



03-05-2003

DP

FORM PTO-1619A



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RECORDATION 102381099
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **2-28-03**

Resubmission (Non-Recordation)
Document ID# _____

Correction of PTO Error
Reel # _____ Frame # _____

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Reel # _____ Frame # _____

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other Distribution Agreement

U.S. Government

(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) CLEARNET INC. Execution Date
Month Day Year

09/30/2002

Second Party

Name (line 1) _____ Execution Date
Month Day Year

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) TELUS COMMUNICATIONS INC.

Name (line 2) _____

Address (line 1) 3777 Kingsway

Address (line 2) Floor 21

Address (line 3) Burnaby British Columbia/Canada V5H 3Z7
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (*Designation must be a separate document from Assignment.*)

Domestic Representative Name and Address

Enter for first Receiving Party only.

Name BLAKE, CASSELS & GRAYDON LLP

Address (line 1) Box 25, Commerce Court West

Address (line 2) 199 Bay Street

Address (line 3) Toronto, Ontario M5L 1A9

Address (line 4) Canada

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PATENT
REEL: 013796 FRAME: 0809

3/04/2003
1 FD:A021

Correspondent name and Address

Area Code and Telephone Number

416.863.2518

Name Christopher N. Hunter (Reg. No. 52,528)

Address (line 1) BLAKE, CASSELS & GRAYDON LLP

Address (line 2) Box 25, Commerce Court West

Address (line 3) 199 Bay Street, Toronto

Address (line 4) Ontario M5L 1A9 Canada

Pages Enter the total number of pages of the attached conveyance document including any attachments.

2

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property)

Patent Application Number(s)

Patent Number(s)

~~09/680,021~~

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing Inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):\$

40

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

02-2553

Authorization to charge additional fees:

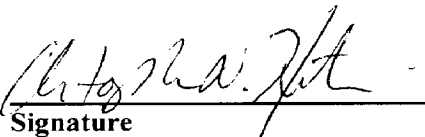
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Christopher N. Hunter
Name of Person Signing


Signature

February 27, 2003
Date

DISTRIBUTION AGREEMENT

THIS AGREEMENT is made the 30th day of September, 2002.

BETWEEN:

CLEARNET INC., a body corporate amalgamated under
the laws of Canada (hereinafter called the "Corporation")

OF THE SECOND PART.

- and -

TELUS COMMUNICATIONS INC., a body corporate
amalgamated under the laws of Canada (hereinafter called the "Shareholder")

OF THE SECOND PART.

WHEREAS the Shareholder owns or controls all of the issued and outstanding shares in the capital of the Corporation and on a distribution of the property and assets of the Corporation is entitled to all of the property and assets of the Corporation;

NOW THEREFORE this Agreement witnesses that in consideration of the foregoing and of the covenants, agreements and payments herein set out and provided for, the parties hereto hereby respectively covenant and agree as follows:

- I. In connection with the dissolution of the Corporation pursuant to section 210 of the *Canada Business Corporations Act*, the Corporation hereby covenants and agrees as of the Effective Time (as hereinafter defined) to transfer, convey, assign and set over to the Shareholder all of its property and assets of every nature and kind whatsoever including, but without limiting the generality of the foregoing:
 - (a) all of the property of the Corporation, moveable or immovable, real or personal, of every kind and wheresoever situate.

- (e) all other property, assets and rights which the Corporation is or may hereafter be entitled to in connection with the business formerly carried on by it or otherwise,

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first above written.

CLEARNET INC.

Per:


Authorized Signatory

TELUS COMMUNICATIONS INC.

Per:

James W. Peters
Authorized Signatory



BLAKE, CASSELS & GRAYDON

PARCEL LIST

TO: THE COMMISSIONER OF PATENTS AND TRADEMARKS

Disbursement Code 53

DATE: February 27, 2003

U.S. Patent Parcel: 1841

Cheque Number: 8275392

Waybill No.: 175106826650023689

Client Name Application No.	PIC	Client/Matter No. (Dkd)	Amount	Description	Date
Cleartnet Inc. 09/680,021	CNH	36142/279	\$40.00 x 2 \$80.00 (U.S.)	Two Documents for Registration	
TOTAL:			\$80.00 (U.S.)		