

Form PTO-1595 (Rev. 12/08)
OMB No. 0651-0027 (exp. 01/31/2009)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)

VERTIGOXMEDIA INC.

2. Name and address of receiving party(ies)

Name: X2O MEDIA INC.

Internal Address: Suite 100

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 21, 2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Correction to cover sheet
Previously recorded under reel/frame no. 018427/0937

Street Address: 147 Saint-Paul Street West

City: Montreal

State: Quebec

Country: Canada Zip: H2Y 1Z5

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)

B. Patent No.(s)

7,312,803

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brett J. Slaney

Internal Address: Customer No. 27871

Blake, Cassels & Graydon LLP

Street Address: 199 Bay Street, Suite 2800

City: Toronto

State: Ontario Zip: M5L 1A9

Phone Number: (416) 863-2518

Fax Number: (416) 863-2653

Email Address: brett.slaney@blakes.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$

40

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 02-2553

Authorized User Name Brett J. Slaney

9. Signature:

Brett J. Slaney (Reg. No. 58,772)

Name of Person Signing

Signature

August 20, 2009

Date

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, VA 22313-1450

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PATENT
REEL: 023119 FRAME: 0452



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Confirmation Receipt

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The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VERTIGOXMEDIA INC.	04/21/2006
RECEIVING PARTY DATA	
Name:	X20 MEDIA INC.
Street Address:	147 Saint-Paul Street West
Internal Address:	Suite 100
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H2Y 1Z5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10856872
CORRESPONDENCE DATA	
Fax Number:	(613)788-2247
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful</i>	
Phone:	6137882244
Email:	karen.forgie@blakes.com
Correspondent Name:	Blake, Cassels & Graydon LLP
Address Line 1:	45 O'Connor Street

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Page 2 of 2

Address Line 2: 20th Floor	
Address Line 4: Ottawa, Ontario, CANADA K1P 1A4	
ATTORNEY DOCKET NUMBER:	222609/7
NAME OF SUBMITTER:	Daphne L. Maravei
Signature:	/Daphne L. Maravei/
Date:	10/24/2006
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	
RECEIPT INFORMATION EPAS ID: PAT175560 Receipt Date: 10/24/2006 Fee Amount: \$40	

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PATENT

ASSIGNMENT AGREEMENT

MADE AS OF this 21st day of April, 2006 (the "Effective Date"),

BY: **VERTIGOXMEDIA INC.**, a corporation duly incorporated under the laws of Quebec;

(hereinafter referred to as the "Assignor")

AND: **X2O MEDIA INC.**, a corporation duly incorporated under the laws of Canada;

(hereinafter referred to as the "Assignee")

(the Assignor and the Assignee being hereinafter referred to collectively as the "Parties" and individually as a "Party")

WHEREAS the Parties have entered into an Asset Purchase Agreement as of the Effective Date (the "Asset Purchase Agreement") under which the Assignor agrees to sell, transfer and assign to the Assignee all assets of the Assignor related to its digital signage business and creative services business;

WHEREAS the Parties intend to further detail this assignment of Intellectual Property Rights by the Assignor to the Assignee as set out in the Asset Purchase Agreement through this Assignment Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, except where the context or subject-matter is inconsistent therewith, the following terms shall have the following meanings:

1.1 "Asset Purchase Agreement" shall mean the Asset Purchase Agreement entered into by the Parties as of the Effective Date;

1.2 "Creative Services" shall mean the provision of the following services: (i) concept design and brand development services for broadcast television graphics, (ii) concept design and brand development services for digital signage applications, (iii) concept design and brand development services for corporate applications, (iv) graphics execution services for broadcast television, and (v) template development services for broadcast television;

1.3 "Digital Signage Business" shall mean the development, manufacturing and commercialization of the following products and services: (i) software and hardware products for the automated or manual display of video and graphics content, (ii) graphics development services, (iii) content management services, (iv) network management services, (v) custom software development services, and (vi) integration services;

1.4 "Digital Signage Intellectual Property" shall mean the Intellectual Property Rights described in Exhibit 1 to this Agreement;

Assignment Agreement

1.5 "Intellectual Property Rights" shall mean any and all rights, titles and interests in and to any and all ideas, discoveries, inventions, creations, works and know-how including, without limitation, patents, trade-marks, service marks, designs, integrated circuit topographies, copyrights, including registrations or applications for registration for any of the foregoing, as well as design rights, confidential information, trade secrets and any other similar intellectual property rights protected in Canada and in any other country;

1.6 "Patent Application" shall mean the provisional application with the United States Patent Office no. 10/856,872 entitled "Method for Producing Graphics for Overlay on Video Sources."

2. ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby irrevocably grants, assigns and transfers to the Assignee any and all Intellectual Property Rights it may hold in the Digital Signage Intellectual Property, including, without limitation, any and all rights in the Patent Application.

3. MORAL RIGHTS

The Assignor hereby irrevocably waives in favour of the Assignee any and all moral rights it may have, if any, in any element of the Digital Signage Intellectual Property assigned under this Agreement in Canada and in all other jurisdictions where such waiver is permitted. In any jurisdiction where an irrevocable waiver is not permitted, such waiver is granted to the full extent permitted by law. For clarification, the Assignor does not represent or warrant that it has obtained waiver of moral rights from any person who might have such rights, and does not undertake to obtain such waiver from any relevant individual.

4. FURTHER ACTS

4.1 The Assignor agrees that upon the written request of the Assignee, it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such documents as are within its power to cause the doing or execution, as the Assignee may from time to time reasonably request be done and/or executed as may be necessary to give effect to this Agreement.

5. ENTRY INTO FORCE

5.1 This Agreement shall become effective as of the Effective Date.

6. GENERAL

6.1 Assignment and Change of Control. Unless otherwise specifically stated in this Agreement, the Assignee may assign all of its rights in this Agreement or in any work or invention assigned hereunder to any third party at its sole discretion. In the event of any change of control, merger, continuation or reorganisation of the Assignee or the Assignor or of a sale of

Assignment Agreement

all or substantially all of the assets of the Assignee or the Assignor, the rights of the Assignee as set out hereunder shall remain in force and be binding on any successor company or purchaser as the case may be.

6.2 Notice. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given seven (7) days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given seven (7) days after normal service resumes. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice. Addressing and delivery is to be made as follows:

6.2.1 If to the Assignor:

VertigoXmedia Inc.
c/o Technologies Miranda Inc.
3499 Douglas-B. Floreani
Montreal (Quebec) H4S 2C6

Attention: Attention: Director of Legal Services
Facsimile: (514) 333-9828

6.2.2 If to the Assignee:

X2O Media Inc.
147 Saint-Paul Street West
Suite 100
Montreal (Quebec) H2Y 1Z5

Attention: David Wikins
Facsimile: (514) 397-0954

as the case may be.

or at such other address as any of the said parties shall by notice direct.

6.3 Relationship. In giving effect to this Agreement, neither party shall be or be deemed to be an agent or employee of the other for any purpose and their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the Parties. Neither party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or

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faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

6.5 Miscellaneous. This Agreement shall be governed by the laws of the Province of Quebec, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. Both Parties agree to be governed by the jurisdiction of the courts of Quebec, District of Montreal, in the event that any proceeding shall be brought under the terms of this Agreement. This Agreement may not be modified except in writing by both Parties. The terms of this Agreement supersede any past communication, whether oral or in writing between the Parties. Should any section or term contained in this Agreement be declared invalid by a court of law, it shall be severed from this Agreement without affecting any other terms which will continue to remain in full force. This Agreement shall be binding upon the Parties and their respective successors and assigns. The Parties have expressly requested that this Agreement and any documents related thereto be drafted in the English language. Les parties aux présentes ont expressément requis que la présente convention et tous les documents y afférents soient rédigés en langue anglaise.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the day and year first above written.

VERTIGOXMEDIA INC.

X20 MEDIA INC.

Per:



David Wilkins

Per:



David Wilkins

Assignment Agreement**EXHIBIT 1 TO THE ASSIGNMENT AGREEMENT****DIGITAL SIGNAGE INTELLECTUAL PROPERTY**

The Digital Signage Intellectual Property consists of:

- The rights in the following Xpresenter products:
 - Xpresenter PowerPoint plug-in source and object code;
 - Xpresenter Style Browser source and object code;
 - Xpresenter Remote Manager source and object code;
 - Xpresenter Agent source and object code;
 - Xpresenter Remote Monitor source and object code;
 - Xpresenter Audio Monitor source and object code;
 - Xpresenter Xmedia Server DS source and object code;
 - Xpresenter Scheduler source and object code;
 - Xpresenter user documentation; and
 - Xpresenter marketing materials, including product brochures, product demo reel, website content, reseller information kit, sample demo content, support knowledge base, and quick start guide.
- All rights in the Patent Application;
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- All graphics, video, and demo content created by the Creative Services group of the Assignor.