

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment and Conversion - Change of Name and Structure		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATI Technologies Inc.		10/25/2006	CORPORATION: ALBERTA
RECEIVING PARTY DATA			
Name:	ATI Technologies ULC		
Street Address:	3300, 421 7 Avenue SW		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T2P 4K9		
Entity Type:	Unlimited Liability Corporation: ALBERTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2349751	HYDRAVISION	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)-554-8000		
Email:	bscrimenti@pattishall.com, kep@pattishall.com		
Correspondent Name:	Belinda J. Scrimenti, Esq.		
Address Line 1:	311 South Wacker Drive, Suite 5000		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	444-000-00636		
DOMESTIC REPRESENTATIVE			
Name:	Raymond I. Geraldson, Jr., Esq.		
Address Line 1:	311 South Wacker Drive, Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$40.00 2349751

NAME OF SUBMITTER:	Belinda J. Scrimenti
Signature:	/Belinda J. Scrimenti/
Date:	05/24/2007

Total Attachments: 15

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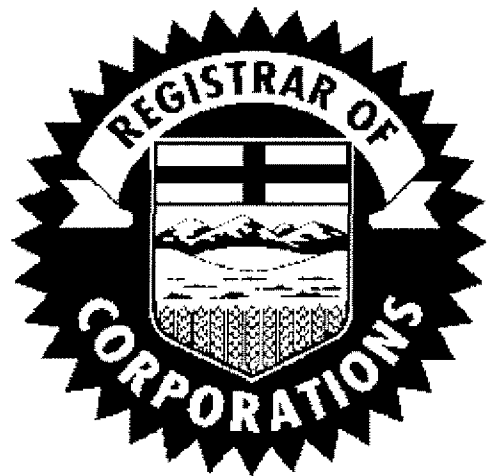
CORPORATE ACCESS NUMBER: 2012770950

Alberta

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

**ATI TECHNOLOGIES ULC
AMENDED ITS ARTICLES ON 2006/10/25.**



10/25/2006

**TRADEMARK
REEL: 003548 FRAME: 0509**

Name/Structure Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2006/10/25

Service Request Number: 9274394

Corporate Access Number: 2012770950

Legal Entity Name: ATI TECHNOLOGIES INC.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

New Legal Entity Name: ATI TECHNOLOGIES ULC

New French Equivalent Name:

Nuans Number: 87971700

Nuans Date: 2006/10/13

French Nuans Number:

French Nuans Date:

Share Structure: THE AUTHORIZED CAPITAL OF THE CORPORATION SHALL CONSIST OF AN UNLIMITED NUMBER OF COMMON SHARES WITHOUT NOMINAL OR PAR VALUE.

Share Transfers Restrictions: NO SHARE OF THE CORPORATION MAY BE TRANSFERRED UNLESS ITS TRANSFER COMPLIES WITH THE RESTRICTION ON THE TRANSFER OF SECURITIES SET OUT IN THE SCHEDULE RE OTHER PROVISIONS TO THESE ARTICLES.

Number of Directors:

Min Number Of Directors: 1

Max Number Of Directors: 15

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: THE ATTACHED SCHEDULE RE OTHER PROVISIONS IS INCORPORATED INTO THIS FORM.

BCA Section/Subsection: 173(1)(A)(M.1)

10/25/2006

**Professional
Endorsement
Provided:
Future Dating
Required:**

Annual Return

No Records returned

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2006/10/25
Letter of Approval	10000801000358438	2006/10/25
Other Rules or Provisions	ELECTRONIC	2006/10/25

**Registration Authorized By: AUTUMN D. HOWELL
SOLICITOR**

10/25/2006

**TRADEMARK
REEL: 003548 FRAME: 0511**

Name/Structure Change Alberta Corporation - Pre-Registration Confirmation Report

Service Request Number: 9274394

Corporate Access Number: 2012770950

Legal Entity Name: ATI TECHNOLOGIES INC.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

New Legal Entity Name: ATI TECHNOLOGIES ULC

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Nuans Number: 87971700

Nuans Date: 2006/10/13

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BCA Section/Subsection: 173(1)(A)(M.1)

Professional Endorsement

10/25/2006

**Provided:
Future Dating
Required:**

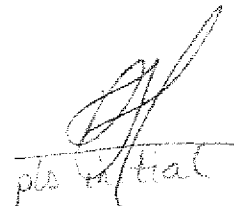
Annual Return

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Other Rules or Provisions	ELECTRONIC	2006/10/25

**Registration Authorized By: AUTUMN D. HOWELL
SOLICITOR**



Handwritten signature and initials
The signature is a stylized cursive 'AH' written over a horizontal line. Below the line, the words 'pls initial' are written in a cursive script.

10/25/2006

SCHEDULE RE OTHER PROVISIONS

1. The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at expiration of the last annual meeting.

2. No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of:

(a) the board of directors of the Corporation, expressed by a resolution duly passed at a meeting of the directors;

(b) a majority of the directors of the Corporation, expressed by an instrument or instruments in writing signed by such directors;

(c) the holders of the voting shares of the Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares;
or

(d) the holders of the voting shares of the Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.

3. Meetings of Shareholders may be held outside of Alberta.

4. The liability of each of the shareholders of the Unlimited Liability Corporation for any liability, act or default of the Unlimited Liability Corporation is unlimited in extent and joint and several in nature.

#1544878 v. 1*

10/25/2006

TRADEMARK
REEL: 003548 FRAME: 0514

Articles Of Amendment

Business Corporations Act
Sections 29 or 177

1. Name of Corporation	2. Corporate Access Number
ATI TECHNOLOGIES INC.	2012770950

1. The Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* (Alberta) by deleting the name "ATI Technologies Inc." and substituting therefor the name "ATI TECHNOLOGIES ULC".
2. The Articles of the above named corporation are amended in accordance with Section (173)(1)(m.1) of the *Business Corporations Act* (Alberta) to convert the above named corporation to an Unlimited Liability Corporation by adding to the Schedule Re Other Provisions the following paragraph:

"The liability of each of the shareholders of the Unlimited Liability Corporation for any liability, act or default of the Unlimited Liability Corporation is unlimited in extent and joint and several in nature."
3. Accordingly the Schedule Re Other Provisions, as amended and restated, shall read as set out in the attached Schedule Re Other Provisions.

FILED
Oct. 25, 2006
 McCarthy Tétrault LLP
 Per: *JM*

Faina Medzonsky

Name of Person Authorizing (please print)

Faina Medzonsky
 Signature

Assistant Secretary

Title (please print)

October 25, 2006

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, 3rd Floor, Commerce Place, 10155 - 102 Street, Edmonton, Alberta T5J 4L4, (780) 422-7330

REG 3054 (99/01)

200350-376474
 CAL_DOCS #1544875 v. 1

SCHEDULE RE OTHER PROVISIONS

1. The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at expiration of the last annual meeting.
2. No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of:
 - (a) the board of directors of the Corporation, expressed by a resolution duly passed at a meeting of the directors;
 - (b) a majority of the directors of the Corporation, expressed by an instrument or instruments in writing signed by such directors;
 - (c) the holders of the voting shares of the Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares; or
 - (d) the holders of the voting shares of the Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.
3. Meetings of Shareholders may be held outside of Alberta.
4. The liability of each of the shareholders of the Unlimited Liability Corporation for any liability, act or default of the Unlimited Liability Corporation is unlimited in extent and joint and several in nature.

1 "THE PROVISION OF THE INFORMATION CONTAINED IN THIS REPORT IS SUBJECT TO THE
 TERMS AND CONDITIONS CONTAINED ON THE BACK HERE OF."
 Industry Canada, NUANS ALBERTA

SUNDROP KGA205300

? ATI TECHNOLOGIES ULC

87971700

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ALBERTA

2006Oc13

 * MSK= -ATI=

ATI TECHNOLOGIES ULC

AB 87971700

2006Oc13

PROP.SUNDROP

ATI TECHNOLOGIES INC
 ON

CD 4285689

2005Ja31

ATI TECHNOLOGIES DISTRIBUTION ULC

AB 87954504

2006Oc12

PROP.L-LINK

ATI AIRTEST TECHNOLOGIES INC
 DEVELOPMENT, V6E 3C9

Ab 0218198729

1999Fe24

E.P.Corp Form Nu1996Mr13 2006Ma30

ATI TECHNOLOGIES DISTRIBUTION ULC

AB 87967650

2006Oc13

PROP.SUNDROP

ATI INSTRUMENTATION LTD

Ab 2012183840

2006Ja25

1-7Drs 2006Jl11

ATK TECHNOLOGIES INC

Ab 0209483403

2001Au21

Reviv 1-7Drs 2004Ma31 2005Oc06

ATIQ TECHNOLOGIES INC

Ab 0206706889

1995Oc06

New_Name Nu1995Oc24 2005Oc18

ATI POWER CORPORATION
 ON

CD 6293972

2004Oc06

NUCRATIC TECHNOLOGIES INC
 ON

CD 6403069

2005Jn30

A.H. TECHNOLOGIES INC

Ab 0208844860

2000Jn20

1-15Drs 2006Jn15

ATI INTERNATIONAL ULC

AB 87954501

2006Oc12

PROP.L-LINK

ARCTIC BLUE TECHNOLOGIES INC

Ab 2012186595

2006Ja26

1-15Drs 2006Ma16

ATL CANADIAN TECHNOLOGIES LTD

Ab 0208894618

2000Jl18

1-15Drs 2006Au18

ANALYTICAL TECHNOLOGIES

Ab CRY066882

1982Se07

Trade_Name

ATL CANADIAN TECHNOLOGIES
 OILFIELD DISTRIBUTIO

Ab PT8448235

1999Se03

Partnrship Commence

ATI WAREHOUSING LTD

Ab 0202769873

1981Se18

New_Name StrucChg Reviv ContBCA 1-5Drs Nu2004No01 2005Mr24

TRADEMARK

REEL: 003548 FRAME: 0517

1"LES RENSEIGNEMENTS CONTENUS DANS CE RAPPORT SONT SUJETS AUX CLAUSES ET
 CONDITIONS ENONCEES A L'ENDOS DE CE DOCUMENT."
 Industry Canada, NUANS ALBERTA

SUNDROP KGA205300

? ATI TECHNOLOGIES ULC

87971700
 ALBERTA

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 2006Oc13

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SATELLITE TECHNOLOGIES SATELLITE SALES AND	Ab PT9309535	2001A124 Partnrship Commence
ATRIA TECHNOLOGIES INC METRO MONTRE	CD 3442241	1997De08 Notice 2006Jn14
CANADIAN ANALYTICAL TECHNOLOGIES INC	Ab 2010270292 1-15Drs	2003Ja17 2006Mr30
A T I WAREHOUSING SHERWOOD PARK T8C 1H5	Ab TN5810585	1993Oc06 Trade_Name
ATCA TECHNOLOGIES INC LACHENAIE	CD 3884546	2001A110
INDUSTRIAL CATALYTIC TECHNOLOGIES INC	Ab 0208438655 Reviv 1-9Drs	1999Au27 2003Fe03 2006Au05
ATHENA TECHNOLOGIES CORP	AB 86554172 PROP.LICCO	2006Ma05
ZENAUTICS TECHNOLOGIES INC	Ab 2011819303 1-9Drs	2005J115 2006J104
ALBERTA TAXIDERMY INDUSTRIES LTD StrucChg Reviv ContBCA 1-5Drs	Ab 0202769873 Ex2004No01 *OldCpName	1981Se18 2005Mr24
ATHENA INDUSTRIAL TECHNOLOGIES INC	Ab 2011864101 New_Name 1-15Drs	2005Au11 2006Ja26
CATALYTIC SULPHUR TECHNOLOGIES INC	Ab 2010265359 1-10Drs	2003Ja15 2006Fe23
A T I COMPRESSOR & ENGINE SUPPLIES LTD	Ab 0200863116 Reviv ContBCA 1-7Drs	1976Ja07 2000Au22 2006Mr09
AUDIO TECHNOLOGIES CALGARY T1Y 4W4	Ab TN6401053	1995Ja20 Trade_Name
ALTAQLIR TECHNOLOGIES INC	Ab 2010412035 *Struck 1-15Drs	2003A109 2005Oc02
ATLAS GIS TECHNOLOGIES CONTRACTING	Ab PT9027541 Partnrship Commence Nu	2000Oc23 2000Oc17
ATKEY TECHNOLOGIES INC	Ab 2010362958 1-12Drs	2003Mr13 2005Jn14
ATI INTERNATIONAL ULC	AB 87967623 PROP.SUNDROP	2006Oc13

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REEL: 003548 FRAME: 0518

1 "THE PROVISION OF THE INFORMATION CONTAINED IN THIS REPORT IS SUBJECT TO THE
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 Industry Canada, NUANS ALBERTA

SUNDROP KGA205300

? ATI TECHNOLOGIES ULC

87971700
 ALBERTA

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 2006Oc13

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CANADIAN AQUATIC TECHNOLOGIES INC SPRUCE GROVE	CD 3351246	1997Mr03 Dissolved 2004Jl12
ATC INFORMATION TECHNOLOGIES INC ON	CD 4057961	2002Al27
DESERT SPRING PRODUCTS LIMITED	Ab 0206083362	1994Al22
	Start New_Name Nu2002Jl25	2006Jn02
TAU INDUSTRIES INC ON	CD 6236201	2004Ma17
ATHENTECH TECHNOLOGIES INC	Ab 0209344092	2001Ma15
	New_Name 1-9Drs Nu2001Jl04	2005De05
AUTOQUIP TECHNOLOGIES SPRUCE GROVE T7X 3A7	Ab TN6293781	1994Oc24
		Trade_Name
ATHENA TECHNOLOGIES CORP	Ab 0208960955	2000Se08
	New_Name 1-9Drs	2006Jn05
A.T.I. (ALL TRADES INCLUDED)	Ab CRY091215	1984Jn06
		Partnrship
THE AQUATIC TECHNICIAN EDMONTON T6L 3C4	Ab TN4827366	1991Ja29
		Trade_Name
ALNITAK TECHNOLOGIES COMPUTER CONSULTING	Ab TN9330630	2001Ma07
	Trade_Name Commence Nu2001Ma01	
AETHERWIND TECHNOLOGIES INCORPORATED	Ab 2010286397	2003Ja28
	1-15Drs	2006Ja31
ATI HOLDINGS LTD	Ab 0207873589	1998Jn03
	Reviv 1-9Drs 2005Mr24	2005Jl18
ATREMA TECHNOLOGIES INC	Ab 2011830979	2005Jl21
	1-7Drs	2005Au29
AGILIS TECHNOLOGY (CANADA) CORP COURTENAY	CD 2522632	1989Se28
AUD TECHNOLOGIES COMPUTER/HOME ELECTR	Ab TN10225597	2002De17
		Trade_Name Commence
THE ATTIC	Ab CAL015211	1963Ja14
		Trade_Name
THE ATTIC	Ab CRY025707	1978Se12
		Partnrship

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REEL: 003548 FRAME: 0519

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 Industry Canada, NUANS ALBERTA

SUNDROP KGA205300

? ATI TECHNOLOGIES ULC

87971700
 ALBERTA

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 2006Oc13

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* MSK= =ATI==

THE ATTIC		Ab CRY122840	1986Jn26
			Trade_Name
THE ATTIC		Ab TN4324257	1988Oc31
CALGARY	T2P 1B7		Trade_Name
THE ATTIC		Ab TN5705496	1993Jn21
CALGARY	T1Y 2K7		Trade_Name
THE ATTIC		Ab TN7773278	1998Mr18
NIGHTCLUB		Trade_Name	Commence Nu1998Mr02
ATI MANUFACTURING LTD		Ab 0206083362	1994Al22
		Start Ex2002Jl25 *OldCpName	2006Jn02
ATI AMERICAN TRANSPORT INC		Ab 0214067571	1989Au09
PITTSBURGH		E.P.Corp Form Nu1989Au09 AssumName	2004Oc15
AUTOMOTIVE TECHNOLOGIES INC		Ab 2012068975	2005No25
			I=Des
GREAT WEST FUR DRESSERS LTD		Ab 0202769873	1981Se18
	StrucChg Reviv ContBCA 1-5Des	Ex2004Al30 *OldCpName	2005Mr24
A.T.M. - INFONET TECHNOLOGIES INC		CD 3307786	1996No15
REGION HULL			
A.T.I SYSTEMS		Ab PT8703290	2000Mr14
SALES		Partnrship	Commence
TECNOLOGIE INTERNATIONALE AVANCEE - A.T.I INC		CD 1537300	1983Au11
URBAN MONTRE			Dissolved 1993Oc04
HATCHER MATERIALS TECHNOLOGIES		Ab TN6006902	1994Fe28
CALGARY	T3B 3S4		Trade_Name
ATI GROUP		Ab CRY033584	1979Sa05
			Partnrship
AS-TECH		Ab CRY071867	1983Fe07
			Trade_Name
AS-TECH		Ab CRY072800	1983Mr02
			Trade_Name
AS-TECH		Ab TN7576275	1997Oc14
COCHRANE	T0L 0W3		Trade_Name
EAD TECHNOLOGIES INC		AB 87526046	2006Au24
		PROP.HGREG	
LATEST NUANS UPDATES - Canada	2006Oc08,	Alberta	2006Se11

TRADEMARK

REEL: 003548 FRAME: 0520

CONTENTS OF THIS REPORT ARE DEPENDENT ON THE INPUT PARAMETERS
 SELECTED BY THE USER. PENDING APPLICATIONS ARE UPDATED WHERE NECESSARY
 AT ADVERTISEMENT AND REGISTRATION. TYPICALLY THERE IS A 6 WEEK LAPSE
 BETWEEN FILING & AVAILABILITY FOR SEARCH. ERRORS/OMISSIONS SHOULD BE
 REPORTED TO THE TRADE MARKS OFFICE BY TELEPHONING (819) 994-9614.

Industry Canada NUANS - TRADEMARK REPORT
 87971700

SUNDROP KGT205300 V
 CLASS= 9 PAGE 5/6
 2006Oc13.

? ATI TECHNOLOGIES

APS TECHNOLOGIES	751696 TMA 461471	9,16,6,39.Computer supplies and accessories, namely, storage devices includi>
	Use-1990Mr 1994A107 1996Au23	APS TECHNOLOGIES,
*		
ATI TECHNOLOGIES INC.;	9,16,38.Microcomputer videographics cards for displaying text and graphics>	
	Expunged 595836-TMA 358993	ATI TECHNOLOGIES INC.,
	Use-1985Oc 1987No20 1989J128	
*		
ATI METALS	1312832	6,1,14,16.Specialty metals and alloys, namely, stainless steels, silicon ele>
	Prop.use 2006Au14 Formalized	ATI PROPERTIES, INC.
*		
ATI - ALGONQUIN TECHNOLOGY INSTITUTE		
	Advertised 911443	
	Off'l_Mark 1999Oc29	ALOGONQUIN COLLEGE OF
*		
LATI ;	1282106	1,17,5.Thermoplastic materials for industrial use in the form of powders,>
	Use-1999 2005De06 Advertised	LATI INDUSTRIA TERMOPL
*		
AD TECHNOLOGIES	718585 TMA 421269	42,9,Operation of a business dealing with the creation and manufacturin>
	Use-1990Ma23 1992De09 1993De17	AD TECHNOLOGIES INC.,
*		
APS TECHNOLOGIES;	751698 TMA 461472	9,16,6,39.Computer supplies and accessories, namely, storage devices compris>
	Use-1990Mr 1994A107 1996Au23	APS TECHNOLOGIES,
*		
TN TECHNOLOGIES ;	795475 TMA 465943	35,9,42,41.Non-contacting measurement instrumentation devices namely, conveyo>
	1995Oc24 1996No12	TN TECHNOLOGIES INC.,
*		
LE GRAND CHEF DE LA PHOTOGRAPHIE ET DES		37,1,9,40,Exploitation d'une entreprise traitant de developpement de films p>
	1027404 TMA 567017	L.L. LOZEAU LTEE
	1999Au30 2002Se06	
*		
AMBIENT TECHNOLOGIES	1128676 TMA 631507	11,9,4,19.Remote control devices, namely, hand-held transmitters with cooper>
	2002Ja21 2005Ja28	MONESSEN HEARTH SYSTEM
*		
GT TECHNOLOGIES	1148198 TMA 671658	9,6,12,11.Non-electrical wire, cable and rods for use in the automotive, bui>
	2002J129 2006Au30	GENTEK INC.
*		
INTEGEM TECHNOLOGIES INC. ;	42,35,7,9,Project management services using in-press automation equipment an>	
	1183139 TMA 618758	INTEGEM TECHNOLOGIES I
	2003Jn30 2004Se07	
*		
INTEGEM TECHNOLOGIES INC.	42,35,7,9,Project management services using in-press automation equipment an>	
	1183140 TMA 618615	INTEGEM TECHNOLOGIES I
	2003Jn30 2004Se02	

LE CONTENU DE CE RAPPORT DE MARQUE DE COMMERCE EST DEPENDANT DES PARAMETRES DES DONNEES CHOISIS PAR L'UTILISATEUR. LES DEMANDES EN SUSPENS SONT MISES-A-JOUR LORSQUE NECESSAIRE, LORS DE L'ANNONCE ET DE L'ENREGISTREMENT. TYPIQUEMENT, IL Y A UN DELAI DE 6 SEMAINES ENTRE LE DEPOT ET LA DISPONIBILITE POUR FIN DE RECHERCHE. TOUTES ERREURS /OMISSIONS DOIVENT-ETRE RAPPORTEES AU BUREAU DES MARQUES DE COMMERCE EN TELEPHONANT A (819) 994-9614.

Industrie Canada NUANS - TRADEMARK REPORT
87971700

SUNDROP KGT205300 V
CLASS= 9 PAGE 6/6
2006Oc13.

? ATI TECHNOLOGIES

LATI ;	1281395	1,17,5	Semi-finished chemical substances and compounds in the form of pow>
Use-1999	2005No30	Searched	LATI INDUSTRIA TERMOPL
ATI ;	759256 TMA 446699		9,16,41.Computer and computer peripheral hardware and software, and associ> ATI TECHNOLOGIES, INC.
Use-1986De03	1994Jl12	1995Au25	
HEARTH TECHNOLOGIES	1074034 TMA 593616		19,11,27,6.Fireplace accessories, namely service kits, glass doors, outside a> HNI TECHNOLOGIES INC.
Use-1996De	2000Se07	2003Oc30	
GT TECHNOLOGIES ;	1148199 TMA 671659		9,6,12,11.Non-electrical wire, cable and rods for use in the automotive, bui> GENTEK INC.
Use-1996De	2002Jl29	2006Au30	
PT TECHNOLOGIES	1148974 TMA 618721		1,9,4,3.Chemicals namely solvents for the removal of petroleum, polyethyle> ILLINOIS TOOL WORKS IN
Use-1996De	2002Au06	2004Se03	
TEGA TECHNOLOGIES	1233491 TMA 658474		11,5,7,24.Serpentin au gaz a haute modulation utilisant un systeme de contro> TECHNOLOGIES ECHANGEUR
Use-2004Ja01	2004Oc12	2006Fe09	
ATI ;	730903 TMA 440502		17,6,19.Sheet material made of plastic material and sheet material made of> ALUSUISSE COMPOSITES,
Use-1993Jn14	1995Mr17		
ATI	759257 TMA 442944		9,16,41.Computer and computer peripheral hardware and software, and associ> ATI TECHNOLOGIES INC.,
Use-1986De03	1994Jl12	1995Ma12	
DCI TECHNOLOGIES	899185 TMA 568392		42,9,38,41.Computer hardware in the area of communication devices, test equip> DCI TECHNOLOGIES INC.
Use-1994Al	1998De14	2002Oc02	
AVAGO TECHNOLOGIES	1294487	42,9,37,35	Semiconductors, integrated circuits, power amplifiers, power contr> ARGOS ACQUISITION PTE.
Use-2006Mr01	2006Mr21	Searched	
AVAGO TECHNOLOGIES ;	1294491	42,9,37,35	Semiconductors, integrated circuits, power amplifiers, power contr> ARGOS ACQUISITION PTE.
Use-2006Mr01	2006Mr21	Searched	
CAN-AM TECHNOLOGIES	773965 TMA 460769		42,9,37,35.Assembled computers; computer peripherals including but not limite> 158902 CANADA INC., DO
Use-1994Al14	1995Ja27	1996Au02	

TM Update 2006Oc11 ApplNo 1319100 Filed 2006Oc05

TERMS AND CONDITIONS

Definitions:

'Customer' refers to a person, firm or other entity who receives a NUANS Report directly or indirectly from HP pursuant to a written agreement with HP, or who relies on such Report without the benefit of any written agreement with HP.

"HP" shall at all times refer to Hewlett-Packard (Canada) Co.

(a) There are no representations or warranties, expressed or implied, oral or written, in fact or by operation of law or otherwise, except as herein expressly stated. In no event shall HP be liable for any indirect, special or consequential damages for any reason whatsoever including any damages arising out of Customer's access to or use of services, data or reports provided under the Agreement between the Customer and HP, including responsibility or liability resulting from the inaccuracy and/or omissions of NUANS Reports or NUANS Database Pre-Searches.

(b) HP'S liability for direct damages resulting from HP'S negligence or breach of contract in the execution of services (including delivery of data and reports) under its Agreement with the Customer shall be limited to the total charge for the services giving rise to the loss or damage.

(c) Where a Customer is required to re-order a NUANS Report because the Customer did not receive the first report or because of a demonstrable omission or inaccuracy therein, HP'S sole liability in the case of non-receipt by Customer shall be to waive all charges with respect thereto, provided that in all such cases HP shall not be liable for any failure in the case of an Act of God, riots, insurrection, or any other event beyond HP'S direct control, and provided in all cases that the Customer provide HP with satisfactory evidence of one of the above-mentioned failures within fifteen (15) days of the alleged date of such failure.

(d) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, or to any third parties for any injuries or damages not caused by HP'S negligence which result from the Customer's access to or use of any such report or data and operation of any machines in the control of HP, from the Customer's use of HP'S premises or premises which HP is authorized to use, or from any error or inaccuracy in the preparation and formulation of a request for a NUANS Report.

(e) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a NUANS Report or a NUANS Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such Report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a NUANS Report or a NUANS Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any NUANS Report.

CONDITIONS GÉNÉRALES

Définitions:

On entend par 'client' une personne, une entreprise ou toute autre entité qui reçoit directement ou indirectement de HP un rapport NUANS en conformité avec une entente écrite avec HP, ou qui compte sur un tel rapport sans avoir conclu d'entente écrite avec HP.

Le terme "HP" fait toujours référence à Hewlett-Packard (Canada) Cie.

(a) Sauf mention contraire dans le présent contrat, HP ne reconnaît aucune représentation ni garantie expresse ou implicite, verbale ou écrite, dans les faits ou par l'effet de la loi ou de toute autre disposition. HP ne peut en aucun cas être tenue responsable de dommages spéciaux, indirects ou accessoires, dont les dommages résultants de l'obtention ou de l'utilisation par le client des données, rapports ou services fournis en vertu des présentes, y compris toute responsabilité découlant d'inexactitudes ou d'omissions dans les rapports NUANS ou dans les rapports de recherche préliminaire NUANS.

(b) La responsabilité de HP pour tout dommage direct résultant de la négligence de HP ou de la violation du contrat dans l'exécution des services (y compris la fourniture de données et de rapports) en vertu des présentes sera limitée au montant total des frais exigés pour les services qui ont donné lieu à la perte ou au dommage.

(c) Si le client est obligé de redemander un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renoncer à tous les frais associés à cette demande, à condition que HP soit exemptée de toute responsabilité si le manquement est dû à un cas de force majeure, à des émeutes, à des insurrections ou à toute autre cause indépendante de la volonté de HP; par ailleurs, le client sera aussi tenu de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prétendue de chaque manquement.

(d) Le Client convient d'indemniser HP et de le dégager de toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP, qu'il a utilisé les locaux de HP ou des locaux que HP est autorisée à utiliser, ou qu'une erreur ou une inexactitude s'est glissée dans la préparation ou la formulation d'une demande de rapport NUANS.

(e) Le client reconnaît que HP est soumise à certaines restrictions liées au temps et à d'autres facteurs lorsqu'elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et il devra donc en prévenir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut être tenue responsable par le client ou toute tierce partie en cas d'omission de divulgation dans le rapport NUANS ou le rapport de recherche préliminaire NUANS de toute dénomination et remarque de commerce avec droit prioritaire. HP décline expressément toute responsabilité découlant d'inexactitudes ou d'omissions dans le rapport NUANS.

TRADEMARK

RECORDED: 05/24/2007

REEL: 003548 FRAME: 0523