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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
08231999

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002183 FRAME: 0334

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Allyn Taylor

November 3, 2000

Name of Person Signing

Signature

Date Signed

**CHRISTIE, INC.
10550 Camden Drive
Cypress, California 90630
U.S.A.**

September 30, 1999

**ELECTROHOME LIMITED ("Electrohome")
ELECTROHOME USA (1989), INC. ("Electrohome USA")
ELECTROHOME EUROPE LIMITED ("Electrohome Europe")
ELECTROHOME ASIA PTE LTD. ("Electrohome Asia")
c/o Electrohome Limited
809 Wellington Street North
Kitchener, Ontario, Canada N2G4J6**

Dear Sirs:

We refer to the Purchase and Sale Agreement (the "Purchase Agreement") dated as of August 23, 1999 by and among Christie, Inc. ("Christie") and Electrohome, Electrohome USA, Electrohome Europe and Electrohome Asia (collectively, "Seller"). Each capitalized term used herein, but not otherwise defined herein, shall have the meaning set forth in the Purchase Agreement.

Ushio, Inc. and Ushio America, Inc. have formed, and are the shareholders of, Christie Systems, Inc., a Delaware corporation ("CSI"). In connection with the formation of CSI, Ushio America, Inc. has contributed the stock of Christie to CSI, and Christie is now a wholly-owned subsidiary of CSI.

CSI has formed Christie Digital Systems, Inc., a New Brunswick corporation ("CDS"), and Christie International Inc., a California corporation which, prior to the Closing, will change its name to Christie Digital Systems U.S.A., Inc. ("CDUSA"), to acquire the Purchased Assets pursuant to the Purchase Agreement. CDS will acquire those of the Purchased Assets owned by Electrohome, Electrohome Europe and Electrohome Asia, and CDUSA will acquire those of the Purchased Assets owned by Electrohome USA.

Section 1.2 of the Purchase Agreement contemplates the formation of subsidiaries of Christie to acquire the Purchased Assets. Christie and Seller hereby agree that CDS and CDUSA will for all purposes be the "Buyer" under the Purchase Agreement, and that Seller will accept performance of the obligations of Buyer under the Purchase Agreement from CDS and CDUSA, notwithstanding the formation of CDS and CDUSA as subsidiaries of CSI rather than as subsidiaries of Christie. Seller's agreement to the foregoing shall not relieve Christie of any of its obligations, or

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September 27, 1999

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prejudice any of Christie's rights, under the Purchase Agreement, which shall remain in full force and effect.

If the foregoing is acceptable to Seller, please so indicate by signing and returning a copy of this letter to the undersigned.

Very truly yours,

CHRISTIE, INC.

Atanas Lino

Agreed and accepted
as of the date of this letter.

ELECTROHOME LIMITED,
an Ontario corporation

By:

Its:

[Signature]
CEO

ELECTROHOME EUROPE LIMITED,
a corporation incorporated under the laws
of England

By:

Its:

[Signature]
President

ELECTROHOME USA (1989), INC.,
a New York corporation

By:

Its:

[Signature]
President

ELECTROHOME ASIA PTE LTD.,
a corporation organized under the laws
of Singapore

By:

Its:

[Signature]
President

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of August 23, 1999 by and among CHRISTIE, INC., a California corporation ("Christie"), ELECTROHOME LIMITED, an Ontario corporation ("Electrohome"), ELECTROHOME USA (1989), INC., a New York corporation ("Electrohome USA"), ELECTROHOME EUROPE LIMITED, a corporation organized under the laws of England ("Electrohome Europe"), and ELECTROHOME ASIA PTE LTD., a corporation organized under the laws of Singapore ("Electrohome Asia"). Electrohome, Electrohome USA, Electrohome Europe and Electrohome Asia are sometimes jointly and severally referred to in this Agreement as "Seller." Electrohome USA, Electrohome Europe and Electrohome Asia are sometimes jointly and severally referred to in this Agreement as the "Subsidiaries."

RECITALS

A. Electrohome, through its Projection Systems Division and through the Subsidiaries, is engaged in the Business (as defined below).

B. On the terms and subject to the conditions set forth below, Christie desires to purchase from Seller, and Seller is willing to sell to Christie, the Purchased Assets (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. PURCHASE AND SALE.

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, convey, transfer and deliver to Buyer (as defined below), and Buyer shall purchase from Seller, all of Seller's right, title and interest in, to and under the Purchased Assets, as a going concern, free and clear of any and all liens, encumbrances, security interests, charges and adverse claims ("Liens").

1.2 Buyer. Christie may, but shall not be obligated to, form one or more corporations to acquire the Purchased Assets pursuant to this Agreement. As of the date hereof, Christie expects to form an Ontario corporation to acquire those of the Purchased Assets owned by Electrohome and to form a California corporation to acquire those of the Purchased Assets owned by the Subsidiaries. As used in this Agreement, "Buyer" shall mean the purchaser or purchasers of the Purchased Assets, and Seller agrees to accept performance of the obligations of "Buyer" under this Agreement from Christie or any corporation formed by Christie pursuant to this Section 1.2.

1.3 Business. As used in this Agreement, "Business" means the design, manufacture, sale (or, in the case of oem equipment, resale), servicing and distribution of projection systems for use in boardrooms, training rooms, large venue applications (including without

limitation theatres, churches and auditoriums), control rooms, rental/staging and conventional cinema applications and (for use by systems integrators) in virtual immersive applications, as conducted by Electrohome through its Projection Systems Division (the "Division") and through the Subsidiaries on the date of the Closing.

2. PURCHASED ASSETS.

As used in this Agreement, "Purchased Assets" shall mean (a) all of the assets, properties, rights, interests and claims owned by Seller and used or held for use in connection with the Business, whether tangible or intangible, wherever located and whether or not reflected on the books and records of Seller, as such assets, properties, rights, interests and claims exist on the date of the Closing (as defined below), including without limitation all of Seller's right, title and interest in, to and under the assets, properties, rights, interests and claims described in Sections 2.1 through and including 2.10 (to the extent owned by Seller on the date of the Closing and used or held for use in connection with the Business), but excluding any such assets, properties, rights, interests and claims expressly excluded under Section 3, and (b) the information technology network (other than (i) two servers, as designated by Electrohome, and (ii) information technology network components which are not currently used by the Division and which are not essential for the operation of the information technology network, as designated by Electrohome) and the internal telephone system owned by Electrohome and located at its Kitchener, Ontario facility

2.1 Balance Sheet Assets. All assets, properties, rights, interests and claims of Seller shown or reflected on the Projection Systems - Consolidated Balance Sheet attached hereto as Schedule 2.1 (the "April Balance Sheet"), except for any such assets, properties, rights, interests or claims (a) disposed of or realized upon by Seller in the ordinary course of business during the period from May 1, 1999 through the date of the Closing, or (b) expressly excluded under Section 3.

2.2 Fixed Assets. All trade fixtures, equipment, machinery, tools, dies, jigs, molds, computer equipment, telephone equipment, photocopying equipment, facsimile machines, furnishings, furniture, vehicles and other similar items of tangible personal property owned by Seller and all leasehold improvements pertaining to the premises leased by Seller under the Real Property Leases (as defined below) or pertaining to Electrohome Europe's office lease ("Fixed Assets").

2.3 Inventory. All finished products held for sale or lease, all finished products in field service, all work in process, all refurbished products, all products held for refurbishment or repair, and all supplies, materials, spares and replacement parts ("Inventory").

2.4 Accounts Receivable. All accounts receivable owing to Seller by third parties, whether billed or unbilled, and whether due, not yet due or past due ("Receivables").

2.5 Real Property Leases. All of the real property leases set forth on the attached Schedule 8.13A ("Real Property Leases").

2.6 Equipment Leases. All equipment leases by which Seller leases from third parties any trade fixtures, equipment, machinery, tools, dies, jigs, molds, computer equipment, telephone equipment, photocopying equipment, facsimile machines, furnishings, furniture, vehicles or other similar items of tangible personal property ("Equipment Leases").

2.7 Other Contracts. All written contracts and agreements (other than the Real Property Leases, the Equipment Leases, individual employment contracts, the Retained Collective Agreement (as defined below), the current collective bargaining agreement between Electrohome and the International Brotherhood of Electrical Workers ("IBEW") (the "Current Collective Agreement"), all policies of casualty, product liability and general liability insurance, and the General Services Administration Contract to which Electrohome USA is a party) to which Seller is a party or under which Seller is entitled to any benefit, including without limitation unfilled purchase orders, the New Collective Agreement (as defined below), and (to the extent transferable) export insurance policies covering any Receivables ("Other Contracts").

2.8 Intellectual Property Rights. All of the following ("Intellectual Property Rights"):

(a) all patents, patent applications and patent rights, including reissues, extensions, substitutions, divisions and continuations, as registered, filed or in effect in Canada, the United States and any other countries;

(b) all trademarks, trademark applications, service marks, service mark applications, tradenames and logos, as registered, filed or in effect in Canada, the United States and any other countries, except as expressly excluded under Section 3.7;

(c) all copyrights in published and unpublished works, and all copyright registrations and applications, as registered, filed or in effect in Canada, the United States and any other countries;

(d) all know-how, confidential information, trade secrets and other proprietary rights ("Proprietary Rights");

(e) all inventions, discoveries, concepts, ideas, drawings, designs, transferable computer software (including source code and object code), data, databases, research, techniques, mask works and other technology (whether or not patentable or subject to copyright, mask work or trade secret protection) not included in paragraphs (a) through (d) ("Technology"); and

(f) all licenses (to the extent transferable) of or to any of the foregoing.

2.9 Permits. All transferable permits, licenses or approvals issued or granted, or pending issuance, to Seller by any governmental agency or authority ("Permits").

2.10 Intangible Personal Property. Except as excluded under Section 3, all intangible personal property not otherwise specifically described in this Section 2, including without

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Aug-21-99 10:38AM;

Page 4/4

Sent by WALLACE

21-Aug-99 06:22am

From 8100465734*519 856 2522

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CHRISTIE, INC

002/004

AUG. 26 1999 2:20PM

NO. 1134

16.11 ~~No Third Party Beneficiary~~ This Agreement is not intended to and does not confer any rights on any third party (other than Buyer), and no third party (other than Buyer) shall be a third party beneficiary under or in respect of this Agreement.

16.12 ~~Binding Effect~~ Subject to Section 16.3, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ELECTROHOME LIMITED,
an Ontario corporation

CHRISTIE, INC.,
a California corporation

By _____

By *A. Quinn*

Its _____

Its *President/CEO*

ELECTROHOME USA (1989) INC.,
a New York corporation

ELECTROHOME EUROPE LIMITED,
a corporation organized under the laws of
England

By _____

By _____

Its _____

Its _____

ELECTROHOME ASIA PTE LIMITED,
a corporation organized under
the laws of Singapore

By: _____

Its _____

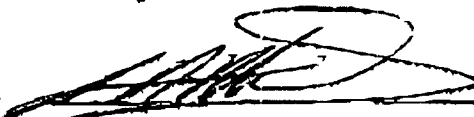
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ELECTROHOME LIMITED,
an Ontario corporation


CHRISTIE, INC.,
a California corporation


By: 
Its: CHIEF EXECUTIVE OFFICER

By: _____
Its: _____

ELECTROHOME USA (1989), INC.,
a New York corporation

ELECTROHOME EUROPE LIMITED,
a corporation organized under the laws of England

By: 
Its: PRESIDENT

By: 
Its: PRESIDENT

ELECTROHOME ASIA PTE LIMITED,
a corporation organized under the laws of Singapore


By: 
Its: PRESIDENT

Exhibit 10/20/00