

04-06-2001



U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No.
04127.0043/0047/0048/0049/0050

101657736

To the Honorable Commissioner of Pat.

Please return the attached original documents or copy thereof.

1. Name(s) of conveying party(ies):
MDC Corporation Inc.
 Individual(s)
 Association
 Limited Partnership
 Corporation existing under the laws of the Province of Ontario, Canada
 General Partnership
 Other:

2. Name(s) and address(es) of receiving party(ies):
Name: 3773191 Canada Inc.
Address: c/o Symcor Services Inc.
130 Adelaide Street West
Suite 1200
Toronto, Ontario M5H 4C5
Canada

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

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation existing under the laws of Canada
 Other:

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other:

3/28/01

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

(Designation must be a separate document from Assignment)

Execution Date: December 1, 2000

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application Number(s):
75/580,673, 75/580,674, 75/580,675, 75/818,912
Additional numbers attached? Yes No

B. Trademark Registration Number(s):
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Carolyn E. Morris
Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115
 Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

4/05/2001 TDIAZ1 00000135 75580674

DO NOT USE THIS SPACE

1 FC:481 40.00 DP
2 FC:482 75.00 DP

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.

Carolyn E. Morris

Name of person signing

Signature

3-28-01
Date

Total number of pages including cover sheet, attachments and documents: 11



LICENSED TECHNOLOGY AGREEMENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Assignment of Licensed Technology Agreements and other Intellectual Property Rights dated December 1, 2000 between MDC Corporation Inc., (the "Assignor") and 3773191 Canada Inc., (the "Assignee").

RECITALS:

- (a) Pursuant to an amended and restated purchase agreement made as of November 15, 2000 (the "Purchase Agreement") by and among the Assignor, the Assignee, Syncor Service Inc., Optus Corporation and Metaca Corporation, the Assignor has agreed to sell, transfer and assign to the Assignee and the Assignee has agreed to purchase from the Assignor, the Purchased Assets for the consideration and upon and subject to the terms and conditions set forth therein;
- (b) Pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee, *inter alia*, all of the Assignor's right, title and interest in and to and benefits under the Licensed Technology Agreements and other Intellectual Property Rights and the Assignee has agreed to assume, perform and discharge the obligations and liabilities of the Assignor set out in the Licensed Technology Agreements and other Intellectual Property Rights; and
- (c) Pursuant to the Purchase Agreement the Assignor has agreed to assign to the Assignee, *inter alia*, all its right, title and interest in and to the Trade Marks (as defined herein).

In consideration of the foregoing and the mutual agreements contained herein and for other good and valuable consideration (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Defined Terms.

Capitalized terms used in this agreement and not otherwise defined have the meanings specified in the Purchase Agreement.

Section 2 Assignment of Licensed Technology Agreements and Other Intellectual Property Rights Schedule 1

The Assignor assigns, transfers, conveys and makes over absolutely to the Assignee as, at and from immediately prior to the Effective Time all of the Assignor's right, title and interest in and to and all benefits of the Assignor under the Licensed Technology Agreements and other Intellectual Property Rights. The Licensed Technology Agreements are listed and described in Schedule 1 attached to this Agreement forming an integral part thereof.

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Section 3 Assignment of Trade Marks. Schedule 2

The Assignor sells, assigns, transfers and sets over to the Assignee all of the Assignor's right, title and interest in and to the trade marks immediately prior to the Effective Time, which are registered or for which registration is applied for in the Canadian Intellectual Property Office or the United States Patent and Trademark Office, as listed and described in Schedule 2 attached to this Agreement and forming an integral part thereof (collectively, the "Trade Marks"), together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the Trade Marks before and after registration and any other benefit to be derived therefrom.

Section 4 Habendum

TO HAVE AND TO HOLD the Licensed Technology Agreements and other Intellectual Property Rights that include, without limitation, the Trademarks and each of them unto and to the use of the Assignee and its successors and assigns forever.

Section 5 Registration of Trademarks.

The Assignor consents to an application to the Registrar of Trade Marks for recognition of this transfer.

Section 6 Further Assurances.

The Assignor covenants with the Assignee that it will from, time to time, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by the Assignee for more effectually and completely implementing or carrying out this assignment or for the purpose of registration or otherwise.

Section 7 Address for Notices.

Any notice in respect of the application or registration of or relating to the Trade Marks may be sent, and service of any proceedings in respect of such application or registration may be given or served on the Assignee as follows:

3773191 Canada Inc.
c/o Syncor Services Inc.
130 Adelaide Street West
Suite 1200
Toronto, Ontario
M5H 4C5
Attention: Mr. Gary Eisen
Vice President, General Counsel and Secretary

Telephone: (416) 842-9514
Facsimile: (416) 842-9990

Section 8 Successors and Assigns.

This assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

Section 9 Governing Law.

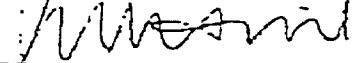
This assignment shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 10 Counterparts.

This assignment may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement.

MDC CORPORATION INC.

By: 

Name: Peter Lewis
Title: Executive Vice President
and Chief Financial
Officer

3773191 CANADA INC.

By: 

Name: Jon Hantho
Title: President

SCHEDULE 1
LICENSED TECHNOLOGY AGREEMENTS
(See Attached)

Licensed Technology Agreements

CDT#	Product	Manufacturer	License Agreement Type	License Agreement Description	License Agreement Date	License Agreement Status	License Agreement Terms	License Agreement Location	License Agreement Contact
1.	StreetView	MapInfo	License Agreement	MapInfo StreetView software license					
2.	DIARR	MapInfo	License Agreement	MapInfo DIARR software license					
3.	Genium	MapInfo	License Agreement	MapInfo Genium software license					
4.	Utah	MapInfo	License Agreement	MapInfo Utah software license					
5.	Adobe Illustrator 8.0	Adobe Systems Incorporated	License Agreement	Adobe Illustrator 8.0 software license					
6.	Adobe Acrobat	Adobe Systems Incorporated	License Agreement	Adobe Acrobat software license					
7.	Photoshop LE	Adobe Systems Incorporated	License Agreement	Adobe Photoshop LE software license					
8.	Quark Express	Quark	License Agreement	Quark Express software license					
9.	DocView	Adobe Systems Inc.	License Agreement	Adobe DocView software license					
10.	MSPR Library	MapInfo	License Agreement	MapInfo MSPR Library software license					
11.	PageMaker Pro	Adobe Systems Inc.	License Agreement	Adobe PageMaker Pro software license					
12.	MS WordOffice 2000	Microsoft	License Agreement	Microsoft WordOffice 2000 software license					
13.	MS Exchange	Microsoft	License Agreement	Microsoft Exchange software license					
14.	Microsoft Antivirus	Microsoft	License Agreement	Microsoft Antivirus software license					
15.	MS Project	Microsoft	License Agreement	Microsoft Project software license					
16.	Visio 2000	Microsoft	License Agreement	Microsoft Visio 2000 software license					

Item #	Product Name	Description	Manufacturer	Quantity	Unit Price	Total Price	Notes
17.	MS Windows & Server OS	NT Workstation & Server OS	Microsoft				
18.	MS Office	message routing	IBM				
19.	Unix/ADP	Operating system - off the shelf software	IBM				
20.	Unix/ADP	Operating system - off the shelf software	Sun				
21.	HR Manager	HR system for windows	ASL Consulting, a division of ABL Enterprises Inc.				
22.	WinNT2000 Server	Operating system	Avent Technologies Inc.				
23.	Acert Replic	Firewall for Optima Corporation	Microsoft				
24.	MS SQL Server Version 7.0	DBMS server	Microsoft				
25.	VM	Development environment	Microsoft				
26.	CA Realia II Workbench	Cobol compiler	Computer Associates, Inc.				
27.	PowerBuilder	Client/server development	Sybase				
28.	Personal Oracle 7.1	Database management	Oracle Corporation				
29.	DB2, NT version	DBMS server	IBM				
30.	C++	C++ compiler	Microsoft				
31.	Visual Basic	GUI development	Microsoft				
32.	MS Office - Full Suite of Products	Development environment	Microsoft				
33.	Java	Business application development	IBM				
34.	WebSphere	IBM Product	Sybase				
35.	Sybase						

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LICENSED SOFTWARE									
Item #	Software Description	Manufacturer	License Type	Quantity	Unit Price	Total Price	Comments	Contract #	Contract Date
52.	CompuLink	Document Sciences Corporation	Document Sciences Corporation	1					
53.	CompuLink 2.0	Document Sciences Corporation	Document Sciences Corporation	1					
54.	JETS	DeWitt Howell	DeWitt Howell	1					
55.	EJETR	DeWitt Howell	DeWitt Howell	1					
56.	Elisir	Elisir Technologies Corp.	Elisir Technologies Corp.	1					
57.	Elisir	eDoc	eDoc	1					
58.	Macola	Direct Global Inc. (an h. h. s. Africa's Channel)	Direct Global Inc. (an h. h. s. Africa's Channel)	1					
59.	Formware	Captive	Captive	1					
60.	eRoute	eRoute	eRoute	1					
61.	Xerox Software			1					
62.	Visual Chat			1					
63.	Times Time Reporting System			1					
64.	Group 1 - Optus Direct Response			1					
65.	Onco License - Optus E-Business Solutions Inc.			1					
66.	Verbind			1					

Many of the above noted licenses have software support and/or maintenance contracts that are to be assumed by the Purchaser.

SCHEDULE 2

CANADA

<u>Trade Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
INFORMATION DESIGNWORKS & DESIGN (trademark and logo)	796 321/TMA503.903	November 2, 1995/ November 9, 1998
OPTUS (trademark)	893 745/TMA530.855	October 19, 1998/ August 8, 2000
OPTUS THE CUSTOMER COMMUNICATIONS COMPANY & SWIRL DESIGN (trademark and logo)	893 747/TMA530.859	October 19, 199/ August 8, 2000
SMART STATEMENTS (trademark)	1 053 422	April 3, 2000
SWIRL DESIGN (logo)	893 746/TMA528.333	October 19, 1998/ May 25, 2000
TREAT ME AS ONE (trademark)	1 030 268	September 27, 1999

UNITED STATES

<u>Trade Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
OPTUS THE CUSTOMER COMMUNICATIONS COMPANY & SWIRL DESIGN (trademark and logo)	75580675	November 2, 1998
OPTUS	75580674	November 2, 1998

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(trademark)

TREAT ME AS ONE
(trademark)

75818912

October 8, 1999

SWIRL DESIGN
(logo)

75580673

November 2, 1998