

07-29-2004



REC  
TRADEMARK  
102801541

MRD 7-29-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies)/Execution Date(s):</b></p> <p>JUMBO ENTERTAINMENT INC.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>Canadian</u></p> <p>Execution Date(s) <u>July 9, 2004</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <del>SUPERCLUB VIDEOTRON CANADA INC.</del>  Internal  Address: <u>300</u>  Street Address: <u>Viger east</u>  City: <u>Montreal</u>  State: <u>Quebec Canada</u>  Country: <u>Canada</u> Zip: <u>H2X 3W4</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>Quebec Canada</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance:</b></p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	

<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>2,024,819 &amp; 2,204,820</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
MICROPLAY & MICROPLAY & DESIGN

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>OGILVY RENAULT C/O ANNIE</u>  Internal Address: <u>GAUTHIER</u>  <u>SUITE 1100, 1981</u>  Street Address: <u>McGill College Avenue</u>  City: <u>Montréal</u>  State: <u>Quebec, Canada</u> Zip: <u>H3A 3C1</u>  Phone Number: <u>(514) 847-4955</u>  Fax Number: <u>(514) 286-5474</u>  Email Address: <u>agauthier@ogilvyrenault.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <u>2</u></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$80.00</b></p> <p><input type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers _____  Expiration Date _____</p> <p>b. Deposit Account Number _____  Authorized User Name _____</p>
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**9. Signature:** Annie Gauthier      26 July, 2004      26 July, 2004  
Signature      Date

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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01 FC:0521  
02 FC:0522

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**JUMBO ENTERTAINMENT INC., A CORPORATION EXISTING UNDER THE  
LAWS OF ONTARIO AND HAVING ITS HEAD OFFICE LOCATED 5500  
NORTH SERVICE ROAD, 10<sup>TH</sup> FLOOR, BURLINGTON, ONTARIO, CANADA,  
L7L 5H7**

and

**SUPERCLUB VIDÉOTRON CANADA INC., A CORPORATION EXISTING  
UNDER THE LAWS OF QUEBEC AND HAVING ITS HEAD OFFICE LOCATED  
AT 300 AVENUE VIGER EST, MONTREAL, QUEBEC, CANADA, H2X 3W4**

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**CONFIRMATION OF  
ASSIGNMENT OF TRADE-MARKS  
July 9, 2004**

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**STIKEMAN ELLIOTT LLP**

**CONFIRMATION OF  
ASSIGNMENT OF TRADE-MARKS**

Confirmation of assignment of trade-marks dated July 9, 2004, between Jumbo Entertainment Inc., (the "Assignor") and SuperClub Vidéotron Canada Inc., (the "Assignee").

**RECITALS:**

- (a) Pursuant to a Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated May 20, 2004 between the Assignor and the Assignee, the Assignor has agreed to assign to the Assignee certain property and assets, as more particularly described in the Purchase and Sale Agreement;
- (b) Pursuant to a General Conveyance between the Assignor and the Assignee dated as of the date hereof, the Assignor has assigned certain property and assets to the Assignee; and
- (c) The Assignor wishes to confirm that it has assigned to the Assignee all its right, title and interest in and to certain Trade-marks (as hereinafter defined).

In consideration of the foregoing and the mutual agreements contained in the Purchase and Sale Agreement (the receipt and adequacy of which have been acknowledged), the parties agree as follows:

**Section 1 Assignment.**

The Assignor confirms that it has sold, assigned, transferred and set over to the Assignee, effective July 9, 2004, all of the Assignor's right, title and interest in and to the trade-marks described in the Purchase and Sale Agreement, such trade-marks including, inter alia, the trade-marks set forth in Schedule "A", which are registered or for which registration is applied for in the Canadian Intellectual Property Office or the United States Patent and Trademark Office (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 2 Registration.**

The Assignor consents to an application to the Canadian Registrar of Trade-marks and to the United States Commissioner for Trademarks for recognition of the aforementioned assignment of the trade-marks set forth in Schedule "A".

**Section 3 Further Assurances.**

The Assignor covenants with the Assignee that it will 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 the aforementioned assignment or for the purpose of registration or otherwise.

**Section 4 Successors and Assigns.**

The aforementioned 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 5 Governing Law.**

The aforementioned 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.

**IN WITNESS WHEREOF** the parties have executed this Confirmation of Assignment.

**JUMBO ENTERTAINMENT INC.**

By: 

Name:

Title:

**SUPERCLUB VIDÉOTRON CANADA  
INC.**

By: 

Name: RICHARD SOLY

Title: PRESIDENT

**SCHEDULE "A"**  
**Canada**

<u>Trade-Mark</u>	<u>Reg/Appl No.</u>	<u>Owner</u>
Jumbo Video & Design	TMA 353,329	Jumbo Entertainment Inc.
Elephant Design	TMA 399,670	Jumbo Entertainment Inc.
The Unforgettable Video Store	TMA 403,030	Jumbo Entertainment Inc.
Home of The Guarantee	TMA 524,319	Jumbo Entertainment Inc.
Microplay	TMA 505,833	Jumbo Entertainment Inc.
Jumbo Video	TMA 406,456	Jumbo Entertainment Inc.
The Jumbo New Release Guarantee Design	TMA 443,729	Jumbo Entertainment Inc.
Jumbo Video New Releases	TMA 506,894	Jumbo Entertainment Inc.
Jumbovideo.com	TMA 593,427	Jumbo Entertainment Inc.
Jumbo Microplay	Application No. 1,201,345	Jumbo Entertainment Inc.
The Movie Buff	Application No. 1,107,431	Jumbo Entertainment Inc.
Gotta Go To Jumbo & Design	TMA 506,046	Jumbo Entertainment Inc.
Great Nights at Home	TMA 506,046	Jumbo Entertainment Inc.
Starstruck Entertainment	Application No. 1,147,286	Jumbo Entertainment Inc.
Star struck Entertainment	TMA 443,440	Jumbo Entertainment Inc.

**United States Of America (Federal)**

<b><u>Trade-mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Owner</u></b>
Microplay	2,024,819	Jumbo Entertainment Inc.
Microplay & Design	2,204,820	Jumbo Entertainment Inc.