

11-05-1998



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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10/26/98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MPR TELTECH LTD.

- Individual(s)
- General Partnership
- Corporation-State CANADA
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: IBM CANADA LIMITED

Internal Address: _____

Street Address: 3600 Steeles Ave. East

City: Markham Ontario Canada State: L3R9Z7 Zip: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Canada
- Other _____

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 10, 1996

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
74/668,885

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer D. Goff
IBM Corporation
North Castle Drive
Armonk, New York 10504

Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DA090450

(Attach duplicate copy of this page if paying by deposit account)

11/04/1998 INHUYEN 00000245 090450 74668885

01 FC:481 40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer D. Goff

Name of Person Signing

Signature

10/14/98

Date

Total number of pages comprising cover sheet: 1

TRADEMARK one

REEL: 1809 FRAME: 0201

DESIGNATION OF DOMESTIC REPRESENTATIVE

MARK: WAVE (and design)

SERIAL NO: 74/668,885

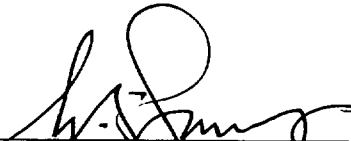
REG. NO: 2,136,104

REGISTERED: February 10, 1998

INTERNATIONAL BUSINESS MACHINES CORPORATION, having an office located at North Castle Drive, Armonk, New York 10504, is hereby designated as Applicant's representative, upon whom notice or process in proceedings affecting the above-captioned mark may be served.

Dated this 24th day of SEPTEMBER, 1998.

IBM CANADA LIMITED



A. B. James
Vice President and General Counsel

ASSIGNMENT OF TRADE-MARKS - U.S.

THIS ASSIGNMENT made as of July 10, 1996

BETWEEN:

MPR TELTECH LTD., a corporation incorporated under the laws of Canada,
whose full post office address is 8999 Nelson Way, Burnaby, British Columbia,
Canada, V5A 4B5

(the "Assignor")

AND:

IBM CANADA LIMITED, a company incorporated under the laws of Canada,
whose full post office address is 3600 Steeles Avenue East, Markham, Ontario,
Canada, L3R 9Z7

(the "Assignee")

WHEREAS the Assignor and the Assignee entered into an agreement dated July 10, 1996 for the sale of the business and assets of the Assignor's WAVE business unit (the "Asset Purchase Agreement")

NOW THEREFORE in consideration of the sum of Cdn.\$1.00 and other good and valuable consideration paid to it by the Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest in and to the trade-marks set out in Schedule A hereto (collectively, the "Trade-marks") and all associated registrations therefor together with the benefit of all use of the Trade-marks, the right to bring suits for past, present or future infringement of the Trade-marks, any goodwill relating to the Trade-marks, and all right, title and interest in and to any renewals or re-registrations thereof, to hold unto the Assignee absolutely.

The Assignor hereby agrees to execute and deliver all such documents, instruments and other papers as may be necessary or desirable to perfect the title to the Trade-marks, and all registrations therefor, in the Assignee, its successors and assigns and to communicate to the Assignee all known facts respecting the Trade-marks and any applications and registrations therefor. All such documents, instruments and other papers and registrations shall be prepared, filed and administered at the Assignee's expense.

The Assignee hereby appoints A. Torigno, Counsel, Trademarks and Copyrights IBM Corporation, Intellectual Property Law, 500 Columbus Avenue, Thornwood, New York, 10594 as the person to whom any notice in respect of any assignments or registrations of any of the Trade-marks may be sent, and upon whom service of any proceeding in respect of any

assignments or registrations of any of the Trade-marks may be given or served with the same effect as if they had been given to or served upon the Assignee.

The Assignee further appoints A. Torigno as its trade-mark agent to transact all business in the United States Patent and Trademark Office connected with assignments or registrations of the Trade-marks.

Nothing in this Assignment shall be deemed to limit, restrict or abrogate any provision of the Asset Purchase Agreement.

This Assignment may be executed in one or more counterparts, and each such counterpart will be considered to be a part of one and the same document.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Assignment effective as of the date set out above.

IBM CANADA LIMITED

By: U. Antkowiak
Authorized Signatory

MPR TELTECH LTD.

By: James W. Peters
Authorized Signatory

SCHEDULE A

TRADE-MARKS

| TRADE-MARK | TM TYPE | COUNTRY | APPLICATION # | REGISTRATION # |
|---------------|---------------|---------|--------------------------|----------------|
| TaskTalk | Word & Design | U.S. | 74/606,866 | [pending] |
| VIDEOEDGE | Word | U.S. | 74/686,804 | [pending] |
| WAVE | Word | U.S. | 74/514,260 | [pending] |
| WAVE & Design | Word & Design | U.S. | 74,668,885 | [pending] |
| FLEX | WORD | U.S. | To be Supplied/Confirmed | |