

06-05-2003

REVISION FILED 1/22/03

14072-3



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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102464700 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

iKnowledge, Inc.

1-23-03

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

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

2. Name and address of receiving party(ies)

Name: Avid Technology, Inc.

Internal Address:

Street Address: Avid Technology Park, One Park West

City: Tewksbury State: MA Zip: 01876

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Correct Avid Technology address LISTING FOR RECEIVING PARTY

Execution Date:

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

A. Trademark Application No.(s) 75/868280, 75/588300, 75/980586, 76/361700,

B. Trademark Registration No.(s) 2428047, 2480422, 2399177

Additional number(s) attached Yes No

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

Name: Jean M. Maxwell

Internal Address: Trademark Legal Assistant

Coordinator

Street Address: Palmer & Dodge LLP

111 Huntington Avenue

City: Boston State: MA Zip: 02199-7613

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50/1646

DO NOT USE THIS SPACE

9. Signature.

Jean M. Maxwell Name of Person Signing

Jean Maxwell Signature

January 22, 2003 Date

Total number of pages including cover sheet, attachments, and document. 6

01/23/2003 TDIAZ1 00000170 501646 75868280

01 FC:0521 40.00 CH 02 FC:0522 200.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Our Ref.: 14072-3

BOX 1 CONTINUATION – NAME OF CONVEYING PARTIES

iKnowledge Ltd.
17420 Stony Plain Road NW, Suite 109
Edmonton, Alberta T5J 1K6
CANADA

Our Ref.: 14072-3

BOX 4 CONTINUATION – TRADEMARK APPLICATION NUMBERS

<u>Mark</u>	<u>Application Number</u>
ACTIVECONTENT	78/088472
CONTENT NETWORK GATEWAY	78/088516

ASSIGNMENT OF TRADEMARKS

WHEREAS, iKnowledge, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Parent", and together with its wholly-owned subsidiary, iKnowledge, Ltd., an Alberta, Canada corporation (the "Subsidiary"), the "Seller") is the owner of the entire right, title and interest in and to certain trademark registrations and trademark applications, as specified in Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Avid Technology, Inc., a corporation organized and existing under the laws of the State of Delaware ("Avid", and together with Softimage Co., a company organized under the laws of Nova Scotia, Canada, the "Buyer"), has acquired the entire right, title and interest in and to certain assets and properties of the Seller, including the Trademarks, pursuant to an Asset Purchase Agreement by and among the Parent and Subsidiary (as Seller), and the Buyer of even date herewith (the "Purchase Agreement"); and

WHEREAS, Buyer desires to acquire the business of the Seller in connection with which Seller has a bona fide intent to use the Trademarks in the pending applications; and

WHEREAS, pursuant to the Purchase Agreement the Parent has agreed to execute such additional instruments as may be necessary or desirable to confirm said acquisition of certain assets by the Purchaser.

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration the receipt of which is hereby acknowledged, the Parent hereby sells, assigns, transfers and sets over to the Buyer, its successors and assigns, in accordance with the terms of the Purchase Agreement, the entire right, title and interest of the Parent in and to the Trademarks, together with the goodwill of the business in which the Trademarks are used and which goodwill is symbolized by the Trademarks and together with that portion of Seller's business in connection with which it has a bona fide intent to use the Trademarks, and including the rights to recover damages, profits and other compensation for infringement, including past infringement, of the Trademarks and to file and obtain renewals thereof.

After the delivery of this Assignment, the Parent shall upon request of the Buyer execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Buyer's right, title and interest in and to the Trademarks acquired by the Buyer hereunder.

TRADEMARK

REEL: 002747 FRAME: 0167

IN WITNESS WHEREOF, the Parent has caused this instrument to be executed by its duly authorized officer as of the 18 th day of October 2002.

iKnowlege, Inc.:

ATTEST:

Stephen Murray

By: [Signature]

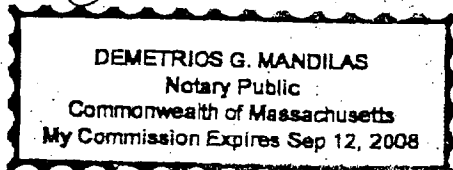
Title: President & CEO

ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Middlesex) ss.

On this 18th day of October 2002, being duly sworn personally appears before me, the above named, Dan J. Trajman, known by me to be the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be his free act and deed on behalf of and as authorized by _____

[Signature]
Notary Public



Accepted:

Avid Technology, Inc.

By: [Signature]
Name: ERIK E. JACKS
Title: VICE PRESIDENT

Softimage Co.

By: [Signature]
Name: ERIK E. JACKS
Title: DIRECTOR

SCHEDULE A
To Trademark Assignment Dated as of October , 2002

<u>Trade Mark Name</u>	<u>Application No</u>	<u>Pub. Date</u>	<u>Filing Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Renewal Date</u>	<u>Status</u>
INEXT	75/868280	10-Dec-1999	30-Apr-2002				Allowed
IKNOWLEDGE	75/743800	06-Jul-1999	21-Nov-2000	2428047	13-Feb-2001	13-Feb-2011	Registered
IKNOWLEDGE	75/588300	13-Nov-1998	26-Oct-1999				Allowed
IKNOWLEDGE	75/980586	13-Nov-1998	26-Oct-1999				OffAction
IKNOWLEDGE	76/361700	23-Jan-2002					OffAction
LOGO DESIGN	75/607996	18-Dec-1998	19-Oct-1999	2480422	21-Aug-2001	21-Aug-2011	Registered
PERFORMANCEWARE (and Design)	75/625137	22-Jan-1999	08-Aug-2000	2399177	31-Oct-2000	31-Oct-2010	Registered
ACTIVECONTENT	78/088472	15-Oct-2001					Pending
CONTENT NETWORK GATEWAY	78/088516	16-Oct-2001					OffAction

U.S. Trademark Registration No.:

Title:

Issue Date:

Renewed:

For:

Unregistered Trademarks:

202PB/G3/18.A633704-1

ORIGINAL FILED
1/21/03
14072-3

01-23-2003



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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
iKnowledge, Inc. **1-21-03**

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

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

2. Name and address of receiving party(ies)
Name: Avid Technology, Inc.
Internal Address: _____
Street Address: 430 Bedford Street
City: Lexington State: MA Zip: 02420

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

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

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

Execution Date: 10/18/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/868280,
75/588300, 75/980586, 76/361700,

B. Trademark Registration No.(s) 2428047,
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Internal Address: Trademark Legal Assistant
Coordinator

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111 Huntington Avenue

City: Boston State: MA Zip: 02199-7613

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 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
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9. Signature.
Jean M. Maxwell Jean Maxwell January 21, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
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WHEREAS, Buyer desires to acquire the business of the Seller in connection with which Seller has a bona fide intent to use the Trademarks in the pending applications; and

WHEREAS, pursuant to the Purchase Agreement the Parent has agreed to execute such additional instruments as may be necessary or desirable to confirm said acquisition of certain assets by the Purchaser.

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration the receipt of which is hereby acknowledged, the Parent hereby sells, assigns, transfers and sets over to the Buyer, its successors and assigns, in accordance with the terms of the Purchase Agreement, the entire right, title and interest of the Parent in and to the Trademarks, together with the goodwill of the business in which the Trademarks are used and which goodwill is symbolized by the Trademarks and together with that portion of Seller's business in connection with which it has a bona fide intent to use the Trademarks, and including the rights to recover damages, profits and other compensation for infringement, including past infringement, of the Trademarks and to file and obtain renewals thereof.

After the delivery of this Assignment, the Parent shall upon request of the Buyer execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Buyer's right, title and interest in and to the Trademarks acquired by the Buyer hereunder.

IN WITNESS WHEREOF, the Parent has caused this instrument to be executed by its duly authorized officer as of the 18 th day of October 2002.

iKnowlege, Inc.:

ATTEST:

Stephen Murray

By: [Signature]

Title: President & CEO

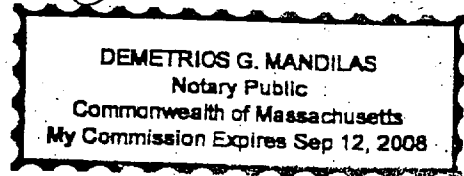
ACKNOWLEDGEMENT

Commonwealth of Massachusetts)
County of Middlesex) ss.

On this 18th day of October 2002, being duly sworn personally appears before me, the above named, Dan S. Trajman, known by me to be the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be his free act and deed on behalf of and as authorized by _____

[Signature]

Notary Public



Accepted:

Avid Technology, Inc.

Softimage Co.

By: [Signature]

Name: ERIK W. JACKS

Title: VICE PRESIDENT

By: [Signature]

Name: ERIK W. JACKS

Title: DIRECTOR

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U.S. Trademark Registration No.:

Title:

Issue Date:

Renewed:

For:

Unregistered Trademarks:

202PBG3/18.A633704-1

P. T. *cf.*
TRADEMARK