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DEPARTMENT OF COMMERCE 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): Bycast Media Systems International Inc.

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

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

3. Nature of conveyance:

- Assignment (checked), Merger, Security Agreement, Change of Name, Other

Execution Date: July 19, 2001

2. Name and address of receiving party(ies)

Name: Bycast Media Systems Canada Inc.

Internal Address:

Street Address: 2100 - 1075 West Georgia Street

City: Vancouver British Columbia, Canada State: Zip: V6E 3G2

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) Additional name(s) & address(es) attached? Yes No (No checked)

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

A. Trademark Application No.(s) 76/188,448

B. Trademark Registration No.(s)

Additional number(s) attached Yes No (No checked)

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

Name: Antigone E. Delaney

Internal Address: Roylance, Abrams, Berdo &

Goodman, L.L.P.

Street Address: 1300 19th Street, NW

Suite 600

City: Washington State: DC Zip: 20036-1649

6. Total number of applications and registrations involved: 1

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

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

18-2220

9. Signature.

Antigone E. Delaney Name of Person Signing

Antigone E. Delaney Signature

September 10, 2003 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

THIS PURCHASE AND SALE AGREEMENT dated as of the 19<sup>th</sup> day of July,  
2001.

BETWEEN:

**BYCAST MEDIA SYSTEMS INTERNATIONAL INC.**, a  
Barbados IBC having an office at c/o Abacus Trust & Banking  
Services Inc., The Financial Services Centre, P.O.Box 111,  
Bishops Court Hill, St. Michael, Barbados

(the "Transferor")

AND:

**BYCAST MEDIA SYSTEMS CANADA INC.**, a Canadian  
federal corporation with a registered office at 2100 - 1075 West  
Georgia Street, Vancouver, British Columbia, V6E 3G2, Canada

(the "Transferee")

WHEREAS:

- A. The Transferor is the registered and beneficial owner of the technology and related intellectual property described in Schedule "A" (the "Technology");
- B. Pursuant to a Research and Development Agreement entered into between the Transferor and Transferee as of the 9<sup>th</sup> day of July, 2000 (the "R & D Agreement"), the Transferee has been providing certain services to the Transferor in connection with the development of the Technology;
- C. The parties now wish to terminate the R & D Agreement and to transfer the Technology from the Transferor to the Transferee as of the date of this Agreement (the "Effective Date");
- D. The parties have agreed to file a joint election under subsection 85(1) of the *Income Tax Act*, R.S.C. 1985, c.148, as amended (the "Act") in respect of such sale.

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties  
covenant and agree as follows:

1. The R & D Agreement is terminated and of no further force and effect as of the Effective Date.

2. TRANSFEROR'S WARRANTIES AND REPRESENTATIONS

The Transferor warrants and represents to the Transferee that:

- (a) the Transferor is the registered and beneficial owner of the Technology and has good and marketable title thereto, free and clear of any charge, encumbrance, lien or option; and
- (b) the Transferor is entitled to sell the Technology to the Transferee as herein provided.

3. TRANSFEEE'S REPRESENTATIONS AND WARRANTIES

The Transferee represents and warrants to the Transferor that:

- (a) it is duly incorporated and validly existing under the laws of Canada and is in good standing with Industry Canada with respect to the filing of Annual Returns;
- (b) it has all the necessary corporate power and capacity and has taken or contemporaneously with the execution of this Agreement is taking all corporate proceedings necessary to enter into this Agreement, and
- (c) it is a taxable Canadian corporation, as that term is defined in the Act.

4. PURCHASE AND SALE OF THE TECHNOLOGY

- (a) The Transferor hereby sells and the Transferee hereby purchases as at the Effective Date the Technology for a purchase price equal to the fair market value of the Technology as at the Effective Date as determined by the parties.
- (b) The Transferor and Transferee shall forthwith hereafter use their best efforts to determine the fair market value of the Technology as at the Effective Date and declare that the amount so determined will represent their best estimate of the fair market value of the Technology as at the Effective Date for purposes of the Act.
- (c) If the Transferor and Transferee are unable to agree as to the fair market value of the Technology as at the Effective Date, it shall be determined by arbitration by a single arbitrator pursuant to the British Columbia *Commercial Arbitrations Act*.
- (d) The fair market value of the Technology so determined is herein called the "Purchase Price".

5. JOINT ELECTION

- (a) The Transferor and Transferee shall, within the time limit set by subsection 85(6) of the Act, complete and file a joint election in respect of the Technology in the prescribed form pursuant to subsection 85(1) of the Act.
- (b) The Transferor and Transferee shall elect to transfer and declare that they intend to transfer the Technology to the Transferee at an amount equal to the Transferor's cost amount of the Technology or such other amount as determined by the accountants for the Transferor for purposes of the Act (the "Elected Amount").

6. PAYMENT OF PURCHASE PRICE FOR THE TECHNOLOGY

The Transferee shall pay the Purchase Price for the Technology by issuing to the Transferor, as fully paid and non-assessable, 950,846 Common shares in its capital stock (the "Shares").

7. ELECTED AMOUNT ADJUSTMENT CLAUSE

If at any time or times after the Effective Date it is determined that either:

- (a) it is necessary to change the Elected Amount to comply with the common intentions of the Transferor and Transferee as hereinbefore expressed, or
- (b) the Act deems the Elected Amount to be an amount which is different than the amount agreed upon between the Transferor and Transferee,

then in order to comply with the common intentions of the Transferor and Transferee as hereinbefore expressed, the parties shall do all things reasonably necessary to reflect such change including, for example, filing an amended joint election pursuant to subsection 85(1) of the Act.

8. MISCELLANEOUS

- (a) The parties hereto shall execute such further and other documents and assurances and perform such further acts and things as may be reasonably necessary or desirable to implement this Agreement.
- (b) This Agreement shall endure to the benefit of and shall be binding upon each of the parties, their heirs, executors, administrators, successors and assigns, as the case may be.
- (c) If any provision in this Agreement is held to be unenforceable, such provision shall be severed from this Agreement. The other provisions of this Agreement shall be construed as if such unenforceable provision had never been contained in it.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**BYCAST MEDIA SYSTEMS INTERNATIONAL INC.**

Per:

Authorized Signatory

**BYCAST MEDIA SYSTEMS CANADA INC.**

Per:

Authorized Signatory

## SCHEDULE "A"

### DESCRIPTION OF TECHNOLOGY TRANSFERRED

Intangible property means all intangible property owned by Owner, including without limitation, all patents and patent rights (including, but not limited to, those patent applications set out below), trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, inventions, copyrights and copyright rights, processes, formulae, trade dress, business and Product names, logos, slogans, trade secrets, designs, methodologies, computer programs (including all source codes) and related documentation, technical information, methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, patterns, technical data, licenses, contracts, all pending applications for any registrations of patents, trademarks, service marks and copyrights, non-patented intangible property, know-how, and all other similar items that derive value not from their physical attributes but from their intellectual content or other intangible properties and includes specifically Architecture for the Bycast Media Delivery and Distribution Platform, Component Interaction Specification in the Bycast Media Delivery Platform, the Bycast Media Router, the Bycast Transmitter, the Business Intelligence Engine, the Content Intelligence Engine, the Bycast Device Management System, and the intangible property subject to the following patents or patent applications:

#### **PATENT APPLICATIONS:**

1. U.S. Patent Application No. 09/493,087, filed January 28, 2000, for "Content Distribution System for Generating Content Streams to Suit Different Users and Facilitating E-commerce Transactions Using Broadcast Content Metadata".
2. U.S. Patent Application No. 09/537,419, filed March 29, 2000, for "Fail-Safe System for Distributing Streaming Media Having a Dynamically Reconfigurable Hierarchy of Ring or Mesh Topologies".