bar Registration No. 0013107, and I am currently licensed to practice law in the state of Ohio.
2. I have reviewed the facts, information and documents relating to the ownership of U.S. Trademark Reg. No. 2068188 for the mark PRO-TOUR.
3. Attached as Exhibit A is a Trademark License Agreement dated September 30, 1994 between Stage II Apparel Corp. ("Stage II") and Suarez Corporation Industries ("Suarez") pursuant to which Stage II licensed U.S. Trademark Registration Nos. 1937665 and 2068188 to Suarez. Attached as Exhibit B is a Trademark Security Agreement dated September 30, 1994 between Stage II Apparel Corp. and Suarez Corporation Industries pursuant to which Stage II granted a security interest in the two trademarks to Suarez. Subsequently, Stage II Apparel Corp. changed its name to JKC Group, Inc., which changed its name to Magic Lantern Group, Inc. ("Magic Lantern") (See Exhibit C).
4. Sec. 2 of the Trademark Security Agreement defines a Debtor Event of Default as including "2.1...the winding-up or cessation of DEBTOR's business other than by reason of a sale, consolidation or merger; or 2.2 The expiration of DEBTOR's registrations for the Mark, if any, based on the applications set forth in Schedule A." In my opinion a Debtor Event of Default by way of "the winding-up or cessation of DEBTOR's business other than by reason of a sale, consolidation or merger" has now occurred, as shown by the following evidence.
 1. Magic Lantern's phone number (905-827-2755) has a recording that states the number is no longer in use.
 2. Magic Lantern's fax number (905-827-2655) is also no longer in use.
 3. Magic Lantern's corporate website (www.magiclantern.ca) (see Ex. F) is no longer available on the Internet.
 4. Magic Lantern's stock has been delisted from the American Stock Exchange effective July 8, 2005 (see Exs. G and D) and the stock (last quoted at US\$0.08) is no longer actively traded (see Ex. E).
 5. Magic Lantern's most recent President and CEO, Robert A. Goddard, stated in a phone call on January 11, 2006 with Michael R. Puterbaugh (of Suarez) and John P. Murtaugh (of Pearne & Gordon LLP) that he is no longer a corporate officer and that the affairs of the company are being wound up and the pieces are being sold to try to achieve some value for shareholders (see Ex. H).

6. Mark Hill of Suarez on January 16, 2006 visited the last known business address of Magic Lantern at 1075 North Service Road West, Suite 27, Oakville, Ontario, L6M 2G2, CANADA, and observed that the suite, during normal business hours, was locked and unoccupied. At that time he asked a person who was going to work nearby, about the company. That person said that about two months ago he showed up to work at his business and Magic Lantern was gone. He described it as-- he was at work one day and Magic Lantern's people were there, acting as though nothing was unusual; the next day he showed up and they were gone; sort of a move in the middle of the night. See Ex. J.
5. The foregoing establishes that there has been "the winding-up or cessation of DEBTOR's business other than by reason of a sale, consolidation or merger". Furthermore, I note that one of the two Marks, that being U.S. Reg. No. 1937665, was cancelled by the U.S. Trademark Office on August 31, 2002. In my opinion this is a separate Event of Default under Sec. 2.2, which additionally defines an Event of Default to include "The expiration of DEBTOR's registrations for the Mark, if any, based on the applications set forth in Schedule A."
6. Sec. 4 of the Trademark Security Agreement states that "Upon notice from SECURED PARTY of the occurrence of a DEBTOR Event of Default, DEBTOR shall execute a written assignment of the Security to SECURED PARTY." Suarez did provide such notice to Magic Lantern Group, Inc.; on January 13, 2006 Suarez sent a notice letter to Magic Lantern at its last known business address; see Ex. H; on January 13, 2006 Suarez faxed a similar notice letter to Richard Siskind, the person believed to be most familiar with the affairs of Magic Lantern at that time; see Ex. H; on January 16, 2006, Suarez hand delivered a notice letter to the last known business address of Magic Lantern, see affidavit of Mark Hill attached as Ex. J. No response to any of these notice letters was received by Suarez. See Ex. H of Michael R. Puterbaugh attached hereto.
7. Based upon the foregoing, and based upon the provisions of the Trademark Security Agreement, it is my opinion that all of Magic Lantern Group, Inc.'s right, title and interest in and to the following trademark rights have been transferred to Suarez Corporation Industries, and that Suarez Corporation Industries is the lawful owner thereof, such trademark rights being: the trademark PRO-TOUR (the "Mark") in connection with goods in International Class 28 as described in the applications under U. S. Serial Nos. 74/337863 and 74/360892, and United States Trademark Registration Nos. 1937665 and 2068188, and the goodwill of the business symbolized by the Mark in connection with the trademark applications set forth above, limited, however, to that goodwill symbolized by use of the Mark in connection with goods in International Class 28.
8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the referenced trademark applications and registrations.



William G. Williams
Attorney-At-Law

January 25, 2006
Date

TRADEMARK LICENSE AGREEMENT

This Agreement is effective this 30th day of September, 1994, by and between STAGE II APPAREL CORP., a corporation organized under the laws of the State of New York ("LICENSOR"), with offices at 350 Fifth Avenue, Suite 901, New York, New York 10118, and SUAREZ CORPORATION INDUSTRIES, a corporation organized under the laws of the State of Ohio ("LICENSEE"), with offices at 7800 Whipple Avenue, N.W., North Canton, Ohio 44720 (the "License Agreement").

WITNESSETH:

WHEREAS, LICENSOR owns the trademark and applications set forth on the attached Schedule A (the "TRADEMARK") in the United States of America (hereinafter referred to as the "Territory") for use in connection with goods in International Class 28; and

WHEREAS, the use of the TRADEMARK by the LICENSEE in connection with golf balls and golf clubs (the "Licensed Products") would enhance the LICENSEE's ability to sell, promote and distribute the Licensed Products; and

WHEREAS, LICENSEE is desirous of using the TRADEMARK in the Territory in connection with the Licensed Products; and

WHEREAS, LICENSOR and LICENSEE have entered into a Settlement Agreement dated September 30, 1994, under which the parties agreed to execute this License Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. GRANT OF LICENSE

LICENSOR hereby grants to LICENSEE for the period of this Agreement an exclusive license to use the TRADEMARK in the Territory in connection with the manufacture, sale, promotion and distribution of the Licensed Products, and LICENSEE accepts the license subject to the following terms and conditions.

Exhibit A

2. LICENSOR'S NON-COMPETITION

For the term of this Agreement, LICENSOR shall not use the TRADEMARK, or any similar or related trademark or service mark, on or in connection with the Licensed Products.

3. ROYALTY PAYMENT

Upon execution of this License Agreement and the accompanying Trademark Security Agreement, LICENSEE shall pay to LICENSOR a one-time royalty payment of \$10,000.00.

4. QUALITY STANDARDS AND MAINTENANCE

4.1. LICENSEE agrees that all Licensed Products sold by LICENSEE under the TRADEMARK, and related packaging, advertising, and promotional materials, shall conform to the standards presently being followed by LICENSEE, which LICENSOR hereby approves. LICENSEE agrees to use its best efforts to maintain its present level of quality in connection with the manufacture, sale, distribution and promotion of the Licensed Products.

4.2. LICENSOR has the right, from time to time, to request and receive samples of the Licensed Products in order to determine that the quality standards are being met and to assure proper use of the TRADEMARK.

5. INFRINGEMENT

LICENSEE and LICENSOR shall promptly call to the attention of the other party the use of any trademark or service mark by any third party which it considers might constitute infringement or passing off of the TRADEMARK. LICENSEE and LICENSOR shall have the right and discretion to bring infringement or unfair competition proceedings involving the TRADEMARK. If LICENSEE brings such a proceeding, it shall do so in the name of LICENSOR and LICENSEE. The parties agree to cooperate fully in any infringement or unfair competition proceedings involving the TRADEMARK. All expenses shall be borne by the party which incurred them. All damages which may be recovered shall be split 60% to LICENSEE and 40% to LICENSOR after all expenses relating to such recovery are fully reimbursed.

6. TERM

This Agreement shall be effective from the date of its execution, and shall continue in force in perpetuity, unless sooner terminated as herein provided.

7. TERMINATION FOR CAUSE

7.1. LICENSOR shall have the right to terminate this Agreement and revoke the license hereby conferred pursuant to the following events:

(a) If the Licensed Products have not been manufactured, sold, distributed or promoted by LICENSEE with the TRADEMARK in accordance with the standards approved by LICENSOR for any period of six (6) consecutive months, or in cases of force majeure or circumstances beyond the control of the parties, for any period of twelve (12) consecutive months, during the term of this Agreement, or

(b) Any affirmative act of insolvency or bankruptcy by LICENSEE, or upon the appointment of any receiver or trustee to take possession of the properties of LICENSEE, or upon any sequestration by governmental authority of LICENSEE.

8. MAINTENANCE OF TRADEMARK REGISTRATIONS

LICENSEE, at its sole cost and expense, shall maintain the efficacy of the trademark registrations eventuating from the applications set forth in Schedule A hereto. LICENSEE shall obtain whatever signatures from LICENSOR are required to effectuate such end. LICENSOR will cooperate in all reasonable ways with LICENSEE to accomplish the purposes of this paragraph 8.

9. NOTICE

All notices to the parties hereby shall be deemed to have been duly given when sent by registered mail, return receipt requested, to such parties at the addresses hereinbelow indicated:

If to Suarez: Suarez Corporation Industries
7800 Whipple Avenue, N.W.
North Canton, Ohio 44720
Attn: Steven L. Baden, Esq., General Counsel

with copy to: Melvin Simensky, Esq.
Hall Dickler Kent Friedman & Wood
909 Third Avenue
New York, New York 10022-9998

If to Stage II: Stage II Apparel Corp.
350 Fifth Avenue, Suite 901
New York, New York 10118
Attn: Mr. Ira Weissman, Chief Operating Officer

with copy to: Daniel S. Wohlfarth, Esq.
Walker & Kapiloff
60 East 42nd Street
New York, New York 10165

or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

10. MISCELLANEOUS

10.1. Any waiver by LICENSOR or LICENSEE of a breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other condition hereof.

10.2. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, this shall not in and of itself nullify the remaining provisions of this Agreement unless LICENSOR and LICENSEE, in their discretion, mutually decide that such declaration adversely affects the original intent of the parties, or such determination is made by a court or tribunal of competent jurisdiction, in which event this Agreement will terminate thirty (30) days from written and mutually exchanged notices.

10.3. This Agreement shall not be deemed to constitute the parties a partnership, joint venture, association or any type of combination. This Agreement shall also not be deemed to constitute any party the agent of the other, or to authorize any party to incur any obligations on behalf of any other or to make on behalf of the other party any promises, warranties or representations.

10.4. This Agreement shall be deemed to have been made in the State of New York, and shall be governed by and construed in accordance with the laws of the State of New York, and the parties hereto submit to the jurisdiction of the Federal and State Courts of New York.

10.5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, parents, subsidiaries or otherwise related or affiliated company(s). Notwithstanding the foregoing, this Agreement shall not be assignable by either party without the prior written consent of the other.

10.6. The paragraph headings of this Agreement are for convenience only, and shall not be deemed to affect in any way the meaning of the provisions to which they refer.

10.7. This Agreement represents the entire agreement of the parties, and all prior assertions, understandings, warranties and representations are merged herein. It is a final integrated agreement which includes all the terms, conditions, and representations between the parties, and the parties make no warranty, covenants or agreements, express or implied, except those expressly set forth herein. This Agreement may be modified or amended only by a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

ATTEST:

SUAREZ CORPORATION INDUSTRIES

By: *Barbara Hausos*
Name: BARBARA HOUSOS
Title: GEN. ACCT. DEPT. MGR.

By: *Michael R. Giorgio*
Michael R. Giorgio
Treasurer

ATTEST:

STAGE II APPAREL CORP.

By: *Henry T. Wiener*
Name: Henry T. Wiener
Title: CO- President

By: *Ira Weissman*
~~Ira Weissman~~ Robert Plotkin
Chief Operating Officer President

SCHEDULE A

PRO-TOUR, as applied for registration in the United States Patent and Trademark Office under Serial No. 74/337863 for golf balls, and 74/360892 for golf clubs.

CORPORATE ACKNOWLEDGEMENT

UNITED STATES OF AMERICA)
STATE OF OHIO) ss.:
COUNTY OF Stark)

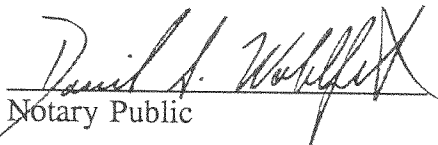
On this 21st day of September, 1994, before me personally came Michael R. Giorgio, to me known, who, being by me duly sworn, did depose and say that he resides in Cuyahoga Falls, Ohio; that he is the Treasurer of SUAREZ CORPORATION INDUSTRIES, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authorization and order of the board of directors.

Melody L. Salmer
Notary Public

CORPORATE ACKNOWLEDGEMENT

UNITED STATES OF AMERICA)
STATE OF NEW YORK) ss.:
COUNTY OF NEW YORK)

On this 30th day of September, 1994, before me personally came Robert Plotkin, to me known, who, being by me duly sworn, did depose and say that he resides in Matawan, New Jersey; that he is the President of STAGE II APPAREL CORP., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authorization and order of the board of directors.


Notary Public

DANIEL S. WOHLFARTH
Notary Public, State of New York
No. 31-4715209
Qualified in New York County
Commission Expires Sept. 30, 1996

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of September 30, 1994, by and between STAGE II APPAREL CORP. ("DEBTOR"), a corporation organized under the laws of the State of New York, with offices at 350 Fifth Avenue, Suite 901, New York, New York 10118, and SUAREZ CORPORATION INDUSTRIES ("SECURED PARTY"), a corporation organized under the laws of the State of Ohio, with offices at 7800 Whipple Avenue, N.W., North Canton, Ohio 44720, pursuant to the Trademark License Agreement dated September 30, 1994 between DEBTOR and SECURED PARTY (the "Trademark License Agreement").

1. Grant of Security Interest. DEBTOR hereby grants to SECURED PARTY and its successors and assigns a first priority security interest in the items set forth below (the "Security").

- 1.1. All of the right, title and interest of DEBTOR in and to the trademark PRO-TOUR (the "Mark") in connection with goods in International Class 28 as described in the applications under Serial No. 74/337863 and under Serial No. 74/360892, and said applications.
- 1.2. All of the right, title and interest of DEBTOR in and to any federal registrations for the Mark which may eventuate from the applications listed on Schedule A hereto.
- 1.3. All of the right, title and interest of DEBTOR in the goodwill of the business symbolized by the Mark in connection with the trademark applications set forth in Schedule A, limited, however, to that goodwill symbolized by use of the Mark in connection with goods in International Class 28.

2. DEBTOR Event of Default. DEBTOR will be in default under the Trademark License Agreement upon the occurrence of any of the following events (a "DEBTOR Event of Default"):

- 2.1. Any affirmative act of insolvency or bankruptcy by DEBTOR, or the appointment of any receiver, trustee or liquidator to take possession of the properties of DEBTOR, or any assignment or transfers for the benefit of or in trust for DEBTOR's creditors or any of the equivalents under federal or state law, or the winding-up or cessation of DEBTOR's business other than by reason of a sale, consolidation or merger; or

Exhibit B

2.2. The expiration of DEBTOR's registrations for the Mark, if any, based on the applications set forth in Schedule A.

3. Further Documents. DEBTOR hereby agrees to execute and deliver to SECURED PARTY all such financing statements and other instruments as SECURED PARTY shall reasonably request to better perfect, protect, evidence, renew and/or continue the security interest in the Security and/or to effectuate the purposes and intents of this Agreement, and SECURED PARTY shall have the right to file, register and/or record the same at its sole cost and expense under (i) the Uniform Commercial Code, and all similar applicable laws as in effect in the State of New York, and all such other states in which SECURED PARTY determines that such filing, registration and/or recordation may be required, and (ii) the rules and regulations of the United States Patent and Trademark Office. If DEBTOR fails to sign any such document within a reasonable time of a request to do so, DEBTOR hereby irrevocably appoints SECURED PARTY its attorney-in-fact to sign any such document for DEBTOR, and agrees that such appointment constitutes a power coupled with an interest, and is irrevocable throughout the term of the Trademark License Agreement.

4. Agreement to Assign Security. Upon notice from SECURED PARTY of the occurrence of a DEBTOR Event of Default, DEBTOR shall execute a written assignment of the Security to SECURED PARTY. Upon the occurrence of such a DEBTOR Event of Default, SECURED PARTY shall have, in addition to all other rights and remedies granted by this Agreement, those allowed by law and the rights and remedies enacted in any of the jurisdictions in which the TRADEMARK may be located, subject, however, to the provisions of the parties' Trademark License Agreement.

5. Covenants.

5.1. DEBTOR agrees not to abandon any of its rights relating to the Security for the term of this Agreement.


5.2. DEBTOR agrees (i) to maintain any and all rights held by DEBTOR relating to the applications set forth in Schedule A, and any registrations resulting therefrom, at the sole cost and expense of SECURED PARTY; and (ii) to permit SECURED PARTY, in the event DEBTOR does not take such action required to maintain its rights in such registrations and applications, to take such action (including, but not limited to bringing any action, suit or proceeding that SECURED PARTY deems advisable to defend, protect or enforce such rights) on its own behalf and on behalf of DEBTOR.


5.3. DEBTOR agrees that it will not enter into any agreement (for example, a license agreement) which is inconsistent with DEBTOR's obligations under this Agreement, without SECURED PARTY's prior written consent.

IN WITNESS WHEREOF, each of DEBTOR and SECURED PARTY have caused this Agreement to be signed by its officer(s) thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer as of this September __, 1994.

ATTEST:


SUAREZ CORPORATION INDUSTRIES

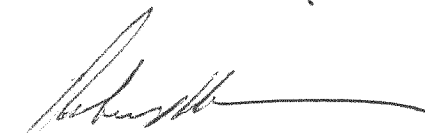
By: 
Name: BARBARA HOUSOS
Title: GEN. ACCT. DEPT. MGR.

By: 
Michael R. Giorgio
Treasurer

ATTEST:

STAGE II APPAREL CORP.

By: 
Name: Henry T. Wiener
Title: Vice-President

By: 
~~Ira Weissman~~ Robert Plotkin
~~Chief Operating Officer~~ President

CORPORATE ACKNOWLEDGEMENT

UNITED STATES OF AMERICA)
STATE OF NEW YORK) ss.:
COUNTY OF NEW YORK)

On this 30th day of September, 1994, before me personally came Robert Plotkin, to me known, who, being by me duly sworn, did depose and say that he resides in Matawan, New Jersey; that he is the President of STAGE II APPAREL CORP., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authorization and order of the board of directors.


Notary Public

DANIEL S. WOHLFARTH
Notary Public, State of New York
No. 31-4715209
Qualified in New York County
Commission Expires Sept. 30, 1996

CORPORATE ACKNOWLEDGEMENT

UNITED STATES OF AMERICA)
STATE OF OHIO) ss.:
COUNTY OF Stark)

On this 29th day of September, 1994, before me personally came Michael R. Giorgio, to me known, who, being by me duly sworn, did depose and say that he resides in Cuyahoga Falls, Ohio; that he is the Treasurer of SUAREZ CORPORATION INDUSTRIES, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authorization and order of the board of directors.

Melody L. Dalman
Notary Public

SCHEDULE A

Trademark Applications

U.S. Trademark Applications

<u>Mark</u>	<u>Goods</u>	<u>Serial Number</u>
PRO-TOUR	Golf Balls	No. 74/337863
PRO-TOUR	Golf Clubs	No. 74/360892



U.S. Securities and Exchange Commission

MAGIC LANTERN GROUP INC (0000811933)

SIC: 8200 - Services-Educational Services
 State location: A6 | State of Inc.: NY | Fiscal Year End: 1231
 formerly: JKC GROUP INC (filings through 2002-12-18)
 formerly: STAGE II APPAREL CORP (filings through 2002-04-30)

To limit filing results, enter form type or date (as 2002/05/23).

Business Address
 1075 NORTH SERVICE ROAD WEST
 SUITE 27
 OAKVILLE A6 L6M 2G2
 905-827-2755 X454

Mailing Address
 1075 NORTH SERVICE ROAD WEST
 SUITE 27
 OAKVILLE A6 L6M 2G2

Form Type

Prior to

Ownership? Include Exclude Only

40 Entries

Key to Descriptions

[Paper] Paper filings are available by film number from the SEC Public Reference Room.

[Cover] Filing contains an SEC-released cover letter or correspondence.

Items 1 - 40

Form	Formats	Description	Filing Date	File Number
8-K	[html][text] 15 KB	Current report, item 3.01	2005-06-16	001-09738
8-K	[html][text] 24 KB	Current report, items 3.01, 5.02, and 9.01	2005-06-02	001-09738
8-K	[html][text] 26 KB	Current report, items 3.01 and 9.01	2005-05-05	001-09738
10-K	[html][text] 666 KB	Annual report [Section 13 and 15(d), not S-K Item 405]	2005-04-26	001-09738
8-K	[html][text] 21 KB	Current report, items 5.02 and 9.01	2005-04-14	001-09738
8-K	[html][text] 20 KB	Current report, items 5.02 and 9.01	2005-04-06	001-09738
NT 10-K	[html][text] 10 KB	Notification of inability to timely file Form 10-K 405, 10-K, 10-KSB 405, 10-KSB, 10-KT, or 10-KT405	2005-04-01	001-09738
8-K	[html][text] 25 KB	Current report, items 4.01 and 9.01	2005-03-04	001-09738
424B3	[html][text] 129 KB	Prospectus [Rule 424(b)(3)]	2005-02-24	333-119013
POS AM	[html][text] 215 KB	Post-Effective amendments for registration statement	2005-02-22	333-119013
S-3/A	[html][text] 215 KB	[Amend] Registration statement under Securities Act of 1933	2005-02-11	333-119013
8-K	[html][text] 93 KB	Current report, items 1.01 and 1.02	2005-02-11	001-09738
3	[html][text] 4 KB	Initial statement of beneficial ownership of securities	2005-02-04	
8-K	[html][text] 22 KB	Current report, items 5.02 and 9.01	2005-01-26	001-09738
8-K	[html][text] 22 KB	Current report, items 4.01 and 9.01	2005-01-24	001-09738
8-K	[html][text] 204 KB	Current report, items 1.01, 3.02, and 9.01	2005-01-10	001-09738

Exhibit C.

TRADEMARK

8-K	[html][text] KB	15	Current report, item 3.02	2005-01-03	<u>001-09738</u>
8-K	[html][text] KB	17	Current report, item 3.02	2004-12-23	<u>001-09738</u>
8-K	[html][text] 890 KB		Current report, items 1.01, 2.04, and 9.01	2004-12-16	<u>001-09738</u>
8-K	[html][text] KB	23	Current report, items 5.02 and 9.01	2004-12-03	<u>001-09738</u>
10-Q	[html][text] 293 KB		Quarterly report [Sections 13 or 15(d)]	2004-11-15	<u>001-09738</u>
8-K	[html][text] KB	13	Current report, item 5.02	2004-11-12	<u>001-09738</u>
S-3	[html][text] 159 KB		Registration statement under Securities Act of 1933	2004-09-15	<u>333-119013</u>
10-Q	[html][text] 215 KB		Quarterly report [Sections 13 or 15(d)]	2004-08-23	<u>001-09738</u>
NT 10-Q	[html][text] KB	10	Notification of inability to timely file Form 10-Q or 10-QSB	2004-08-16	<u>001-09738</u>
S-3/A	[html][text] 213 KB		[Amend] Registration statement under Securities Act of 1933	2004-07-20	<u>333-116147</u>
3	[html][text] KB	4	Initial statement of beneficial ownership of securities	2004-07-20	
S-3/A	[html][text] 187 KB		[Amend] Registration statement under Securities Act of 1933	2004-07-12	<u>333-116147</u>
S-3	[html][text] 185 KB		Registration statement under Securities Act of 1933	2004-06-03	<u>333-116147</u>
10-K/A	[html][text] 717 KB		[Amend] Annual report [Section 13 and 15(d), not S-K Item 405]	2004-06-02	<u>001-09738</u>
10-Q	[html][text] 187 KB		Quarterly report [Sections 13 or 15(d)]	2004-05-24	<u>001-09738</u>
NT 10-Q	[html][text] KB	11	Notification of inability to timely file Form 10-Q or 10-QSB	2004-05-17	<u>001-09738</u>
10-K/A	[html][text] 488 KB		[Amend] Annual report [Section 13 and 15(d), not S-K Item 405]	2004-05-17	<u>001-09738</u>
8-K	[html][text] 500 KB		Current report, items 5 and 7	2004-05-07	<u>001-09738</u>
DEF 14A	[html][text] 127 KB		Other definitive proxy statements	2004-04-29	<u>001-09738</u>
10-K	[html][text] 650 KB		Annual report [Section 13 and 15(d), not S-K Item 405]	2004-04-14	<u>001-09738</u>
NT 10-K	[html][text] KB	11	Notification of inability to timely file Form 10-K 405, 10-K, 10-KSB 405, 10-KSB, 10-KT, or 10-KT405	2004-03-30	<u>001-09738</u>
8-K	[html][text] 147 KB		Current report, items 5 and 7	2003-12-11	<u>001-09738</u>
SC 13D	[html][text] KB	36	General statement of acquisition of beneficial ownership	2003-12-02	<u>005-46622</u>
10-Q	[html][text] 190 KB		Quarterly report [Sections 13 or 15(d)]	2003-11-14	<u>001-09738</u>

Next 40

<http://www.sec.gov/cgi-bin/browse-edgar>

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Modified:03/12/2002



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U.S. Securities and Exchange Commission

Securities Exchange Act of 1934 Release No. 51986 / July 7, 2005

An order has been issued granting the application of the American Stock Exchange LLC to strike from listing and registration the common stock, \$.01 par value, of Magic Lantern Group, Inc., effective at the opening of business on July 8, 2005.

<http://www.sec.gov/rules/delist/34-51986.htm>

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Modified: 07/13/2005

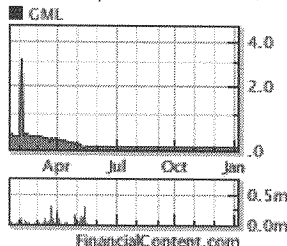
Exhibit D

the Company's third-generation digital streaming management and indexing technology, VideoBase™. This proprietary technology has been in use by Magic Lantern Group subsidiary, Sonoptic Technologies, for more than a decade.

Statements included within our site that are not historical in nature constitute forward-looking statements for the purposes of the safe harbor provided by the Private Securities Litigation Reform Act of 1995. Users of our site are cautioned that any information on this contains certain such forward-looking statements that involve substantial risks and uncertainties. When used, the words "anticipate," "believe," "estimate," "expect," and similar expressions as they relate to any company or its management are intended to identify such forward-looking statements. Each company's actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward looking statements. Further management discussion of risks and uncertainties can be found in each company's quarterly filing with the Securities Exchange Commission and other periodic filings.

**Basic Quote -- Magic Lantern Group, Inc.
(AMEX: GML)**

Symbol	Last Price	Change	% Change		
GML	\$ 0.08	0.00	0.00%	09.22.05	3:00 AM EDT
				Volume	0
				Open	\$0.00
				High	\$0.08
				Low	\$0.08
				52 Week Low	\$0.06
				52 Week High	\$3.10



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Exhibit E.

Magic Lantern Group, Inc. (OTC:GMLI)
Sector: Services
Industry: Schools
Website: <http://www.magiclantern.ca/>

Magic Lantern Group, Inc. (Magic Lantern) is a Canadian distributor of educational and learning content in video and other electronic formats. Magic Lantern has distribution rights to over 300 film producers representing over 13,000 titles, and its customers include over 9,000 English-speaking schools in Canada. Its library includes content from numerous producers, including Disney Educational, Annenberg/CPB and CTV Television. Tutorbuddy Inc., a 100%-owned subsidiary of Magic Lantern, is an Internet-enabled provider of content and related educational services on demand to students, teachers and parents. Sonoptic Technologies Inc., a 75%-owned subsidiary of Magic Lantern, provides digital video encoding services and has developed the VideoBase indexing software that allows users to aggregate, bookmark, re-sort and add their own comment boxes to existing content. Video sales accounted for approximately 82% of Magic Lantern's net sales during the year ended December 31, 2004.

BRIEF: Magic Lantern Group, Inc. is a global distributor of learning videos, serving more than 10,000 schools, libraries and social agencies in North American and international markets. For the fiscal year ended 12/31/04, revenues decreased 4% to \$2.8M. Net loss totaled \$15.9M, up from \$2.3M. Revenues reflect the elimination of the Company's British Columbia based dubbing operations. Net loss reflects a \$3M impairment charge.

Magic Lantern Group, Inc.
1075 North Service Road West
Suite 27
Oakville, ON L6M 2G2
Canada

Phone: 1-905-8272755
Contact Title: Director of Investor Relations
Contact Phone: 1-905-8272755
E-mail: ir@magiclantern.ca

Website: <http://www.magiclantern.ca/>
News: <http://www.magiclantern.ca/press.asp>
History: <http://www.magiclantern.ca/about.asp>
Service: <http://www.magiclantern.ca/products.asp>

Employees: 43
Officers: Encarnacao, Stephen, Interim Chairman of the Board
Goddard, Robert A., Chief Executive Officer
Carlucci, Ronald, Chief Financial Officer
Abrams, Greg, President, Sonoptic Technologies, Inc.
Lorenz, Jeff, Executive Vice President of Global Sales and Marketing

Exhibit F

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15 (d) of the
Securities Exchange Act of 1934

June 10, 2005

Date of report (Date of earliest event reported)

Magic Lantern Group, Inc.

(Exact name of registrant as specified in its charter)

<u>NEW YORK</u>	<u>1-9738</u>	<u>13-3016967</u>
(State or other jurisdiction of incorporation or organization)	(Commission file number)	(IRS Employer Identification No.)

1075 North Service Road West, Suite 27, Oakville, Ontario L6M 2G2

(Address of Principal Executive Offices)

Registrant's telephone number, including area code: (905) 827-2755

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Exhibit G

ITEM 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing

On June 10, 2005, Magic Lantern Group, Inc. received notice from The American Stock Exchange ("AMEX") indicating that our plan of compliance, which was timely filed with the AMEX on June 7, 2005, did not make a reasonable demonstration of our ability to regain compliance with the continued listing requirements of AMEX. The AMEX noted that we have failed to satisfy certain continued listing standards. Specifically, we are not in compliance with: (1) Section 1003(a)(i) of the AMEX Company Guide, in that our stockholders' equity is less than \$2 million and we have sustained losses from continuing operations and/or net losses in two of our three most recent fiscal years; (2) Section 1003(a)(ii) of the AMEX Company Guide, in that our stockholders' equity is less than \$4 million and we have sustained losses from continuing operations and/or net losses in three of our four most recent fiscal years; (3) Section 1003(a)(iii) of the AMEX Company Guide, in that our stockholders' equity is less than \$6 million and we have sustained losses from continuing operations and/or net losses in our five most recent fiscal years; and (4) Section 1003(a)(iv) of the AMEX Company Guide, in that we have sustained losses that are so substantial in relation to our overall operations or our existing financial resources, or our financial condition has become so impaired that it appears questionable, in the opinion of AMEX, as to whether or not we will be able to continue operations and/or meet our obligations as they mature. In addition, AMEX noted that we are not in compliance with Section 301 of the AMEX Company Guide in that we failed to make a timely application to list additional shares of our common stock and we issued shares of our common stock without first obtaining AMEX's approval. In addition we are not in compliance with Sections 134 and 1101 requiring timely SEC reporting, Section 121(B)(2) which requires us to maintain an audit committee of at least three independent directors and Section 806 which requires that the CEO's compensation be determined by a compensation committee comprised solely of independent directors or by a majority of the independent directors on the Board. As a result of the foregoing, AMEX has initiated a delisting proceeding.

* * *

SIGNATURES

Pursuant to the requirements of the Securities Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MAGIC LANTERN GROUP, INC.

Date: June 16, 2005

By: /s/ Robert A. Goddard
Robert A. Goddard
President & CEO

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Reg. No.: 2068188

Reg. Date: June 10, 1997

Mark: PRO-TOUR

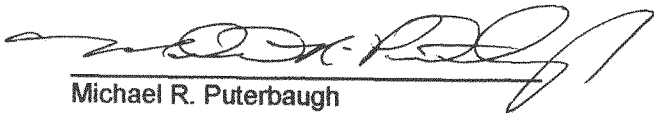
AFFIDAVIT OF MICHAEL R. PUTERBAUGH

STATE OF OHIO)
) ss.
COUNTY OF STARK)

Michael R. Puterbaugh, being first duly sworn according to law, deposes and states as follows:

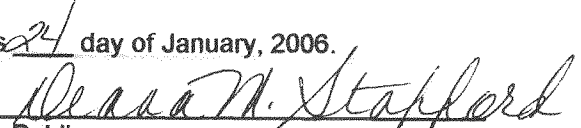
1. I am over eighteen (18) years of age. My business address is Suarez Corporation Industries, 7800 Whipple Avenue, NW, North Canton, OH 44720. I am an attorney-at-law and am admitted to practice before the Supreme Court of the State of Ohio (date of admission: May, 1989), Ohio Bar Registration No. 0041568, and I am currently licensed to practice law in the state of Ohio.
2. On January 11, 2006 I participated in a telephone call with Robert A. Goddard, formerly President and CEO of Magic Lantern Group, Inc., and John P. Murtaugh of Pearne & Gordon LLP. During the telephone call, Mr. Goddard stated that he is no longer a corporate officer of Magic Lantern Group, Inc. and that the affairs of Magic Lantern are being wound up and the pieces are being sold to try to achieve some value for shareholders.
3. On January 13, 2006 Suarez Corporation Industries sent via UPS Prepaid Express Delivery a notice letter, copy attached, to Magic Lantern at its last known business address and on the same day faxed a similar notice letter, copy attached, to Richard Siskind, the person believed to be most familiar with the affairs of Magic Lantern at that time. As of 2PM on Tuesday, January 24, 2006, no response to any of these notice letters or to the notice letter hand delivered by Mark Hill on January 16, 2006, was received by Suarez, except that the letter sent via UPS was returned on January 24, 2006 to Suarez marked "Return To Shipper" with no further explanation.

Further affiant sayeth naught.


Michael R. Puterbaugh

Sworn to before me and subscribed in my presence this 24 day of January, 2006.

(Notarial Seal)


Notary Public

My Commission Expires: _____



DEANA M. STAFFORD
Notary Public, State of Ohio
My Commission Expires July 31, 2006

Exhibit H
(Pages H1-H4)
H1

SCI

SUAREZ CORPORATION INDUSTRIES

"A reliable company for 37 years"

*The company
that customers
built.*

7800 WHIPPLE AVE. N.W.
N. CANTON, OH 44720
(330) 494-5504

Benjamin D. Suarez
*Corporate President
and Chief Executive Officer*
Michael R. Giorgio
*General Manager
and Chief Financial Officer*

MANAGEMENT

Timothy Ditty
*Executive Director of
Sales & Research, Pro Tour Golf
and Pro Golf Products Industry,
and National Anglers Association
and Golf Recreators, Suarez Success
Magazine, AutoTrek, Ruben
and Company Club*
Paul Klingaman
*Executive Director of
U.S. Commemorative Goods,
Antique and Fine Jewellers
and National Home Shopping
and
National Telecommunications*
Lorraine Kamp
Director of Media Services
Julianne Dalayans
Director of Human Resources
Thomas Betts
*Director of Research and Development
and Strategic Analysis*
Michael Schumacher
Director of Computer Operations
Douglas Heck
Director of Operations
Steven Hamrock
Director of Customer Service
Scott Mudra
Director of Decision Science
Manoel Goldsmith
Director of Quality Production
Charles Stewart
*Director of Corporate
Purchasing Merchandising*
Mark Collins
Director of Education
Barbara Housos
Accounting Manager
Jane Hetrick
Quality Control Manager
Jerome Pruett
National Retail Sales Manager
Mark Hill
*Director of Security and Asset
Protection*

January 13, 2006

Magic Lantern Group, Inc.
Attn: Chief Executive Officer or President or Other Authorized Official
1075 N. Service Rd. W., Suite 27
Oakville, Ontario L6M 2G2
CANADA

Dear Sir:

Attached as Exhibit A is a Trademark License Agreement dated September 30, 1994 between Stage II Apparel Corp. and Suarez Corporation Industries pursuant to which Stage II licensed U.S. Trademark Registration Nos. 1937665 and 2068188 to Suarez. Attached as Exhibit B is a Trademark Security Agreement dated September 30, 1994 between Stage II Apparel Corp. and Suarez Corporation Industries pursuant to which Stage II granted a security interest in the two trademarks to Suarez. Subsequently, Stage II Apparel Corp. changed its name to JKC Group, Inc. which changed its name to Magic Lantern Group, Inc.

Sec. 2 of the Trademark Security Agreement defines a Debtor Event of Default as including "2.1...the winding-up or cessation of DEBTOR's business other than by reason of a sale, consolidation or merger; or 2.2 The expiration of DEBTOR's registrations for the Mark, if any, based on the applications set forth in Schedule A." A Debtor Event of Default by way of "the winding-up or cessation of DEBTOR's business other than by reason of a sale, consolidation or merger" has now occurred, as shown by the following evidence.

1. Magic Lantern's phone number (905-827-2755) rings with a continuous busy signal and is no longer answered.
2. Magic Lantern's fax number (905-827-2655) rings with a continuous busy signal and is no longer answered.
3. Magic Lantern's corporate website (www.magiclantern.ca) is no longer available on the Internet.
4. Magic Lantern's stock has been delisted from the American Stock Exchange effective July 8, 2005 and the stock (last quoted at US\$0.08) is no longer actively traded.
5. Magic Lantern's most recent President and CEO, Robert A. Goddard, stated in a phone call on January 11, 2006 with the undersigned and John P. Murtaugh of Pearne & Gordon LLP that he is no longer a corporate officer and that the affairs of the company are being wound up and the pieces are being sold to try to achieve some value for shareholders.

The foregoing establishes that there has been "the winding-up or cessation of DEBTOR's business other than by reason of a sale, consolidation or merger". Furthermore, it is noted that one of the two Marks, that being U.S. Reg. No. 1937665, was cancelled by the U.S. Trademark Office on August 31, 2002. It is believed that this is a separate Event of Default under Sec. 2.2, which additionally defines an Event of Default to include "The expiration of DEBTOR's

registrations for the Mark, if any, based on the applications set forth in Schedule A.

Based on the foregoing Events of Default, Suarez Corporation Industries hereby gives formal notice to Magic Lantern Group, Inc. of the occurrence of a DEBTOR Event of Default under the Trademark Security Agreement. Sec. 4 of the Trademark Security Agreement states that upon such notice, Debtor shall execute a written assignment of the Security to Suarez. Sec. 1 of the Trademark Security Agreement states that the Security is the Mark and the federal registrations and the goodwill therefore. Accordingly, please find enclosed an appropriate assignment document as per the Trademark Security Agreement. Please execute it and return it (within five (5) business days of your receipt of this letter) to the undersigned via fax (to 330-490-2861) or scanned and via email (to mputerbaugh@suarez.com), and send the hard copy to the undersigned via regular mail. If the undersigned does not hear anything from you within five (5) business days of your receipt of this letter, we will assume that you are refusing to execute the assignment document. If you have questions about this communication, please contact the undersigned.

Very truly yours,



Michael R. Puterbaugh
Corporate Counsel

Encls.

SCI

SUAREZ CORPORATION INDUSTRIES

"A reliable company for 37 years"

*The company
that customers
built.*

7800 WHIPPLE AVE. N.W.
N. CANTON, OH 44720
(330) 494-5504

Benjamin D. Suarez
*Corporate President
and Chief Executive Officer*

Michael R. Giorgio
*General Manager
and Chief Financial Officer*

MANAGEMENT

Timothy Ditty
*Executive Director of:
BioTech Research, Pro Tour Golf,
Success Products Industry,
NAA-National Anglers Association,
Heard Golf Academy, Suarez Success
Institute, AutoTrek, Ryben
and CompuClub*

Paul Klingaman
*Executive Director of:
GMI, U.S. Commemorative Gallery,
Lindentwold Fine Jewelers,
International Home Shopping
and
International Telecommunications*

Lorraine Kamp
Director of Media Services

Julianne Dalayanis
Director of Human Resources

Thomas Betts
*Director of Research and Development
and Strategy Analysis*

Michael Schumacher
Director of Computer Operations

Douglas Heck
Director of Operations

Steven Hamrock
Director of Customer Service

Scott Mudra
Director of Decision Science

Michelle Goldsmith
Director of Creative Production

Charles Stewart
*Director of Corporate
Purchasing/Merchandising*

Mark Collins
Director of Education

Barbara Housos
Accounting Manager

Jane Hetrick
Quality Control Manager

Jerome Pruett
National Retail Sales Manager

Mark Hill
*Director of Security and Asset
Protection*

January 13, 2006

Richard Siskind
1385 Broadway, 24th Floor
New York NY 10018


Re: Magic Lantern Group, Inc.

Via Fax 212-840-8333
Total transmission - 18 pages

Dear Mr. Siskind:

We understand that you are familiar with and/or are involved in the affairs of Magic Lantern Group, Inc. We are accordingly enclosing for you a copy of our letter (with attachments) being sent today to Magic Lantern Group, Inc. If you or someone you know or are able to contact is able to execute the assignment document enclosed therein, please execute it and return it (within five (5) business days of your receipt of this letter) to the undersigned via fax (to 330-490-2861) or scanned and via email (to mputerbaugh@suarez.com), and send the hard copy to the undersigned via regular mail. If the undersigned does not hear anything from you within five (5) business days of your receipt of this letter, we will assume that you are unable to or are refusing to execute the assignment document.

Very truly yours,



Michael R. Puterbaugh
Corporate Counsel

Encl

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Reg. No.: 2068188

Reg. Date: June 10, 1997

Mark: PRO-TOUR

AFFIDAVIT OF MARK HILL

STATE OF OHIO)
) ss.
COUNTY OF STARK)

Mark Hill, being first duly sworn according to law, deposes and states as follows:

1. I am over eighteen (18) years of age. My business address is Suarez Corporation Industries, 7800 Whipple Avenue, NW, North Canton, OH 44720.
2. On January 16, 2006 I visited the last known business address of Magic Lantern Group, Inc. at 1075 North Service Road West, Suite 27, Oakville, Ontario, L6M 2G2, CANADA, and observed that the suite, during normal business hours, was locked and unoccupied. At that time I asked a person who was going to work nearby, about the company Magic Lantern. That person said that about two months ago he showed up to work at his business and Magic Lantern was gone. He described it as--- he was at work one day and Magic Lantern's people were there, acting as though nothing was unusual; the next day he showed up and they were gone; sort of a move in the middle of the night.
3. On January 16, 2006, when I visited the last known business address of Magic Lantern at 1075 North Service Road West, Suite 27, Oakville, Ontario, L6M 2G2, CANADA, I hand delivered by slipping under the door a notice letter dated January 13, 2006 from Suarez to Magic Lantern, a copy of which is attached hereto.

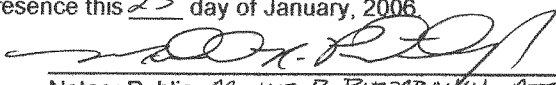
Further affiant sayeth naught.



Mark Hill

Sworn to before me and subscribed in my presence this 23 day of January, 2006

(Notarial Seal)



Notary Public MICHAEL R. PETERBAUGH, ATTORNEY

My Commission Expires: HQS NO EXPIRATION.

Exhibit J
(Pages J1-J3)
J1

TRADEMARK
REEL: 003234 FRAME: 0031

SCI

SUAREZ CORPORATION INDUSTRIES

"A reliable company for 37 years"

*The company
that customers
built.*

7800 WHIPPLE AVE. N.W.
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MANAGEMENT

Timothy Ditty

Director of
*Research, Pro-Tour Golf,
Pro-Cross Producers Industry,
AAA National Anglers Association,
Pro-USA Publishing, Suarez Success
Magazine, AstroTrek, Ruben
and CompuClub*

Paul Klingaman

Executive Director of
*U.S. Commemorative Galleries,
National Fine Jewelers
and National Home Shopping
and
National Telecommunications*

Lorraine Kamp

Director of Media Services

Julianne Dalavamis

Director of Human Resources

Thomas Betts

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Michael Schumacher

Director of Computer Operations

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*Director of Corporate
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Mark Collins

Director of Education

Barbara Housos

Accounting Manager

Jane Hetrick

Quality Control Manager

Jerome Pruett

National Retail Sales Manager

Mark Hill

*Director of Security and Asset
Protection*

January 13, 2006

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1075 N. Service Rd. W., Suite 27

Oakville, Ontario L6M 2G2

CANADA

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Very truly yours,



Michael R. Puterbaugh
Corporate Counsel

Encls.