

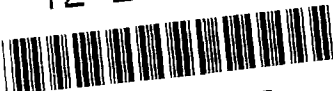
12-27-2001

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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):

Omnimark Technologies Corporation

12/20/01

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

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

04/17/2001

Execution Date: \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: Stilo International plc

Internal Address: \_\_\_\_\_

Street Address: 2nd Floor, North Quay

Temple Black, Bristol, England BS1 6FL

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) 6,047,296

Additional numbers attached? ☐ Yes ☒ No

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

Name: Antigone E. Juvelis, Esq.

Internal Address: \_\_\_\_\_

Roylance, Abrams, Berdo &amp; Goodman, LLP

Street Address: 1300 19th Street, NW

Suite 600

City: Washington State: DC Zip: 20036

## 6. Total number of applications and patents involved: 1

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



Enclosed



Authorized to be charged to deposit account

## 8. Deposit account number:

18-2220

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## 9. Signature.

Antigone E. Juvelis

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 13

12/26/2001

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 012376 FRAME: 0701

**SHARE PURCHASE AGREEMENT**

**AMONG**

**1135209 ONTARIO INC.**

**AND**

**CINDY SPRAGUE**

**AND**

**JOHN McFADDEN**

**AND**

**SAHARA CORPORATION**

**AND**

**LAWRENCE & COMPANY INC.**

**AND**

**TRINITY CAPITAL SECURITIES LIMITED**

**AND**

**BRANT INVESTMENTS LIMITED**

**AND**

**SAM WILMOTT**

**AND**

**STILO INTERNATIONAL plc**

**DATED: April 17, 2001**

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firmware inventions, know-how, copyrights, service marks, brand names, domain names, industrial designs and all other industrial or intellectual property owned by the Corporation and each Subsidiary (collectively, the **"Owned Intellectual Property"**) and particulars of all registrations and applications for registration of the Owned Intellectual Property;

- (ii) Attached hereto as Part II of Schedule "E" is a complete list of all agreements, licenses and consents which have been granted to the Corporation and each Subsidiary and under which the Corporation and each Subsidiary uses in connection with the Business any trade marks, trade names, business names, patents, inventions, know how, copyrights, service marks, brand names, domain names, industrial designs and any other industrial or intellectual property which it does not own (collectively the **"Licensed Intellectual Property"**). The Licensed Intellectual Property is in full force and effect and neither the Corporation nor its Subsidiaries nor to the best of the Principals' knowledge any other party thereto, is in breach of any of the provisions thereof. The Owned Intellectual Property and the Licensed Intellectual Property together comprise all trade marks, trade names, business names, patents, inventions, know-how, copyrights, service marks, brand marks, domain names, industrial designs and all other industrial or intellectual property used in the conduct of the Business;
- (iii) Except as set forth in Schedule "C", the Corporation is the beneficial and registered owner of the Owned Intellectual Property, free and clear of all Encumbrances, and is not a party to or bound by any contract, agreement, or other obligation whatsoever that limits or impairs its ability to sell, transfer, assign or convey, or that otherwise affects, the Owned Intellectual Property. No person has

(including all applicable employer contributions) and has or will have remitted such amounts to the appropriate government authority within the time required under the applicable legislation. The Corporation and each Subsidiary has charged, collected and remitted on a timely basis or, if not due has accrued, all Taxes as required under applicable legislation on any sale, supply, or delivery whatsoever, made by or to the Corporation and each Subsidiary.

- (m) Liabilities. Neither Corporation nor any Subsidiary has outstanding liabilities, contingent or otherwise, other than liabilities disclosed in the Financial Statements and trade or business obligations subsequently incurred in the ordinary course of business none of which has been materially adverse to the nature, results of operations, assets or financial condition of, or manner of conducting, the Business or the business of any Subsidiary.
- (n) Insurance. Set forth in Schedule "F" attached hereto is a complete list of insurance policies which the Corporation and each Subsidiary maintains with respect to its business, properties or employees. Such policies are in full force and effect and are free from any right of termination (except as expressly permitted by the terms of such policies) on the part of the insurance carriers. Such policies will be unaffected by the sale of the Purchased Shares to the Buyer. All premiums due on such policies have been paid. Such policies, with respect to their amounts and types of coverage, are sufficient for compliance with all requirements of law and are deemed adequate by the Corporation and the Principals to insure fully against risks to which the Corporation and each Subsidiary and their property and assets are normally exposed in the operation of the business. There has not been any material adverse change in the relationship of the Corporation and each Subsidiary with their respective insurers or in the premiums payable pursuant to such policies.
- (o) Intellectual Properties -
  - (i) Attached hereto as Part I of Schedule "E" is a complete and accurate list of all trade marks, trade names, business names, patents, computer software, proprietary computer hardware and

## **Schedule "E"**

### **Contracts, Commitments**

#### **Real Property Leases**

The Corporation and the Subsidiaries do not currently own, nor do they have any agreement or option to own, any real property. Neither the U.S. Subsidiary nor the Barbados Subsidiary lease any real property. The Corporation and its French Subsidiary occupy the following real property:

- (a) The Corporation leases premises (inclusive of a gym and storage area) located at 1400 Blair Place, Gloucester, Ontario, pursuant to a written lease dated July 9, 1992 with 3170497 Canada Inc. (successor to The Glenview Corporation), as amended.
- (b) The Belgian office leases premises and services in Belgium located at Battelsesteenweg 455 A in 2800 Mechelen pursuant to a services agreement dated August 15, 2000.
- (c) The French Subsidiary leases premises in Paris, France located at 3 bis rue du Petit Robinson, 78350 Jouy-en-Josas pursuant to a lease dated June 26, 1996.
- (d) The Corporation stores a trade show booth in a warehouse owned by MacDonald Moving Services, Inc., a moving company, at 800 Route 44, Raynham, MA 02767. The Corporation is invoiced on a month-to-month basis at the rate of US \$100 per month. There is no written agreement with respect to this storage arrangement.

#### **Personal Property Leases**

1. None of the Subsidiaries are parties to equipment leases. The Corporation leases equipment pursuant to the following leases:
  - (a) Lease Agreement No. 6187392 between the Corporation and Pitney Bowes Leasing for a term of 60 months for photocopier and related equipment;
  - (b) Lease Document No. 20099 between the Corporation and Equilease Corporation for a term of 39 months for one Net Screen 10 Network appliance firewall, VPN and Traffic Shaping with Net Screen remote client;
  - (c) Lease Agreement between Ascom Canada Limited and the Corporation for a term of 36 months commencing July 6, 2000 for the lease of postal equipment;
  - (d) Lease Agreement between Scotiabank and the Corporation for a term of 36 months commencing January 6, 1999 as amended, for the lease of one design and fabrication of a 20' x 20' custom marketing booth;
  - (e) Lease Agreement between Scotiabank and the Corporation for a term of 36 months commencing May 6, 1998 as amended, for video conference equipment specified under a Schedule attached to the lease;

- (f) Lease Agreement between Scotiabank and the Corporation for a term of 72 months commencing March 27, 1997 for a telephone and cable system specified under a Schedule attached to the lease;
- (g) Lease Agreement between Scotiabank and the Corporation for a term of 12 months commencing October 1, 2000 for fitness equipment specified under a Schedule attached to the lease; and
- (h) Lease Agreement between KBC Autolease and OmniMark for a term of 40 months commencing February 1, 2001 for an automobile, Audi A4 Avant Quatro.

### **Employment, Service or Consulting Agreements**

The Corporation is a party to written employment agreements with John McFadden, Cindy Sprague and Michael Simpson, copies of which have been provided to the Buyer or counsel to the Buyer.

### **Material Agreements & Commitments**

1. The Corporation is party to an Amended and Restated Unanimous Shareholders Agreement made as of the 6th day of January, 1997 among the Corporation, John R. McFadden, Cindy A. Sprague, 1135209 Ontario Inc., Sam Wilmott, Sahara Corporation, Brant Investments Ltd., Lawrence & Company Inc., and Trinity Capital Securities Limited, a copy of which has been provided to the Buyer or counsel to the Buyer. Each certificate for the minority shareholders bears the following legend on the reverse: "The shares represented by this certificate are subject to the provisions of a certain agreement made as of the 14th day of October 1997 between the shareholder named herein and the Corporation. The transfer of the shares represented by this certificate is subject to certain restrictions including, without limitation, a repurchase right in favour of the Corporation. Notice of such agreement is hereby given and a copy of it is on file at the registered office of the Corporation."
2. The Corporation is a party to a Corporate Services Agreement between OmniMark Technologies Europe SARL and OmniMark Technologies Corporation, made as of August 1, 1999.
3. The Corporation is party to a Software Distribution Agreement dated February 8, 2001 between the Corporation and Xyvision Enterprise Solutions, Inc. ("Xyvision") (the "OEM"). The OEM provides for the license of OmniMark's program known as OEM OmniMark C/VM, release number 5.3, no libraries (the "Program"). The OEM further provides that Xyvision will supplement its products known as "XML Professional Publisher" and "Content@XML" with OmniMark's Program.
4. Certain members of the research and development team are entitled to retention bonuses based on commitment to staying with the Corporation. The following persons are eligible:

<b>Employee</b>	<b>Bonus</b>
Roy Germon	\$40,000
Roy Amodeo	\$40,000
Patrick Baker	\$40,000
Dylan Ellicott	\$25,000
Jacques Legare	\$25,000

Darcy Chorneyko	\$40,000
<b>Total:</b>	<b>\$210,000</b>

5. The Corporation is party to a demand Credit Facility with the RBC dated as of May 31, 2000, and as amended by letter agreements dated September 5, 2000, October 13, 2000, November 3, 2000, November 9, 2000, December 22, 2000, and January 3, 2001 (the "Amended Credit Facility"). The Corporation, and each of the French and American subsidiaries have general security agreements as collateral security under the Amended Credit Facility. The Amended Credit Facility is currently in default, as further described in Schedule "R" of the Disclosure Schedules.
6. The French Subsidiary is party to a loan agreement with the Fortis Banque (formerly the Banque Parisienne) in the amount of 7,676,23 Euros (the "Loan"). The term of the loan is for 15 months, commencing on May 30, 2000 and ending on July 30, 2001 with interest of 5.8%.
7. The Corporation is party to a non-interest bearing loan with Sahara Corporation by which the Corporation owes \$25,000 to Sahara Corporation. This amount is to be paid out on Closing.
8. The Corporation has entered into confidentiality agreements with its employees.
9. See attached list regarding the Corporation's material customer commitment.
10. See also Schedule "F" Insurance Policies and Schedule "O" Employee Plans.
11. See also the Corporation's disclosure under Schedule "Q" Loans to Directors.
12. See also the Corporation's disclosure under Schedule "S" Guarantees.

## **PART I – OWNED INTELLECTUAL PROPERTY**

1. Registered Trademarks

### **Canada**

<b><i>Mark</i></b>	<b><i>Registration No.</i></b>	<b><i>Reg. Date</i></b>	<b><i>Status</i></b>	<b><i>Expiry/Renewal</i></b>
XGML OMNIMARK	TMA410,115	March 26, 1993	Registered	03/26/2008
EXOTERICA XGML & DESIGN	TMA410,762	April 9, 1993	Registered	04/09/2008
OMNIMARK	TMA441,570	March 31, 1995	Registered	03/31/2010
SWIRL DESIGN	TMA446,716	August 25, 1995	Registered	08/25/2010

### **United States**

<b><i>Mark</i></b>	<b><i>Registration No.</i></b>	<b><i>Reg. Date</i></b>	<b><i>Status</i></b>	<b><i>Expiry/Renewal</i></b>
OMNIMARK	1,937,820	November 28, 1995	Registered	11/28/2005
SWIRL DESIGN	1,990,838	August 6, 1996	Registered	08/06/2006

**Note:** (i) OMNIMARK Section 8 affidavit due **November 28, 2001** in order to maintain registration.

(ii) Assignment from Exoterica Corporation recorded at USPTO on 03/12/97, but is not shown on USPTO online search system.

### Great Britain

<i>Mark</i>	<i>Registration No.</i>	<i>Reg.Date</i>	<i>Status</i>	<i>Expiry/Renewal</i>
OMNIMARK (in Class 16)	1,578,588	July 15, 1994	Registered	07/15/2001
OMNIMARK (in Class 9)	1,578,587	July 15, 1994	Registered	07/15/2001

### France

<i>Mark</i>	<i>Registration No.</i>	<i>Reg.Date</i>	<i>Status</i>	<i>Expiry/Renewal</i>
OMNIMARK	94 529441	July 19, 1994	Registered	07/18/2004

### European Community

<i>Mark</i>	<i>Registration No.</i>	<i>Reg.Date</i>	<i>Status</i>	<i>Expiry/Renewal</i>
OMNIMARK	84,707	June 18, 1998	Registered	04/01/2006

### Germany

<i>Mark</i>	<i>Registration No.</i>	<i>Reg.Date</i>	<i>Status</i>	<i>Expiry/Renewal</i>
OMNIMARK	2,904,221	April 3, 1995	Registered	07/13/2004

## 2. Unregistered Trademarks

SureSpeed

Konstruktor

OmniMark IDE

OmniMark IDE Home and School

Omug-1

OMDN

Microdocument Architecture

Avalon product line, comprising:

OmniMark Studio for Gandalf

OmniMark Server for Gandalf

OmniMark Studio for Merlin

OmniMark Server for Merlin

OmniMark Studio for SpellBinder

OmniMark Server for SpellBinder

OmniMark Studio for SpellCaster

OmniMark Server for SpellCaster

Excalibur

3. Know-how

OmniMark has accumulated extensive knowledge in the area of XML, SGML, and structured mark-up languages as well as knowledge of systems using these languages.

4. Patent

- (a) "Comprehensive Method of Resolving Nested Forward References in Electronic Data Streams within Defined Resolution Scopes"

United States Patent No.: 6,047,296  
Date of Registration: April 4, 2000

- (b) "Method for the Construction of Electronic Documents"

European Patent Application: 97121422.6  
Status: Awaiting publication of European Search Report; examination not yet requested; amendments, including change of title, to be filed at time examination requested.

\*The European patent application is exactly the same as the U.S. patent, but the name has not yet been changed to the title quoted in 3(a) above.

\*\* At the same time the Corporation submitted an application for the patent described in (a) above, it also submitted the same patent for registration in Canada (Application No. 2,230,661), which application has now been abandoned as of January 8, 2001.

5. Computer Software

XGML Translator (XTRAN)  
XGML CheckMark  
XGML Validator  
XGML Normalizer  
XGML Engine  
OmniMark  
Kernel  
OmniMark IDE  
OmniMark IDE Home and School  
Konstructor  
SureSpeed  
Avalon Suite comprising: Gandalf, Merlin, Spellcaster, Spellbinder, Excalibur

6. Copyright

Copyright is claimed in all documentation and software produced by the Corporation, its Subsidiaries and its predecessors. This documentation is further described in the attached documentation Catalogue List and Printed Archives List.

The Corporation has permitted the non-exclusive use of OmniMark C/VM and the OmniMark IDE trial version in the book titled XML and SOAP Programming for BizTalk Servers by Brian Travis.