

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City, State/Country/Zip Code

- Individual General Partnership Limited Partnership
 Corporation Association
 Other
 Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a local agent for service should be attached (if applicable) as a separate document from Assignment.)

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

75/709,217
75/618,120
75/618,119
75/618,114

Page 2

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (206) 623-7580

Name Heather K. Fox

Address (line 1) Preston Gates & Ellis LLP

Address (line 2) 701 Fifth Avenue

Address (line 3) Suite 5000

Address (line 4) Seattle, WA 98101

Pages

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

15

Trademark Application Number(s) or Registration Number(s)

 Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)	
76/267,169	76/135,813	75/797,082	2,444,368	2,317,185
76/200,503	76/046,378	75/956,670	2,458,564	2,322,064
76/137,858	75/981,317	75/731,294	2,321,614	2,298,481

Number of Properties

Enter the total number of properties involved

19

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$490.00

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:

162456

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.

Heather K. Fox

Name of Person Signing

Signature

Date Signed

K:\00101\01454\XHFKFXHKFO22DL

ATTACHMENT 1
Trademark Security Agreement

Item A. Trademarks

<u>Reg. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
2,298,481	Intertainer (Stylized)	35, 38	12/7/99	12/7/09
2,317,185	Intertainer	9, 35, 38	2/8/00	2/8/10
2,322,064	Intertainer (Stylized)	9	2/22/00	2/22/09
2,321,614	Anything. Anytime.	38	2/22/00	2/22/10

U.S. App. No.

2444368	You Channel	35, 38	4/17/01	4/17/11
2458564	CONTROL YOURSELF	9, 35, 38	6/5/2001	6/5/2007

Canada Reg. No.

541,087	Intertainer	9, 35	2/12/02	2/12/16
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Mexico Reg. No.

672,563	I & VIDEO DESIGN	9	9/28/00	2/22/10
672,569	Intertainer	9	9/28/00	2/23/10
672,570	Intertainer	38	9/28/00	2/23/10
678,258	CONTROL YOURSELF	9	11/27/00	3/15/10
676,695	CONTROL YOURSELF	38	10/31/00	2/22/10
678,259	CONTROL YOURSELF	38	11/27/00	3/15/10

Australian Reg. No.

812,279	Intertainer	9, 35, 38	11/1/99	11/1/09
827,245	CONTROL YOURSELF	9,35,38	Application date: 3/10/00	
824,256	I And Video Screen Design	9, 35, 38	2/17/00	2/17/10

European Community
Trademark

886952	INTERTAINER	9, 35, 38 7/24/98	7/24/98	7/24/08
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B. PENDING

<u>U.S. App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
	Intertainer Logo (Complete)	35, 38	9/29/00
76/267169	Intertainer	25	6/5/01

[TBD]	Broadband Entertainment Network	35, 38	9/25/00
75/618,114	Click Through Video	9, 35, 38	1/11/99
75/618,119	Click Thru Video	9, 35, 38	1/11/99
75/618,120	Network Video Standard	9, 35, 38	1/11/99
75/709,217	Right Place. Right Time.	38	3/19/99
75/731,294	Your Personal Assistant	38	6/17/99
75/795,670	I and Video Screen Design	9, 35, 38	9/8/99
75/797,082	I Want In	9, 35, 38	9/9/99
75/833,192	Control Yourself	9, 35, 38	10/25/99
2444368	You Channel	35, 38	4/17/01
76/046,378	Hi-Band	35, 38	5/10/00
76/200,503	FUN ZONE	38	1/29/01

[TBD] LIBIDO

[TBD] INTERTAINET

76/01389 YOU CHANNEL

76/137, 858

76/137858 INTERTAINER ENTERTAINMENT ON DEMAND & Design

76/135, 813

[TBD] SMARTMEDIA

Australia App. No. Mark

824,256 I And Video Screen Design

Canada App. No. Mark

1050488 CONTROL YOURSELF 9, 35, 38 3/10/00

1049152 I And Video Screen Design 9, 35, 38 2/29/00

<u>Europe App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
886,952	Intertainer	9, 35, 38	7/24/98

[TBD]	I And Video Screen Design	9, 35, 38	[TBD]
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<u>Mexico App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
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[TBD]	Intertainer	35	[TBD]
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[TBD]	Intertainer	38	[TBD]
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[TBD]	I And Video Screen Design	9	[TBD]
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[TBD]	I And Video Screen Design	35	[TBD]
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[TBD]	CONTROL YOURSELF	35	[TBD]
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<u>Singapore App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
12604/99	Intertainer	9	11/4/99

12605/99	Intertainer	35	11/4/99
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12606/99	Intertainer	38	11/4/99
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3194/00	I And Video Screen Design	9	[TBD]
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3195/00	I And Video Screen Design	35	[TBD]
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3196/00	I And Video Screen Design	38	[TBD]
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Intertainer Asia

Singapore

T01/04595 I	INTERTAINER	41
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T01/04594 J	"i" logo	41
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T01/04127 I	"i" "intertainer" with "entertainment on demand"	35
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T01/04126 G	"i" "intertainer" with "entertainment on demand"	38
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T01/04126 J	"i" "intertainer" with "entertainment on demand"	41
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Australia

870714	"i" logo	41
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870710	INTERTAINER (word)	41
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870713	Intertainer & i logo with "entertainment on demand"	35, 38, 41
Hong Kong		
2001-04849	"i" logo	35
2001-04850	"j" logo	38
2001-04851	"j" logo	41
2001-04852	INTERTAINER (word)	35
2001-04853	INTERTAINER (word)	38
2001-04854	INTERTAINER (word)	41
2001-04855	Intertainer & i logo with "entertainment on demand"	35
2001-04856	Intertainer & i logo with "entertainment on demand"	38
2001-04857	Intertainer & i logo with "entertainment on demand"	41
Indonesia		
J00 2001 07250-7300	"i" logo	16
J00 2001 06440-6488	"i" logo	38
J00 2001 06441-6489	"i" logo	41
J00 2001 07249-7299	INTERTAINER (word)	16
J00 2001 06442-6490	INTERTAINER (word)	38
J00 2001 06441-6491	INTERTAINER (word)	41
J00 2001 07248-7298	intertainer & i logo with "entertainment on demand"	16
J00 2001 06438-6486	Intertainer & i logo with "entertainment on demand"	38
J00 2001 06439-6487	Intertainer & i logo with "entertainment on demand"	41
Korea		

2001-0005517	"i" logo	35, 38, 41
2001-0005518	INTERTAINER (word)	35, 38, 41
2001-0005519	Intertainer & i logo with "entertainment on demand"	35, 38, 41
Malaysia		
2001-04112	"i" logo	35
2001-04110	"i" logo	38
2001-04111	"i" logo	41
2001-04107	INTERTAINER (word)	35
2001-04106	INTERTAINER (word)	38
2001-04109	INTERTAINER (word)	41
2001-04027	Intertainer & i logo with "entertainment on demand"	35
2001-04028	Intertainer & i logo with "entertainment on demand"	38
2001-04108	Intertainer & i logo with "entertainment on demand"	41
New Zealand		
635217	"i" logo	35
635218	"i" logo	38
635219	"i" logo	41
635214	INTERTAINER (word)	35
635215	INTERTAINER (word)	38
635216	INTERTAINER (word)	41
635220	Intertainer & i logo with "entertainment on demand"	35
635221	Intertainer & i logo with "entertainment on demand"	38

635223	Intertainer & i logo with "entertainment on demand"	41
PRC		
2001089866	"i" logo	35
2001089867	"i" logo	38
2001089868	"i" logo	41
2001089869	INTERTAINER (word)	35
2001089870	INTERTAINER (word)	38
2001089871	INTERTAINER (word)	41
2001046276	Intertainer & i logo with "entertainment on demand"	35
2001046277	Intertainer & i logo with "entertainment on demand"	38
2001089872	Intertainer & i logo with "entertainment on demand"	41
2001089873	INTERTAINER (in Chinese)	35
2001089874	INTERTAINER (in Chinese)	38
2001089875	INTERTAINER (in Chinese)	41
2001089862	Intertainer & i logo with "entertainment on demand" (in Chinese)	35
2001089863	Intertainer & i logo with "entertainment on demand" (in Chinese)	38
2001089864	Intertainer & i logo with "entertainment on demand" (in Chinese)	41
Taiwan		
90-011672	"i" logo	35
90-011673	"i" logo	38
90-011674	"i" logo	41
90-011675	INTERTAINER (word)	35
90-011676	INTERTAINER (word)	38
90-011677	INTERTAINER (word)	41

90-011678	Intertainer & i logo with "entertainment on demand"	35
90-011679	Intertainer & i logo with "entertainment on demand"	38
90-011680	Intertainer & i logo with "entertainment on demand"	41

Philippines

4-2001-0002296	"i" logo	35, 38, 41
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4-2001-0002293	INTERTAINER (word)	35, 38, 41
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4-2001-0002294	Intertainer & i logo with "entertainment on demand"	35, 38, 41
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4-2001-0002295	Intertainer & i logo with "entertainment on demand"	35, 38, 41
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Thailand

452025	"i" logo	35
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452026	"i" logo	38
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451216	"i" logo	41
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452027	INTERTAINER (word)	35
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452028	INTERTAINER (word)	38
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451215	INTERTAINER (word)	41
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449792	Intertainer & i logo with "entertainment on demand"	35
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449793	Intertainer & i logo with "entertainment on demand"	38
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451217	Intertainer & i logo with "entertainment on demand"	41
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European Community
Trademark

1563733	CONTROL YOURSELF	9, 35, 38	3/17/00
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1537216/2	I AND VIDEO SCREEN DESIGN	9, 35, 38	3/2/00
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 2001, is made by INTERTAINER, INC., a Delaware corporation (the "Grantor"), in favor of MICROSOFT CAPITAL CORPORATION, a Nevada corporation (in its capacity as a Lender, "Microsoft" and in its capacity as the agent and secured party hereunder "Secured Party"), as the agent for Microsoft and various other entities and institutions provides loans (collectively referred to herein as "Lenders") pursuant to the Convertible Loan Agreement dated as of November 19, 2001 between Grantor, Agent and Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WITNESSETH:

WHEREAS, Grantor owns the trademarks, trademark registrations, and trademark applications listed on Attachment 1 annexed hereto; and

WHEREAS, pursuant to the Loan Agreement, Grantor may borrow from the Lenders up to an amount equal to the aggregate commitment of the Lenders as set forth in the Loan Agreement (the "Secured Obligations"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and the Secured Party, Grantor has granted to the Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all currently owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), including, without limitation, all trademark registrations and trademark applications, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and the

benefit of each Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other business identifiers, prints and labels on which any of the foregoing have appeared or appear, including, but not limited to, the items listed on Attachment 1, "Intertainer", all registrations and recordings thereof, all applications in connection therewith, all renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future (a) infringement or dilution or any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Attachment 1 annexed hereto and the trademark registrations issued with respect to the trademark applications referred to in Attachment 1 or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license and the right to sue for past, present and future infringement of any of the foregoing;

Trademark Collateral does not include Grantor's rights in: (a) trademark licenses under which Grantor is licensee to the extent that granting a security interest in the license is prohibited by the relevant license agreement; and (b) any trademark application based on an intent to use the trademark, until such time as the trademark is used in commerce and an Amendment to Allege Use of Statement of Use is filed and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon termination of the security interest as provided in Section 8.8 of the Security Agreement, the Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the

Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTERTAINER, INC.

By: _____
Its: _____

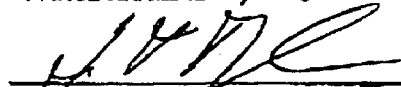
MICROSOFT CAPITAL CORPORATION,
AS AGENT FOR THE LENDERS


By: Thomas Bawinkel
Its.: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTERTAINER, INC.


By: Jonathan T. Taplin
Its: Chief Executive Officer

MICROSOFT CAPITAL CORPORATION,
AS AGENT FOR THE LENDERS

By: _____
Its.: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ATTACHMENT 1
Trademark Security Agreement

Item A. Trademarks

<u>Reg. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
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2,321,614	Anything. Anytime.	38	2/22/00	2/22/10
<u>U.S. App. No.</u>				
2444368	You Channel	35, 38	4/17/01	4/17/11
2458564	CONTROL YOURSELF	9, 35, 38	6/5/2001	6/5/2007
<u>Canada Reg. No.</u>				
541,087	Intertainer	9, 35	2/12/02	2/12/16
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672,563	I & VIDEO DESIGN	9	9/28/00	2/22/10
672,569	Intertainer	9	9/28/00	2/23/10
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676,095	CONTROL YOURSELF	38	10/31/00	2/22/10
678,259	CONTROL YOURSELF	38	11/27/00	3/15/10
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827,245	CONTROL YOURSELF	9,35,38	Application date: 3/10/00	
824,256	I And Video Screen Design	9, 35, 38	2/17/00	2/17/10

European Community Trademark

886952	INTERTAINER	9, 35, 38 7/24/98	7/24/98	7/24/08
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B. PENDING

<u>U.S. App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
	Intertainer Logo (Complete)	35, 38	9/29/00
76/267169	Intertainer	25	6/5/01

[TBD]	Broadband Entertainment Network	35, 38	9/25/00
75/618,114	Click Through Video	9, 35, 38	1/11/99
75/618,119	Click Thru Video	9, 35, 38	1/11/99
75/618,120	Network Video Standard	9, 35, 38	1/11/99
75/709,217	Right Place. Right Time.	38	3/19/99
75/731,294	Your Personal Assistant	38	6/17/99
75/795,670	I and Video Screen Design	9, 35, 38	9/8/99
75/797,082	I Want In	9, 35, 38	9/9/99
75/833,192	Control Yourself	9, 35, 38	10/25/99
2444368	You Channel	35, 38	4/17/01
76/046,378	Hi-Band	35, 38	5/10/00
76/200,503	FUN ZONE	38	1/29/01
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[TBD]	INTERTAINET		
76/01389	YOU CHANNEL		76/137, 858
76/137858	INTERTAINER ENTERTAINMENT ON DEMAND & Design		76/135, 813
[TBD]	SMARTMEDIA		

Australia App. No.

Mark

824,256 I And Video Screen Design

Canada App. No.

Mark

1050488 CONTROL YOURSELF 9, 35, 38 3/10/00
1049152 I And Video Screen Design 9, 35, 38 2/29/00

<u>Europe App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
886,952	Intertainer	9, 35, 38	7/24/98

[TBD]	I And Video Screen Design	9, 35, 38	[TBD]
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<u>Mexico App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
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[TBD]	Intertainer	35	[TBD]
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[TBD]	Intertainer	38	[TBD]
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[TBD]	I And Video Screen Design	9	[TBD]
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[TBD]	I And Video Screen Design	35	[TBD]
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[TBD]	CONTROL YOURSELF	35	[TBD]
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12605/99	Intertainer	35	11/4/99
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12606/99	Intertainer	38	11/4/99
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3194/00	I And Video Screen Design	9	[TBD]
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3195/00	I And Video Screen Design	35	[TBD]
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3196/00	I And Video Screen Design	38	[TBD]
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Intertainer Asia

Singapore

T01/04595 I	INTERTAINER	41
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T01/04594 J	"i" logo	41
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T01/04127 I	"i" "intertainer" with "entertainment on demand"	35
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T01/04126 J	"i" "intertainer" with "entertainment on demand"	41
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Australia

870714	"i" logo	41
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870710	INTERTAINER (word)	41
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J00 2001 06438-6486	Intertainer & i logo with "entertainment on demand"	38
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Korea

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2001-0005518	INTERTAINER (word)	35, 38, 41
2001-0005519	Intertainer & i logo with "entertainment on demand"	35, 38, 41
Malaysia		
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2001-04110	"i" logo	38
2001-04111	"i" logo	41
2001-04107	INTERTAINER (word)	35
2001-04106	INTERTAINER (word)	38
2001-04109	INTERTAINER (word)	41
2001-04027	Intertainer & i logo with "entertainment on demand"	35
2001-04028	Intertainer & i logo with "entertainment on demand"	38
2001-04108	Intertainer & i logo with "entertainment on demand"	41
New Zealand		
635217	"i" logo	35
635218	"i" logo	38
635219	"i" logo	41
635214	INTERTAINER (word)	35
635215	INTERTAINER (word)	38
635216	INTERTAINER (word)	41
635220	Intertainer & i logo with "entertainment on demand"	35
635221	Intertainer & i logo with "entertainment on demand"	38

635223	Intertainer & i logo with "entertainment on demand"	41
PRC		
2001089866	"i" logo	35
2001089867	"i" logo	38
2001089868	"i" logo	41
2001089869	INTERTAINER (word)	35
2001089870	INTERTAINER (word)	38
2001089871	INTERTAINER (word)	41
2001046276	Intertainer & i logo with "entertainment on demand"	35
2001046277	Intertainer & i logo with "entertainment on demand"	38
2001089872	Intertainer & i logo with "entertainment on demand"	41
2001089873	INTERTAINER (in Chinese)	35
2001089874	INTERTAINER (in Chinese)	38
2001089875	INTERTAINER (in Chinese)	41
2001089862	Intertainer & i logo with "entertainment on demand" (in Chinese)	35
2001089863	Intertainer & i logo with "entertainment on demand" (in Chinese)	38
2001089864	Intertainer & i logo with "entertainment on demand" (in Chinese)	41
Taiwan		
90-011672	"i" logo	35
90-011673	"i" logo	38
90-011674	"i" logo	41
90-011675	INTERTAINER (word)	35
90-011676	INTERTAINER (word)	38
90-011677	INTERTAINER (word)	41

90-011678	Intertainer & i logo with "entertainment on demand"	35
90-011679	Intertainer & i logo with "entertainment on demand"	38
90-011680	Intertainer & i logo with "entertainment on demand"	41

Philippines

4-2001-0002296	"i" logo	35, 38, 41
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4-2001-0002293	INTERTAINER (word)	35, 38, 41
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4-2001-0002294	Intertainer & i logo with "entertainment on demand"	35, 38, 41
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4-2001-0002295	Intertainer & i logo with "entertainment on demand"	35, 38, 41
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Thailand

452025	"i" logo	35
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452026	"i" logo	38
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451216	"i" logo	41
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452027	INTERTAINER (word)	35
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452028	INTERTAINER (word)	38
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451215	INTERTAINER (word)	41
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449792	Intertainer & i logo with "entertainment on demand"	35
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449793	Intertainer & i logo with "entertainment on demand"	38
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451217	Intertainer & i logo with "entertainment on demand"	41
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Trademark

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