

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vision Information Services, LLC		09/24/2007	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vision Information Logistics, LLC		
<b>Street Address:</b>	2255 Markham Road		
<b>Internal Address:</b>	c/o Cinram International Inc.		
<b>City:</b>	Scarborough, Ontario M1B 2W3		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M1B 2W3		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2234374	VISION INFORMATION SERVICES "DIRECT TO RETAIL SPECIALISTS"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)887-6891		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(310) 281-6385		
<b>Email:</b>	acyrlin@ecjlaw.com		
<b>Correspondent Name:</b>	Alan I. Cyrlin		
<b>Address Line 1:</b>	9401 Wilshire Blvd., 9th Floor		
<b>Address Line 2:</b>	Ervin, Cohen & Jessup, LLP		
<b>Address Line 4:</b>	Beverly Hills, CALIFORNIA 90212-2974		
<b>ATTORNEY DOCKET NUMBER:</b>	RECORDVISIONASSIGNMENT		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$40.00 2234374

Name: Alan I. Cyrlin, Esq.  
Address Line 1: 9401 Wilshire Blvd., 9th Floor  
Address Line 2: Ervin, Cohen & Jessup, LLP  
Address Line 4: Beverly Hills, CALIFORNIA 90212-2974

NAME OF SUBMITTER:	Alan I. Cyrlin
Signature:	/aic/
Date:	10/03/2007

Total Attachments: 2  
source=Vision-AssignmentofService Mark#page1.tif  
source=Vision-AssignmentofService Mark#page2.tif

## ASSIGNMENT OF SERVICE MARK

**THIS ASSIGNMENT OF SERVICE MARK**, effective as of September 27, 2007 (this “**Assignment**”), is made by Vision Information Services, LLC, a Michigan limited liability company (“**Assignor**”), in favor of Vision Information Logistics, LLC, a Delaware limited liability company (“**Assignee**”).

**WHEREAS**, Assignor, having an address at 302 South Main Street, Suite 200, Royal Oak, Michigan 48067, is the holder of the following service mark, which has been properly registered with the United States Patent and Trademark Office (the “**Mark**”):

<u>Mark Name</u>	<u>Registration Number/International Class</u>	<u>Date of Registration</u>
VISION INFORMATION SERVICES “DIRECT TO RETAIL SPECIALISTS” (and Design)	2,234,374/IC 035	March 23, 1999

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 27, 2007 (the “**Agreement**”), entered into by (1) Assignee and Cinram Logistics UK Limited, a company incorporated in England and Wales; (2) Assignor, Vision Worldwide Management, LLC, a Michigan limited liability company, Vision International Services, LLC, a Michigan limited liability company, Vision Music, LLC, a Michigan limited liability company, Lewiston Ventures UK, LLC, a Michigan limited liability company, and Lewiston Staffing, UK Ltd., a company incorporated in England and Wales (collectively, the “**Seller Parties**”); and (3) Irene Correia as the Representative (as defined in the Agreement), pursuant to which Assignee will purchase substantially all of the assets of Seller Parties.

**WHEREAS**, Assignor is willing and desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Mark and the registration thereof and all associated goodwill;

**WHEREAS**, the execution and delivery of this Assignment is a condition to Closing (as defined in the Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Mark, the goodwill of the business symbolized by the Mark, and in the registration thereof, including any and all common law rights, foreign rights, or rights provided by any international conventions or treaties, related to the Mark, including all words and/or designs comprising the Mark. Furthermore, Assignor hereby assigns its interest under any and all claims, causes of action or rights of recovery that relate to the Mark, in each case to the extent arising or pertaining to the period prior to the Closing Date (as defined in the Agreement) and continuing after the Closing Date (any such claim, a “**Trademark Claim**”). If Assignor pays to Assignee Assignor’s pro rata share of any and all costs, expenses and reasonable attorneys’ fees incidental to any Trademark Claim, then Assignor shall be entitled to its pro rata share of any award or settlement incidental to any Trademark Claim,

