



Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

07-08-2008

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



103512337

To the Director of the U.S. Patent and Trademark Office

Send to the new address(es) below.

80-1-2
7-1-08

1. Name of conveying party(ies)
Cantone Office Center, LLC

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

2. Name and address of receiving party(ies)
Name: Maximus Multimedia International, LLC
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) May 30, 2008
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 1520 West Altorfer Drive

City: Peoria
State: Illinois
Country: USA Zip: 61615
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
09/421,156
08/429,954
08/736,680
09/589,727
10/056,872

B. Patent No.(s)
6,167,443
6,535,588
6,842,785
6,009,465
6,775,518
Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Troy Behnke
Internal Address: _____
Street Address: 1520 West Altorfer Drive
City: Peoria
State: Illinois Zip: 61615
Phone Number: (309) 272-5215
Fax Number: _____
Email Address: troy@playmaxmedia.com

6. Total number of applications and patents involved: 5
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: [Signature] 6-26-08
Signature Date
A. Cantone, Managing Member, Cantone Office Center LLC
Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

07/02/2008 WASFAW1 00000009 09421156
01 FC:8021 200.00 OP

BILL OF SALE

FOR VALUE RECEIVED in the amount of \$10.00, a promissory note and security agreement assumed, executed and delivered by Buyer in favor of Seller, and other good and valuable consideration paid or to be paid to Cantone Office Center, LLC, as Post-Petition Lender to the Debtors (defined below), of Tinton Falls, New Jersey (hereinafter "Seller"), receipt of which is hereby acknowledged, the Seller has bargained and sold, and hereby does grant, assign, and transfer to Maximus Multimedia International, LLC of Peoria, Illinois (hereinafter "Buyer"), the following described property (hereinafter "Collateral").

All right, title and interest of Seller in all the property specifically described on the attached Exhibit A,

to have and to hold the same unto the Buyer, its executors, administrators, representatives, successors and assigns, forever.

This transfer of Collateral owned by SVI Media, Inc. and OxfordSVI, Inc. (collectively the "Debtors") is intended to assign all of the Seller's rights as the secured party in the above-described Collateral pursuant to the *Final Order Authorizing Debtors in Possession to Obtain Post-Petition Financing Pursuant to Section 364 of the Bankruptcy Code, Providing Adequate Protection and Granting Liens, Security Interests and Superpriority Claims* ("Final DIP Financing Order"), entered January 23, 2008 in U.S. Bankruptcy Court, Central District of Illinois, Case Nos. 07-82762 (SVI Media, Inc) and 07-82763 (OxfordSVI, Inc.), granting the Seller a priority security interest in the Collateral to the extent set forth therein, under which Final DIP Financing Order the Debtors have defaulted.

The Seller hereby warrants and represents the following:

1. that the Seller has a first lien perfected security interest in the Collateral, pursuant to and to the extent set forth in the Bankruptcy Court's Final DIP Financing Order of January 23, 2008;
2. that the Senior Secured Debenture Holders of the Debtors have acknowledged Seller's priority in the Collateral by virtue of their Bill of Sale of even date herewith;
3. that the Debtor defaulted in connection with the obligations secured by the above-described Collateral;
4. that the Seller has exercised its post-default remedies with respect to the above-described Collateral pursuant to the Final DIP Financing Order, and relief from the automatic stay was obtained from the United States Bankruptcy Court regarding all Collateral (except a \$100,000.00 deposit by the DCH Group being held pursuant to further Order of the Bankruptcy Court; and the Debtor's adversary action against Canadian Imperial Bank of Commerce, *et al.*, pending before the Bankruptcy Court (Case No. 08-08039)); and
5. that the Seller has complied with any applicable law in assuming ownership of the Collateral and transferring same hereby, including without limitation providing



Notification of Proposal to Accept Collateral in Full Strict Foreclosure pursuant to the Illinois Uniform Commercial Code, and obtaining written consent from the Debtors.

The Seller, for itself and its successors and assigns, does hereby agree to cooperate in any action regarding title to any of the above, without cost or expense to Seller.

Dated this 30 day of May, 2008.

SELLER:

CANTONE OFFICE CENTER, LLC, Post-Petition
Lender

By: 
Anthony Cantone

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EXHIBIT A

All currently-owned or hereafter-acquired property and assets of the Debtors of any kind or nature, whether real or personal, tangible or intangible (specifically excluding avoidance actions), wherever located, now owned or hereafter acquired or arising, and all proceeds, products, rents and profits thereof, including, accounts, chattel paper, instruments, documents, general intangibles, inventory, goods, equipment, investment property, deposit accounts, bank accounts, deposits and cash, including all increases, accretions, replacements, substitutions, and additions thereto, and all cash and non-cash proceeds and products (all of the foregoing collateral generally described above, and all proceeds thereof, including without limitation, titled vehicles (all of the foregoing, the "Collateral"));

in each case subject only to:

- a) the Carve-Out as defined in the Final DIP Financing Order; and
- b) any superior valid, perfected, enforceable and unavoidable lien arising under applicable non-bankruptcy law on account of goods or services provided; and
- c) as to the \$100,000.00 deposit by the DCH Group being held pursuant to further Order of the Bankruptcy Court; and the Debtor's adversary action against Canadian Imperial Bank of Commerce, *et al.*, pending before the Bankruptcy Court (Case No. 08-08039); any retention of said assets by the Buyer being expressly subject to obtaining relief from the automatic stay or other further order of the Bankruptcy Court.



BILL OF SALE

FOR VALUE RECEIVED in the amount of \$10.00 and other good and valuable consideration paid to Cantone Office Center, LLC, as agent for the Senior Secured Debenture Holders, of Tinton Falls, New Jersey (hereinafter "Seller"), receipt of which is hereby acknowledged, the Seller has bargained and sold, and hereby does grant, assign, and transfer to Maximus Multimedia International, LLC of Peoria, Illinois (hereinafter "Buyer"), the following described property (hereinafter "Collateral").

All right, title and interest of Seller in all the property specifically described on the attached Exhibit A,

to have and to hold the same unto the Buyer, his executors, administrators, representatives, successors and assigns, forever.

This transfer of Collateral owned by SVI Media, Inc. and OxfordSVI, Inc. (the "Debtors") is intended to assign all of the Seller's rights as the secured party in the above-described Collateral pursuant to its Security Agreement dated July 16, 2007, upon which the Debtors have defaulted.

The Seller hereby warrants and represents the following:

1. that the Seller has a perfected security interest in the above-described Collateral, subject to the first lien of the Debtor-in-Possession lender pursuant to the Bankruptcy Court's Order of January 23, 2008;
2. that the Debtor defaulted in connection with the obligations secured by the above-described Collateral;
3. that the Seller has exercised its post-default remedies with respect to the above-described Collateral pursuant to its Security Agreement and relief from the automatic stay was obtained from the United States Bankruptcy Court; and
4. that the Seller has complied with any applicable law in assuming ownership of the Collateral and transferring same hereby, including without limitation providing Notification of Proposal to Accept Collateral in Full Strict Foreclosure pursuant to the Illinois Uniform Commercial Code.

The Seller, for itself and its successors and assigns, does hereby agree to cooperate in any action regarding title to any of the above.



#381925-v1

EXHIBIT A

All property of the Debtor and property of the estate of the same kind and type as described in the Security Agreement except for titled vehicles, acquired by the Debtor or the estate on or after the Petition Date, including but not limited to:

- (a) All of Debtor's existing and future (i) accounts, contract rights, general intangibles (including, without limitation, all tax refunds, patents, copyrights, trademarks, tradenames, service names, service marks, subscription lists, customer lists, and engineering, mechanical and shop drawings and specifications) chattel paper, choses in action, documents and instruments, (ii) right, title and interest in and to the goods or other property represented by or

PATENT
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BILL OF SALE

FOR VALUE RECEIVED in the amount of \$10.00 and other good and valuable consideration paid to Cantone Office Center, LLC, as agent for the Senior Secured Debenture Holders, of Tinton Falls, New Jersey (hereinafter "Seller"), receipt of which is hereby acknowledged, the Seller has bargained and sold, and hereby does grant, assign, and transfer to Maximus Multimedia International, LLC of Peoria, Illinois (hereinafter "Buyer"), the following described property (hereinafter "Collateral").

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to have and to hold the same unto the Buyer, his executors, administrators, representatives, successors and assigns, forever.

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The Seller hereby warrants and represents the following:

1. that the Seller has a perfected security interest in the above-described Collateral, subject to the first lien of the Debtor-in-Possession lender pursuant to the Bankruptcy Court's Order of January 23, 2008;
2. that the Debtor defaulted in connection with the obligations secured by the above-described Collateral;
3. that the Seller has exercised its post-default remedies with respect to the above-described Collateral pursuant to its Security Agreement and relief from the automatic stay was obtained from the United States Bankruptcy Court; and
4. that the Seller has complied with any applicable law in assuming ownership of the Collateral and transferring same hereby, including without limitation providing Notification of Proposal to Accept Collateral in Full Strict Foreclosure pursuant to the Illinois Uniform Commercial Code.

The Seller, for itself and its successors and assigns, does hereby agree to cooperate in any action regarding title to any of the above.



Dated this 30 day of May, 2008.

SELLER:

CANTONE OFFICE CENTER, LLC, as
agent for the Senior Secured Debenture Holders

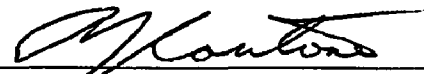
By: 
Anthony Cantone

EXHIBIT A

All property of the Debtor and property of the estate of the same kind and type as described in the Security Agreement except for titled vehicles, acquired by the Debtor or the estate on or after the Petition Date, including but not limited to:

- (a) All of Debtor's existing and future (i) accounts, contract rights, general intangibles (including, without limitation, all tax refunds, patents, copyrights, trademarks, tradenames, service names, service marks, subscription lists, customer lists, and engineering, mechanical and shop drawings and specifications) chattel paper, choses in action, documents and instruments, (ii) right, title and interest in and to the goods or other property represented by or securing any of the foregoing, (iii) rights as unpaid vendor or lienor, including stoppage in transit, replevin or reclamation, (iv) additional amounts due from any customer irrespective of whether such additional amounts have been specifically assigned to Secured Parties, (v) tax refunds, (vi) guaranties, mortgages on real or personal property, leases, security agreements or other agreements on properties securing or relating to any of the items referred to above or acquired for the purpose of securing or enforcing any of such items, and (vii) monies, deposits, securities, instruments, credits or other property now or hereafter held by Secured Parties;
- (b) All of Debtor's now owned and hereafter acquired or arising goods, materials, supplies and inventory wherever located;
- (c) All of Debtor's now owned and hereafter acquired (i) machinery, equipment, appliances, apparatus, tools, machine tools, accessories, parts, furniture, fixtures, all wherever located excepting titled vehicles, (collectively "Equipment"), (ii) rights as lessor or sublessee under leases and subleases of Equipment, (iii) rights to acquire any Equipment, whether by exercise of the purchase options or otherwise, and (iv) rights against all manufacturers, suppliers and vendors of any Equipment;
- (d) All of Debtor's interests under leases of real estate and all rents, issues and profits derived from any real estate owned or leased by Debtor;
- (e) All of Debtor's interest in partnerships, joint ventures, or other entities, associations or affiliations;
- (f) All types and descriptions of Prepetition Collateral, created, acquired or arising after the Petition Date;
- (g) All accessions, accessories, parts, attachments, additions, substitutions and replacements for any of the foregoing, used and intended for use in connection with any of the foregoing;



- (h) All insurance proceeds relating to all of the foregoing;
- (i) All products and proceeds involved in the foregoing in any form, including without limitation proceeds of eminent domain proceedings and condemnation awards arising therefrom or relating thereto, and all claims of Debtor against third parties for loss, damage or destruction of any or all of the foregoing.

And specifically excluding all:

1. Avoidance actions;
2. The \$100,000.00 deposit by the DCH Group being held pursuant to further Order of the Court; and
3. The adversary action against Canadian Imperial Bank of Commerce, *et al.*, pending before the Court (Case No. 08-08039).

