

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amalgamation

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inscriber Technology Corporation		04/28/2005	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Leitch Technology International, Inc.
Street Address:	199 Bay Street
Internal Address:	Suite 2800
City:	Toronto
State/Country:	CANADA
Postal Code:	M5L 1A9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	75557540	TITLEMOTION
Serial Number:	74063051	INSCRIBER
Serial Number:	75143692	VIDEOCARTE

CORRESPONDENCE DATA

Fax Number: (954)761-8112
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 954-761-7473
 Email: dshowalter@gray-robinson.com
 Correspondent Name: Donald S. Showalter
 Address Line 1: 401 East Las Olas Blvd.
 Address Line 2: Suite 1850
 Address Line 4: Fort Lauderdale, FLORIDA 33301

ATTORNEY DOCKET NUMBER: T1208; T1002; T1033

DOMESTIC REPRESENTATIVE

900151650

**TRADEMARK
 REEL: 004127 FRAME: 0749**

CH \$90.00 75557540

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Donald S. Showalter
Signature:	/Donald S. Showalter/
Date:	01/08/2010

Total Attachments: 22

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Ministry of
Consumer and
Business Services
CERTIFICATE
This is to certify that these articles
are effective on

Ministère des Services
aux consommateurs
et aux entreprises
CERTIFICAT
Ceci certifie que les présents statuts
entrent en vigueur le

Ontario Corporation Number
Numéro de la société en Ontario

1658328

MAY 01 MAI, 2005

Director / Directrice
Business Corporations Act / Loi sur les sociétés par actions

Form 4
Business
Corporations
Act

Formule 4
Loi sur les
sociétés par
actions



**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société issue de la fusion (écrire en LETTRES MAJUSCULES SEULEMENT):

L	E	I	T	C	H	T	E	C	H	N	O	L	O	G	Y	I	N	T	E	R	N	A	T	I	O	N	A
L	I	N	C	.																							

2. The address of the registered office is:
Adresse du siège social:

150 Ferrand Drive, Suite 700

(Street & Number or R.R. Number & if Multi-Office Building give Room No.)

(Rue et numéro, ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau)

Toronto

(Name of Municipality or Post Office)
(Nom de la municipalité ou du bureau de poste)

Ontario M 3 C 3 E 5

(Postal Code /
Code postal)

3. Number of directors is/are: or minimum and maximum number of directors is/are:
Nombre d'administrateurs: ou nombre minimum et maximum d'administrateurs:
Number or minimum and maximum
Nombre ou minimum et maximum

1	7
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4. The director(s) is/are:
Administrateur(s):

First name, middle names
and surname
Prénom, autres prénoms et nom
de famille

Address for service, giving Street & No. or R.R. No.,
Municipality, Province, Country and Postal Code
Domicile élu, y compris la rue et le numéro ou le
numéro de la R.R., le nom de la municipalité, la
province, le pays et le code postal

Resident Canadian
State 'Yes' or 'No'
Résident canadien
Oui/Non

Timothy Thorsteinson

150 Ferrand Drive, Suite 700, Toronto, ON
M3C 3E5

Yes

David Toews

150 Ferrand Drive, Suite 700, Toronto, ON
M3C 3E5

Yes

5. **Check A or B**
Cocher A ou B



A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

A) *Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

or
ou



B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

B) *Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations <i>Dénomination sociale des sociétés qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la société en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i> Year / année Month / mois Day / jour
Leitch Technology International Inc.	1452772	April 28, 2005
Inscriber Technology Corporation	1325633	April 28, 2005
Sicon Video Corporation	1402045	April 28, 2005
Sicon Video International Inc.	1402044	April 28, 2005

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

There are no restrictions on the business the Corporation may carry on or on the powers the Corporation may exercise.

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

An unlimited number of Cumulative Redeemable Preference Shares and an unlimited number of Common Shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

See attached Pages 4A - 4D

The rights, privileges, restrictions and conditions attaching to the Cumulative Redeemable Preference Shares and Common Shares are as follows:

A. Cumulative Redeemable Preference Shares

The following are the rights, privileges, restrictions and conditions attaching to the Cumulative Redeemable Preference Shares ("Preference Shares") in the capital of the Corporation.

1. Ranking of Preference Shares

The Preference Shares shall be entitled to a preference over the common shares and the shares of any other class of shares in the capital of the Corporation ranking junior to the Preference Shares (the common shares and all such other classes of shares being hereinafter collectively referred to as "Junior Shares") with respect to the payment of dividends and all amounts payable on return of capital in the event of the liquidation, dissolution or winding-up of the Corporation but shall not have any further right to participate in profits.

2. Shares to be Non-Voting

Except as required by law, the holders of the Preference Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

3. Dividends

The holders of the Preference Shares shall be entitled to receive, and the Corporation shall pay thereon, as and when declared by the directors of the Corporation out of moneys of the Corporation properly applicable to the payment of dividends, fixed cumulative preferential cash dividends ("quarterly dividends") at the rate of nine and eleven-twentieths of one per cent (9.55%) per annum in accordance with the provisions hereof, such rate to be applied to the amount of \$1,000 (the "redemption amount") per Preference Share. Quarterly dividends on the Preference Shares shall accrue on a day-to-day basis from the date of issue thereof, shall be calculated on the basis of a 365 or 366 day year, as the case may be, and shall be payable on the last business day in each Calendar Quarter or on such other days as the Corporation and all holders of Preference Shares shall unanimously agree (the "quarterly dividend payment dates"), the amount payable on any quarterly dividend payment date being the quarterly dividend accrued and unpaid to and including such quarterly dividend payment date. The first quarterly dividend payment date shall be the 30th day of June, 2005. Cheques of the Corporation payable in lawful money of Canada at par at any branch in Canada of the Corporation's bankers for the time being shall be issued in respect of the quarterly dividends on the Preference Shares; if on any quarterly dividend payment date the quarterly dividends accrued to such date are not paid in full on all of the Preference Shares then outstanding, such quarterly dividends or the unpaid part thereof shall be paid on a subsequent date or dates determined by the directors of the Corporation on which the Corporation shall have sufficient moneys properly applicable to the payment of such quarterly dividends. The holders of the Preference Shares shall not be entitled to any dividends other than or in excess of the cumulative quarterly dividends hereinbefore provided for. For the purposes of this clause 3, "business day" means a day on which banks are open for business in

Toronto and "Calendar Quarter" means in any year each of the periods from 1st January through 31st March, 1st April through 30th June, 1st July through 30th September and 1st October through 31st December.

4. Restricted Share Payment

Subject to the provisions of the *Business Corporations Act* (Ontario) (the "Act"), the Corporation may make any Restricted Share Payment if, but only if, at the time the Corporation becomes obligated to make the Restricted Share Payment the directors determine that, immediately after giving effect thereto, there would be no restriction under the Act on the ability of the Corporation to redeem, by payment of the redemption price in cash, all Preference Shares then outstanding in accordance with the provisions for redemption attached to such class. For the purposes of this clause 4, "Restricted Share Payment" means a payment or transfer by the Corporation of any money or other property in respect of any dividend on, reduction of stated capital of redemption of, purchase or other acquisition of, or other distribution on, Junior Shares or warrants, rights or options to purchase Junior Shares.

5. Redemption at Option of the Holder

Subject to the provisions of this clause 5 and to the Act, a holder of Preference Shares shall be entitled to require the Corporation to redeem at any time or times all or any of the Preference Shares registered in the name of such holder by tendering to the Corporation at its registered office the certificate or certificates representing the Preference Shares which such holder desires to have the Corporation redeem together with a written request specifying that such holder desires to have all or a specified number of the shares represented by such certificate or certificates redeemed by the Corporation. After receipt of the certificate or certificates representing the Preference Shares which the holder desires the Corporation to redeem together with a request for redemption as hereinabove specified, the Corporation shall, on such redemption date as may be selected by the Corporation but being not later than thirty (30) days following such receipt, redeem such Preference Shares by paying to such holder for each Preference Share to be redeemed the redemption amount thereof plus all dividends accrued and unpaid thereon to the redemption date (the "redemption price" of a Preference Share). Such payment shall be made by cheque payable at par at any branch in Canada of the Corporation's bankers for the time being. The Preference Shares shall be redeemed on the redemption date and from and after the redemption date such shares shall cease to be entitled to dividends or any other participation in the assets of the Corporation and the holder thereof shall not be entitled to exercise any of the other rights of a holder in respect thereof unless payment of the redemption price shall not be made on the redemption date, in which event the rights of the holder shall remain unaffected. If a part only of the Preference Shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.

6. Redemption at Option of the Corporation

Subject to the provisions of this clause 6, the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then

outstanding Preference Shares on payment for each Preference Share to be redeemed of the redemption price thereof. In case a part only of the Preference Shares is at any time to be redeemed, the shares so to be redeemed may be selected by lot in such manner as the directors of the Corporation in their sole discretion shall by resolution determine or redemption may be effected on a pro rata basis disregarding fractions. If a part only of the Preference Shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first-mentioned certificate. In any case of redemption of Preference Shares, the Corporation shall at least thirty (30) days before the date specified for redemption mail to each person who at the date of mailing is a registered holder of Preference Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Preference Shares. Such notice shall set out the number of Preference Shares held by the person to whom it is addressed which are to be redeemed, the redemption price and the date on which redemption is to take place. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Preference Shares to be redeemed the redemption price of such shares on presentation and surrender, at the registered office of the Corporation or at any other place or places within Canada as may be specified in such notice, of the certificate or certificates representing the Preference Shares so called for redemption. Such payment shall be made by cheque payable at par at any branch in Canada of the Corporation's bankers for the time being. From and after the date specified for redemption in any such notice, the Preference Shares called for redemption shall cease to be entitled to dividends or any other participation in the assets of the Corporation and the holders thereof shall not be entitled to exercise any of the other rights of shareholders in respect thereof unless payment of the redemption price shall not be made upon presentation and surrender of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem the Preference Shares to deposit the redemption price of the Preference Shares so called for redemption or of such of the said shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of Preference Shares called for redemption, upon presentation and surrender to such bank or trust company of the certificates representing such shares. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preference Shares in respect of which such deposit shall have been made shall be deemed to be redeemed and the rights of the holders thereof shall be limited to receiving without interest their proportionate part of the amount so deposited upon presentation and surrender of the certificates held by them respectively. Any interest allowed on any such deposit shall belong to the Corporation.

7. Liquidation, Dissolution or Winding Up

In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or in the event of any distribution of property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Preference Shares shall be entitled to receive from the property and assets of the Corporation a sum equal to the redemption price of the Preference Shares held by them respectively. After

payment to the holders of the Preference Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

8. Notices

Any notice, cheque, notice of redemption or other communication from the Corporation herein provided for shall be either sent to the holders of the Preference Shares by ordinary unregistered mail, postage prepaid, or delivered by hand to such holders, at their respective addresses appearing on the books of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address known to the Corporation of such holder. Accidental failure to give any such notice, notice of redemption or other communication to one or more holders of Preference Shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice, notice of redemption or other communication, as the case may be, shall be sent or delivered forthwith to such holder or holders. Unless otherwise provided herein, any notice, certificate or other communication from a holder of Preference Shares herein provided for shall be either sent to the Corporation by ordinary unregistered mail, postage prepaid, or delivered by hand to the Corporation, at its registered office. Any notice or other communication, including without limitation a notice of redemption or request for redemption, from the Corporation to the holders of the Preference Shares or from a holder of Preference Shares to the Corporation may be waived.

B. Common Shares

The holders of the Common Shares shall be entitled to vote at all meetings of shareholders of the Corporation except meetings at which only the holders of the Cumulative Redeemable Preference Shares as a class are entitled to vote, and shall be entitled to one vote at all such meetings in respect of each Common Share held.

After payment to the holders of the Cumulative Redeemable Preference Shares of the amount or amounts to which they may be entitled, the holders of the Common Shares shall be entitled to receive any dividend declared by the board of directors of the Corporation and to receive the remaining property of the Corporation upon dissolution.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

The right to transfer shares of the Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares of the Corporation without either:

- (a) the approval of the directors of the Corporation expressed either by a resolution passed at a duly constituted meeting of the board of directors, by a majority of the directors of the Corporation present and entitled to vote or by an instrument or instruments in writing signed by a majority of the directors; or
- (b) the approval of the shareholders of the Corporation expressed either by a resolution passed at a duly constituted meeting of the shareholders, by a majority of the votes cast thereat or by an instrument or instruments in writing signed by the holders of a majority of the outstanding shares in the capital of the Corporation.

10. Other provisions, (if any):

Autres dispositions, s'il y a lieu :

(a) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.

(b) Any invitation to the public to subscribe for securities of the Corporation is prohibited.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions constituent l'annexe A.

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Names of the amalgamating corporations and signatures and descriptions of office of their proper officers.
Dénomination sociale des sociétés qui fusionnent, signature et fonction de leurs dirigeants régulièrement désignés.

LEITCH TECHNOLOGY INTERNATIONAL
INC.

Per: *Timothy Thorsteinson*
Timothy Thorsteinson

INSCRIBER TECHNOLOGY CORPORATION

Per: *Timothy Thorsteinson*
Timothy Thorsteinson

SICON VIDEO CORPORATION

Per: *Timothy Thorsteinson*
Timothy Thorsteinson

SICON VIDEO INTERNATIONAL INC.

Per: *Timothy Thorsteinson*
Timothy Thorsteinson

**Schedule "A" to Articles of Amalgamation of
LEITCH TECHNOLOGY INTERNATIONAL INC.**

STATEMENT OF DIRECTOR OR OFFICER

The undersigned, director of each of Leitch Technology International Inc., Inscriber Technology Corporation, Sicon Video Corporation and Sicon Video International Inc., the amalgamating corporations referred to in the Articles of Amalgamation to which this schedule is attached as Schedule "A", hereby states that:

1. there are reasonable grounds for believing that each of Leitch Technology International Inc., Inscriber Technology Corporation, Sicon Video Corporation and Sicon Video International Inc. is, and the amalgamated corporation will be, able to pay its liabilities as they become due and the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
2. there are reasonable grounds for believing that no creditor of Leitch Technology International Inc., Inscriber Technology Corporation, Sicon Video Corporation or Sicon Video International Inc. will be prejudiced by the amalgamation;
3. no creditors of Leitch Technology International Inc., Inscriber Technology Corporation, Sicon Video Corporation or Sicon Video International Inc. have notified the Corporation that they object to the amalgamation and therefore clause 178(2)(c) of the *Business Corporations Act* (Ontario) (the "Act") is not applicable; and
4. with respect to clause 178(2)(d) of the Act this clause is not applicable in light of the statement made in reference to clause 178(2)(c) of the Act.

DATED the 28th day of April, 2005.



TIMOTHY THORSTEINSON

Schedule "B" to Articles of Amalgamation of

LEITCH TECHNOLOGY INTERNATIONAL INC.

THIS AMALGAMATION AGREEMENT made as of the 28th day of April, 2005.

BETWEEN:

LEITCH TECHNOLOGY INTERNATIONAL INC.,
a corporation incorporated under the laws of the
Province of Ontario

(hereinafter called "LTI")

OF THE FIRST PART

- and -

INSCRIBER TECHNOLOGY CORPORATION,
a corporation incorporated under the laws of the
Province of Ontario

(hereinafter called "Inscriber")

OF THE SECOND PART

- and -

SICON VIDEO CORPORATION
a corporation incorporated under the laws of the
Province of Ontario

(hereinafter called "SVC")

OF THE THIRD PART

- and -

SICON VIDEO INTERNATIONAL INC.
a corporation incorporated under the laws of the
Province of Ontario

(hereinafter called "SVII")

OF THE FOURTH PART.

TRADEMARK

REEL: 004127 FRAME: 0762

WHEREAS each of LTI, Insciber, SVC and SVII were incorporated under the *Business Corporations Act* (Ontario) (the "Act"), or predecessors of that legislation and are governed by the Act;

AND WHEREAS each of LTI, Insciber, SVC and SVII, acting under the authority contained in the Act, have agreed to amalgamate upon the terms and conditions hereinafter set out;

AND WHEREAS LTI, Insciber, SVC and SVII have each made full disclosure to one another of all their respective assets and liabilities;

AND WHEREAS the authorized capital of LTI consists of an unlimited number of common shares, of which 1,706,322 common shares have been issued and are outstanding as fully paid and non-assessable and an unlimited number of Cumulative Redeemable Preference Shares ("Preference Shares"), of which thirty-five thousand (35,000) Preference Shares have been issued and are outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of Insciber consists of an unlimited number of common shares, of which 4,046,220 common shares have been issued and are outstanding as fully paid and non-assessable; an unlimited number of Class "B" special shares, none of which have been issued and are outstanding as fully paid and non-assessable; fifteen thousand (15,000) Class "A" cumulative special shares, none of which have been issued and are outstanding as fully paid and non-assessable; and an unlimited number of Class "M" convertible common shares, of which 5,953,780 Class "M" convertible common shares have been issued and are outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of SVC consists of an unlimited number of common shares, of which 15,420,000 common shares have been issued and are outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of SVII consists of an unlimited number of common shares, of which one hundred (100) common shares have been issued and are outstanding as fully paid and non-assessable;

AND WHEREAS SVC is, and immediately prior to the issuance of a certificate of amalgamation pursuant to the provisions of the Act will be, the beneficial owner of record of one hundred (100) common shares in the capital of SVII;

AND WHEREAS it is desirable that the said amalgamation should be effected;

NOW THEREFORE THIS AMALGAMATION AGREEMENT WITNESSETH as follows:

1. In this Agreement:

(a) "Amalgamating Corporations" means LTI, Insciber, SVC and SVII, the parties hereto;

- (b) "Amalgamated Corporation" or "Corporation" means the corporation continuing from the amalgamation of the Amalgamating Corporations;
 - (c) "Amalgamation Agreement" or "Agreement" means this Amalgamation Agreement; and
 - (d) "Act" means the *Business Corporations Act* (Ontario);
2. The Amalgamating Corporations and each of them do hereby agree to amalgamate effective at 12:01 am (local time) on the 1st day of May, 2005, under the provisions of Section 174 and Section 175 of the Act, and to continue as one corporation under the terms and conditions hereinafter set out.
3. The name of the Amalgamated Corporation shall be Leitch Technology International Inc..
4. The registered office of the Amalgamated Corporation shall be located in the City of Toronto, in the Province of Ontario.
5. The address of the registered office of the Amalgamated Corporation shall be 150 Ferrand Drive, Suite 700, Toronto, Ontario, M3C 3E5.
6. There shall be no restrictions on the business the Amalgamated Corporation may carry on or the powers the Amalgamated Corporation may exercise.
7. The classes and any maximum number of shares that the Amalgamated Corporation is authorized to issue shall be an unlimited number of common shares without par value and an unlimited number of Preference Shares without par value.
8. The rights, privileges, restrictions and conditions attaching to the Preference Shares and the common shares in the capital of the Corporation are as follows:

Cumulative Redeemable Preference Shares

- (a) Ranking of Preference Shares: The Preference Shares shall be entitled to a preference over the common shares and the shares of any other class of shares in the capital of the Corporation ranking junior to the Preference Shares (the common shares and all such other classes of shares being hereinafter collectively referred to as "Junior Shares") with respect to the payment of dividends and all amounts payable on return of capital in the event of the liquidation, dissolution or winding-up of the Corporation but shall not have any further right to participate in profits.
- (b) Shares to be Non-Voting: Except as required by law, the holders of the Preference Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.
- (c) Dividends: The holders of the Preference Shares shall be entitled to receive, and the Corporation shall pay thereon, as and when declared by the directors of the

Corporation out of moneys of the Corporation properly applicable to the payment of dividends, fixed cumulative preferential cash dividends ("quarterly dividends") at the rate of nine and eleven-twentieths of one per cent (9.55%) per annum in accordance with the provisions hereof, such rate to be applied to the amount of \$1,000 (the "redemption amount") per Preference Share. Quarterly dividends on the Preference Shares shall accrue on a day-to-day basis from the date of issue thereof, shall be calculated on the basis of a 365 or 366 day year, as the case may be, and shall be payable on the last business day in each Calendar Quarter or on such other days as the Corporation and all holders of Preference Shares shall unanimously agree (the "quarterly dividend payment dates"), the amount payable on any quarterly dividend payment date being the quarterly dividend accrued and unpaid to and including such quarterly dividend payment date. The first quarterly dividend payment date shall be the 30th day of June, 2005. Cheques of the Corporation payable in lawful money of Canada at par at any branch in Canada of the Corporation's bankers for the time being shall be issued in respect of the quarterly dividends on the Preference Shares; if on any quarterly dividend payment date the quarterly dividends accrued to such date are not paid in full on all of the Preference Shares then outstanding, such quarterly dividends or the unpaid part thereof shall be paid on a subsequent date or dates determined by the directors of the Corporation on which the Corporation shall have sufficient moneys properly applicable to the payment of such quarterly dividends. The holders of the Preference Shares shall not be entitled to any dividends other than or in excess of the cumulative quarterly dividends hereinbefore provided for. For the purposes of this paragraph (c), "business day" means a day on which banks are open for business in Toronto and "Calendar Quarter" means in any year each of the periods from 1st January through 31st March, 1st April through 30th June, 1st July through 30th September and 1st October through 31st December.

- (d) Restricted Share Payment: Subject to the provisions of the *Business Corporations Act* (Ontario) (the "Act"), the Corporation may make any Restricted Share Payment if, but only if, at the time the Corporation becomes obligated to make the Restricted Share Payment the directors determine that, immediately after giving effect thereto, there would be no restriction under the Act on the ability of the Corporation to redeem, by payment of the redemption price in cash, all Preference Shares then outstanding in accordance with the provisions for redemption attached to such class. For the purposes of this paragraph (d), "Restricted Share Payment" means a payment or transfer by the Corporation of any money or other property in respect of any dividend on, reduction of stated capital of redemption of, purchase or other acquisition of, or other distribution on, Junior Shares or warrants, rights or options to purchase Junior Shares.
- (e) Redemption at Option of the Holder: Subject to the provisions of this paragraph (e) and to the Act, a holder of Preference Shares shall be entitled to require the Corporation to redeem at any time or times all or any of the Preference Shares registered in the name of such holder by tendering to the Corporation at its registered office the certificate or certificates representing the Preference Shares which such holder desires to have the Corporation redeem together with a written request specifying that such holder desires to have all or a specified number of the

shares represented by such certificate or certificates redeemed by the Corporation. After receipt of the certificate or certificates representing the Preference Shares which the holder desires the Corporation to redeem together with a request for redemption as hereinabove specified, the Corporation shall, on such redemption date as may be selected by the Corporation but being not later than thirty (30) days following such receipt, redeem such Preference Shares by paying to such holder for each Preference Share to be redeemed the redemption amount thereof plus all dividends accrued and unpaid thereon to the redemption date (the "redemption price" of a Preference Share). Such payment shall be made by cheque payable at par at any branch in Canada of the Corporation's bankers for the time being. The Preference Shares shall be redeemed on the redemption date and from and after the redemption date such shares shall cease to be entitled to dividends or any other participation in the assets of the Corporation and the holder thereof shall not be entitled to exercise any of the other rights of a holder in respect thereof unless payment of the redemption price shall not be made on the redemption date, in which event the rights of the holder shall remain unaffected. If a part only of the Preference Shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.

- (f) Redemption at Option of the Corporation: Subject to the provisions of this paragraph (f), the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Preference Shares on payment for each Preference Share to be redeemed of the redemption price thereof. In case a part only of the Preference Shares is at any time to be redeemed, the shares so to be redeemed may be selected by lot in such manner as the directors of the Corporation in their sole discretion shall by resolution determine or redemption may be effected on a pro rata basis disregarding fractions. If a part only of the Preference Shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first-mentioned certificate. In any case of redemption of Preference Shares, the Corporation shall at least thirty (30) days before the date specified for redemption mail to each person who at the date of mailing is a registered holder of Preference Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Preference Shares. Such notice shall set out the number of Preference Shares held by the person to whom it is addressed which are to be redeemed, the redemption price and the date on which redemption is to take place. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Preference Shares to be redeemed the redemption price of such shares on presentation and surrender, at the registered office of the Corporation or at any other place or places within Canada as may be specified in such notice, of the certificate or certificates representing the Preference Shares so called for redemption. Such payment shall be made by cheque payable at par at any branch in Canada of the Corporation's bankers for the time being. From and after the date specified for redemption in any such notice, the Preference Shares

called for redemption shall cease to be entitled to dividends or any other participation in the assets of the Corporation and the holders thereof shall not be entitled to exercise any of the other rights of shareholders in respect thereof unless payment of the redemption price shall not be made upon presentation and surrender of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem the Preference Shares to deposit the redemption price of the Preference Shares so called for redemption or of such of the said shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of Preference Shares called for redemption, upon presentation and surrender to such bank or trust company of the certificates representing such shares. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preference Shares in respect of which such deposit shall have been made shall be deemed to be redeemed and the rights of the holders thereof shall be limited to receiving without interest their proportionate part of the amount so deposited upon presentation and surrender of the certificates held by them respectively. Any interest allowed on any such deposit shall belong to the Corporation.

- (g) Liquidation, Dissolution or Winding Up: In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or in the event of any distribution of property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Preference Shares shall be entitled to receive from the property and assets of the Corporation a sum equal to the redemption price of the Preference Shares held by them respectively. After payment to the holders of the Preference Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.
- (h) Notices: Any notice, cheque, notice of redemption or other communication from the Corporation herein provided for shall be either sent to the holders of the Preference Shares by ordinary unregistered mail, postage prepaid, or delivered by hand to such holders, at their respective addresses appearing on the books of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address known to the Corporation of such holder. Accidental failure to give any such notice, notice of redemption or other communication to one or more holders of Preference Shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice, notice of redemption or other communication, as the case may be, shall be sent or delivered forthwith to such holder or holders. Unless otherwise provided herein, any notice, certificate or other communication from a holder of Preference Shares herein provided for shall be either sent to the Corporation by ordinary unregistered mail, postage prepaid, or delivered by hand to the Corporation, at its registered office. Any notice or other communication, including without limitation a notice of redemption or request for redemption, from the Corporation to the holders of the

Preference Shares or from a holder of Preference Shares to the Corporation may be waived.

Common Shares

- (a) The holders of the common shares shall be entitled to vote at all meetings of shareholders of the Corporation except meetings at which only the holders of the Preference Shares as a class are entitled to vote, and shall be entitled to one vote at all such meetings in respect of each common share held.
 - (b) After payment to the holders of the Preference Shares of the amount or amounts to which they may be entitled, the holders of the common shares shall be entitled to receive any dividend declared by the board of directors of the Corporation and to receive the remaining property of the Corporation upon dissolution.
9. The authorized but unissued shares and the issued and outstanding shares in the capital of each of the Amalgamating Corporations shall be respectively cancelled or converted into issued and outstanding shares in the capital of the Amalgamated Corporation as follows:
- (a) the 1,706,322 issued and outstanding common shares in the capital of LTI held by Leitch Technology Corporation ("LTC") shall be converted on a share for share basis into 1,706,322 common shares of the Amalgamated Corporation and the remaining authorized but unissued common shares of LTI shall be cancelled;
 - (b) the thirty-five thousand (35,000) issued and outstanding Preference Shares in the capital of LTI held by Hazcol Metal Fabrication Limited shall be converted on a share for share basis into thirty-five thousand (35,000) Preference Shares of the Amalgamated Corporation and the remaining authorized but unissued Preference Shares of LTI shall be cancelled;
 - (c) the 4,046,220 issued and outstanding common shares in the capital of Insciber held by LTC shall be converted on a share for share basis into 4,046,220 common shares of the Amalgamated Corporation and the remaining authorized but unissued common shares of Insciber shall be cancelled;
 - (d) the authorized but unissued Class "A" cumulative special shares of Insciber shall be cancelled;
 - (e) the authorized but unissued Class "B" special shares of Insciber shall be cancelled;
 - (f) the 5,953,780 issued and outstanding Class "M" convertible common shares in the capital of Insciber held by LTC shall be converted on a share for share basis into 5,953,780 common shares of the Amalgamated Corporation and the remaining authorized but unissued Class "M" convertible common shares of Insciber shall be cancelled;
 - (g) the 15,420,000 issued and outstanding common shares in the capital of SVC held by LTC shall be converted on a share for share basis into 15,420,000 common

shares of the Amalgamated Corporation and the remaining authorized but unissued common shares of SVC shall be cancelled; and

- (h) the one hundred (100) issued and outstanding common shares in the capital of SVII held by SVC shall be cancelled without any repayment of capital in respect thereof, and shall not be converted into shares of the Amalgamated Corporation and the remaining authorized but unissued common shares of SVII shall be cancelled.

After the filing of Articles of Amalgamation in respect of this Agreement and the issue of a Certificate of Amalgamation in respect thereof, the shareholders of the Amalgamating Corporations when requested by the Amalgamated Corporation shall surrender the certificates representing the shares held by them in the Amalgamating Corporations and, subject to the provisions of the Act, in return shall be entitled to receive certificates for shares of the Amalgamated Corporation on the basis aforesaid.

10. The stated capital attributable to the common shares and the Preference Shares of the Amalgamated Corporation shall be equal to the aggregate of:

- (a) the stated capital attributable to the common shares and the Preference Shares of LTI immediately prior to amalgamation;
- (b) the stated capital attributable to the common shares of Insciber immediately prior to amalgamation;
- (c) the stated capital attributable to the common shares of SVC immediately prior to amalgamation; and
- (d) the stated capital attributable to the common shares of SVII immediately prior to amalgamation.

11. All of the shares of the Amalgamated Corporation issued in accordance with the foregoing shall be deemed to have been issued as fully-paid and non-assessable and the Amalgamated Corporation shall be deemed to have received the full consideration for the issue thereof.

12. The board of directors of the Amalgamated Corporation, until otherwise changed in accordance with the Act, shall consist of a minimum of one (1) director and a maximum of seven (7) directors, and the first directors of the Amalgamated Corporation shall be:

<u>Name</u>	<u>Address for Service</u>	<u>Canadian Resident</u>
Timothy Thorsteinson	150 Ferrand Drive, Suite 700 Toronto, Ontario, M3C 3E5	Yes
David Toews	150 Ferrand Drive, Suite 700 Toronto, Ontario, M3C 3E5	Yes

The said first directors shall each hold office until the first annual meeting of the Amalgamated Corporation, or until successors are elected, in accordance with the by-laws of the Amalgamated Corporation and the Act. The subsequent directors shall be elected each year thereafter at either a general meeting or the annual meeting of the shareholders by a majority of the votes cast at such meeting or by written resolution signed by all of the shareholders of the Amalgamated Corporation entitled to vote in lieu thereof. The affairs and business of the Amalgamated Corporation shall be under the management of the board of directors from time to time, subject to the provisions of the Act.

13. The by-laws of LTI shall, so far as applicable, be the by-laws of the Amalgamated Corporation, until repealed or amended in the normal manner provided for in the Act. The proposed by-laws of the Amalgamated Corporation may be examined at the registered office of the Corporation.

14. Subject to the provisions of the Act, the following provisions shall apply to the Amalgamated Corporation:

(a) The right to transfer shares of the Amalgamated Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares of the Amalgamated Corporation without either:

(i) the approval of the directors of the Amalgamated Corporation expressed either by a resolution passed at a duly constituted meeting of the board of directors by a majority of the directors of the Amalgamated Corporation present and entitled to vote or by an instrument or instruments in writing signed by a majority of the directors; or

(ii) the approval of the shareholders of the Amalgamated Corporation expressed either by a resolution passed at a duly constituted meeting of the shareholders by a majority of the votes cast thereat or by an instrument or instruments in writing signed by the holders of a majority of the outstanding shares in the capital of the Amalgamated Corporation.

(b) The number of shareholders of the Amalgamated Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Amalgamated Corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Amalgamated Corporation, is limited to fifty (50), two (2) or more persons who are the joint registered owners of one (1) or more shares being counted as one (1) shareholder.

(c) Any invitation to the public to subscribe for securities of the Amalgamated Corporation is prohibited.

15. Upon the shareholders of the Amalgamating Corporations respectively adopting this Agreement in accordance with the requirements of the Act, and subject to paragraph 17 hereof, Articles of Amalgamation in prescribed form, together with all supporting documents required by the Act, shall be sent to the Director under the Act.

16. Upon the endorsement of the Certificate of Amalgamation under the Act:

(a) the Amalgamating Corporations are amalgamated and continue as one corporation effective on that date under the terms and conditions prescribed in this Agreement;

(b) the Amalgamated Corporation possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal and all contracts, disabilities and debts of each of the Amalgamating Corporations;

(c) a conviction against, or ruling, order or judgment in favour of or against an Amalgamating Corporation may be enforced by or against the Amalgamated Corporation;

(d) the Articles of Amalgamation are deemed to be the Articles of Incorporation of the Amalgamated Corporation and, except for purposes of Subsection 117(1) of the Act, the Certificate of Amalgamation, is deemed to be the Certificate of Incorporation of the Amalgamated Corporation; and

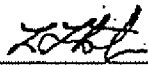
(e) the Amalgamated Corporation shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the amalgamation has become effective.

17. This Agreement may be terminated by the respective boards of directors of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the endorsement of a Certificate of Amalgamation in respect of this Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Amalgamation Agreement has been duly executed by the parties hereto as witnessed by the signatures of their proper officers in that behalf.

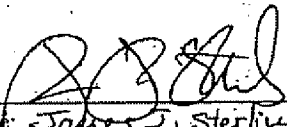
LEITCH TECHNOLOGY INTERNATIONAL INC.

Per: 
Name: Timothy Thorsteinson
Title: CEO

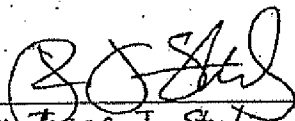
INSCRIBER TECHNOLOGY CORPORATION

Per: 
Name: David Toews
Title: CFO

SICON VIDEO CORPORATION

Per: 
Name: James J. Sterling
Title: Associate General Counsel & Secretary

SICON VIDEO INTERNATIONAL INC.

Per: 
Name: James J. Sterling
Title: Associate General Counsel & Secretary