


SCHEDULE 8

TRADEMARKS AND LICENSED TRADE-MARKS

Trade-marks

Trademark	App./Reg. No.	Comments
THE SOURCE	1372924	
THE SOURCE & DESIGN 	1372925	
SOURCE REWARDS	1385275	

Licensed Trade-marks

Trade-mark	Application Number	Registration Number
CIRCUIT CITY	0680646	TMA407148
CIRCUIT CITY	0608678	TMA427363
CIRCUIT METRO	0608679	TMA481169
CIRCUIT CITY EXPRESS	0743999	TMA508369
CIRCUIT CITY & DESIGN	0792254	TMA508806
CIRCUIT CITY DIRECT	0795658	TMA523186
THE SOURCE BY CIRCUIT CITY	Withdrawn	
THE SOURCE BY CIRCUIT CITY & DESIGN	Withdrawn	
thesourcecc.ca	Domain name	
thesourcecc.com	Domain name	
lasourcecc.ca	Domain name	
lasourcecc.com	Domain name	

InterTAN Canada Ltd.
(the "Corporation")

RESOLUTION OF THE SHAREHOLDER

RECITALS:

- A. It is desirable and in the best interests of InterTAN, Inc., the sole shareholder of the Corporation (the "**Shareholder**"), to cause the Corporation to agree to sell certain assets and assign certain liabilities to 4458729 Canada Inc. (the "**Purchaser**") and the Purchaser has agreed to purchase certain assets and assume certain liabilities for cash consideration (the "**Transaction**") on the terms and conditions set forth in an asset purchase agreement and certain ancillary agreements.
- B. It is desirable and in the best interests the Shareholder to cause the Corporation to agree to lend certain funds to Circuit City Stores, Inc. (the "**Parent**") from the proceeds of the Transaction to the Parent on the terms and conditions set forth in a intercompany agreement.
- C. It is desirable and in the best interests of the Shareholder to cause the Corporation to agree to settle certain intellectual property disputes between the Corporation, Circuit City Stores West Coast, Inc. ("**West Coast**") and Foto Source Canada Inc. ("**Foto Source**") on the terms and conditions set forth in a settlement and coexistence agreement.

RESOLVED THAT:

- 1. The entering into by the Corporation of an asset purchase agreement between the Corporation, West Coast, Ventoux International, Inc. ("**Ventoux**") and the Purchaser (the "**Asset Purchase Agreement**"), in the form presented to the Shareholder and the performance by the Corporation of its obligations thereunder, are hereby authorized and approved.
- 2. The entering into by the Corporation of an escrow agreement between the Corporation, the Purchaser and Alvarez & Marsal Canada ULC (the "**Escrow Agreement**"), in the form presented to the Shareholder and the performance by the Corporation of its obligations thereunder, are hereby authorized and approved.
- 3. The entering into by the Corporation of a conveyance and assumption of obligations agreement between the Corporation and the Purchaser (the "**Conveyance and Assumption of Obligations Agreement**"), in the form presented to the Shareholder and the performance by the Corporation of its obligations thereunder, are hereby authorized and approved.
- 4. The entering into by the Corporation of a confirmatory assignment of trade-marks (the "**Confirmatory Assignment of Trade-marks**") in the form presented to the Shareholder and the performance by the Corporation of its obligations thereunder, are hereby authorized and approved.

5. The entering into by the Corporation of an assignment and assumption of real property leases agreement between the Corporation and the Purchaser (the “**Assignment and Assumption of Real Property Leases Agreement**”), in the form presented to the Shareholder and the performance by the Corporation of its obligations thereunder, are hereby authorized and approved.
6. The entering into by the Corporation of a license termination agreement between the Corporation and West Coast (the “**License Termination Agreement**”), in the form presented to the Shareholder and the performance by the Corporation of its obligations thereunder, are hereby authorized and approved.
7. The entering into by the Corporation of an intercompany agreement between the Corporation, West Coast, Ventoux and the Parent (the “**Intercompany Agreement**”), in the form presented to the Shareholder and the performance by the Corporation of its obligations thereunder, are hereby authorized and approved.
8. The entering into by the Corporation of a settlement and coexistence agreement between the Corporation, West Coast and Foto Source (the “**Settlement and Coexistence Agreement**”), in the form presented to the Shareholder and the performance by the Corporation of its obligations thereunder, are hereby authorized and approved.
9. Any officer or director of the Corporation, acting alone (each an “**Authorized Signatory**”) is authorized and directed to negotiate, finalize, execute and deliver any and all such further documents, agreements, authorizations, certificates, elections or other instruments, including, the Asset Purchase Agreement, the Escrow Agreement, the Conveyance and Assumption of Obligations Agreement, the Confirmatory Assignment of Trade-marks, the Assignment and Assumption of Real Property Leases Agreement, the License Termination Agreement, the Intercompany Agreement and the Settlement and Coexistence Agreement (the “**Agreements**”), with or without the corporate seal affixed, and to take any and all such further action as the Authorized Signatory, in its sole discretion may deem necessary or desirable in order to complete the transactions contemplated in this resolution, the execution and delivery of any such documents, agreements, authorizations, elections or other instruments, including the Agreements, or the doing of any such other act or thing by such Authorized Signatory to be conclusive evidence of such determination.
10. All actions previously taken by an officer or director of the Corporation relating to or in connection with any of the transactions described above are approved, ratified and confirmed.

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The foregoing resolutions are passed as evidenced by the signature of the Shareholder of the Corporation pursuant to the provisions of the *Business Corporations Act* (Ontario) and in accordance with the power vested in the Shareholder by virtue of a Declaration of the Shareholder made as of October 7, 2008.

DATED February 23, 2009.

INTERTAN, INC.

By: Michelle Mosier
Michelle Mosier
Chief Financial Officer and Treasurer

INTERCOMPANY AGREEMENT

THIS AGREEMENT is made as of February 23, 2009

B E T W E E N :

InterTAN Canada Ltd., a corporation governed by the laws of Ontario
(“**InterTAN**”)

- and -

Circuit City Stores, Inc., a corporation governed by the laws of Virginia
(“**Circuit City**”)

- and -

Circuit City Stores West Coast, Inc., a corporation governed by the laws
of California
(“**West Coast**”)

- and -

Ventoux International, Inc., a corporation governed by the laws of
Delaware
(“**Ventoux**”)

RECITALS:

- A. InterTAN is an indirect, wholly-owned subsidiary of Circuit City.
- B. West Coast and Ventoux are each wholly-owned subsidiaries of Circuit City.
- C. On November 10, 2008, Circuit City and certain of its U.S. subsidiaries voluntarily commenced bankruptcy proceedings under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court, Eastern District of Virginia (the “**Chapter 11 Proceedings**”) and InterTAN and Tourmalet Corporation, an unlimited liability corporation governed by the laws of Nova Scotia, commenced a voluntary proceeding under the *Companies’ Creditors Arrangement Act* (Canada) in the Province of Ontario (the “**CCAA Proceeding**”).
- D. InterTAN, West Coast, Ventoux, 4458729 Canada Inc. and Bell Canada have entered into an Asset Purchase Agreement dated February 23, 2009 (“APA”), whereby InterTAN has agreed to sell substantially all of its assets to the Purchaser (as defined in the APA), and

the Purchaser has agreed to purchase such assets and to assume certain of InterTAN's liabilities.

- E. West Coast is the owner of certain Trademarks (as defined in the APA) related to InterTAN's Business (as defined in the APA).
- F. Ventoux is the owner of all of the issued and outstanding shares of Circuit City Global Sourcing, Limited ("CCGS"), a company incorporated under the laws of Hong Kong.
- G. Pursuant to the APA, the Purchaser intends to acquire ownership of and obtain a license of the Trademarks currently owned by West Coast and to acquire the Shares of CCGS.
- H. Subject to approval of the U.S. Bankruptcy Court and the CCAA Court (both as defined in the APA) and subject to the terms set forth herein, Circuit City may wish to borrow funds from InterTAN from the proceeds of sale of the transaction contemplated by the APA to assist Circuit City to pay certain expenses in connection with the wind down of its operations.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be lawfully bound agree as follows:


1. **Payment to West Coast and Ventoux.** InterTAN agrees that, in connection with the closing of the transaction contemplated by the APA (the "**Closing**"), the amount to be paid to West Coast to acquire and/or licence the Trademarks and to Ventoux to acquire the shares of CCGS shall be no more than the Canadian Dollar equivalent of U.S.\$15,000,000 in the aggregate (less any applicable withholding taxes in respect of the Licensed Trademarks), such payment to be made to West Coast, to Ventoux, or as they may otherwise direct in writing, from the proceeds of sale under the APA, and provided that such amount may be allocated between West Coast and Ventoux as they deem appropriate. For greater certainty, nothing herein shall prevent Circuit City and its affiliates from agreeing to any other allocation of proceeds received from InterTAN or the Closing (excluding any loan made in furtherance of paragraph 2 hereof, if any) among West Coast, Ventoux or other entities.
2. **Loan to Circuit City.** InterTAN agrees to make available a loan to Circuit City from the Sale Proceeds in an amount up to CAD\$35,000,000 (the "**Loan**"), on terms that are satisfactory to Circuit City, InterTAN and the Monitor (as defined in the APA), each acting reasonably, and subject to the following conditions precedent being met to the reasonable satisfaction of both InterTAN and the Monitor:
 - (a) This Agreement shall be approved by both the U.S. Bankruptcy Court and the CCAA Court.
 - (b) Circuit City shall furnish to both InterTAN and the Monitor cash flows demonstrating that the amount of any Loan is necessary to assist Circuit City to conclude the wind down of its operations.

- (c) Both InterTAN and the Monitor shall be satisfied with the mechanics and timing for repayment of any Loan and the ability of Circuit City to make full repayment thereof.
 - (d) InterTAN and Circuit City shall enter into a loan agreement or Circuit City shall provide InterTAN with a promissory note to evidence the Loan, and Circuit City shall cause any of its subsidiaries and affiliates to provide any guarantee that may be reasonably requested by InterTAN and the Monitor with respect to the Loan, each of which shall be in form and substance satisfactory to InterTAN and the Monitor acting reasonably, which loan agreement or promissory note and any Loan provided thereunder, and which guarantees, shall be approved by both the U.S. Bankruptcy Court and the CCAA Court on terms satisfactory to InterTan and the Monitor, acting reasonably, before the making of any such Loan.
 - (e) The obligation to repay the Loan by Circuit City and the guarantee of such repayment of the Loan by the subsidiaries and affiliates of Circuit City, shall be secured by all the property, assets, and undertaking of Circuit City and its subsidiaries or affiliates, as applicable (the “**Security**”).
 - (f) The Security (and the priority of such Security) shall be satisfactory to InterTAN and the Monitor, acting reasonably and be approved by the U.S. Bankruptcy Court and the CCAA Court on notice to all affected creditors or as InterTAN and/or the Monitor may direct.
 - (g) Circuit City shall furnish to both InterTAN and the Monitor evidence showing that the property, assets and undertaking of Circuit City and its subsidiaries and affiliates pledged as Security to InterTAN to secure the obligation for repayment of the Loan are adequate and sufficient to secure full payment of the Loan, which evidence shall be satisfactory to InterTan and the Monitor, acting reasonably.
3. **Assignment.** Except as expressly provided herein, the parties hereto may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of their respective rights or obligations under this Agreement without the prior written consent of the other parties.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
5. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
6. **Counterparts.** This Agreement may be delivered by facsimile transmission and be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INTERTAN CANADA LTD.

By: 
Name: MARK WONG
Title: VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

CIRCUIT CITY STORES, INC.

By: _____
Reginald D. Hedgebeth
Senior Vice President, General Counsel and Secretary

CIRCUIT CITY STORES WEST COAST, INC.

By: _____
Reginald D. Hedgebeth
Chairman/CEO

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INTERTAN CANADA LTD.

By: InterTAN, Inc.

By: _____

Name:

Title:

CIRCUIT CITY STORES, INC.

By:  _____

Reginald D. Hedgebeth

Senior Vice President, General Counsel and
Secretary

CIRCUIT CITY STORES WEST COAST, INC.

By: _____

Reginald D. Hedgebeth

Chairman/CEO

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INTERTAN CANADA LTD.

By: InterTAN, Inc.

By: _____

Name:

Title:

CIRCUIT CITY STORES, INC.

By: _____

Reginald D. Hedgebeth

Senior Vice President, General Counsel and
Secretary

CIRCUIT CITY STORES WEST COAST, INC.

By:  _____

Reginald D. Hedgebeth

Chairman/CEO

VENTOUX INTERNATIONAL, INC.

By:



Reginald D. Hedgebeth
Vice President and Secretary

SETTLEMENT AND COEXISTENCE AGREEMENT

THIS AGREEMENT is made as of February 20, 2009

BETWEEN:

FOTO SOURCE CANADA INC., a company incorporated pursuant to the laws of the Province of Ontario, having its principal office at 2333 Wyecroft Road, Oakville, Ontario, Canada

- and -

INTERTAN CANADA LTD., a corporation incorporated pursuant to the laws of the Province of Ontario, having its principal office at 279 Bayview Drive, Barrie, Ontario, Canada

- and -

CIRCUIT CITY STORES WEST COAST, INC., a corporation incorporated pursuant to the laws of the State of California, having its principal office at 9520 Sheridan Boulevard, Westminster, Colorado, U.S.A.

RECITALS:

- A. Unless otherwise indicated, all capitalized terms have the meanings ascribed to them in paragraph 1 below.
- B. By entering into this Agreement, Foto Source, InterTAN and CCSWC intend to fully and finally settle all issues arising from, or in any way related to the Action.

THEREFORE, the parties agree as follows:

1. Whenever used in this Agreement, the following words and terms shall have the meanings set out below:
 - (a) **“Action”** means the action commenced in the Federal Court of Canada by Foto Source against InterTAN and Circuit City under Court File No. T-2243-06.
 - (b) **“CCSWC”** means Circuit City Stores West Coast, Inc.

- (c) **“CCSWC Marks”** means the trade-mark THE SOURCE and any other word or design trade-mark which includes the word SOURCE (other than the Foto Source Marks and the trade-marks prohibited in paragraph 8 below), and includes the following trade-marks:
 - (i) THE SOURCE BY CIRCUIT CITY which is the subject matter of Canadian trade-mark application number 1252450;
 - (ii) THE SOURCE BY CIRCUIT CITY & DESIGN which is the subject matter of Canadian trade-mark application number 1253279;
 - (iii) SOURCE REWARDS which is the subject matter of Canadian trade-mark application number 1385275;
 - (iv) THE SOURCE which is the subject matter of Canadian trade-mark application number 1372924; and
 - (v) THE SOURCE & DESIGN which is the subject matter of Canadian trade-mark application number 1372925.
- (d) **“CCSWC Releasees”** means CCSWC, and any related and affiliated corporations and entities, and all successors and assigns (including, for greater certainty, any assignee of the CCSWC Marks), as the case may be, and all of the officers, directors, employees and agents, as the case may be, of any of the foregoing.
- (e) **“CIPO”** means the Canadian Intellectual Property Office and includes the Trade-marks Office.
- (f) **“Claims”** means any claims, actions, causes of action, damages, losses, debts, demands and liabilities of absolutely any kind whatsoever, whether known or not, contingent or otherwise, that a party ever had, now has or may hereinafter have in respect of any matter existing as of the present in any way relating to the CCSWC Marks, the Foto Source Marks or the issues raised in the Action and including oppositions or Section 45 Proceedings that have been or could have been commenced before CIPO in relation to the CCSWC Marks or the Foto Source Marks.
- (g) **“Deposit Deadline”** means 5:00 p.m. Eastern Standard Time on the fifth business day following the execution of this Agreement by all parties.
- (h) **“Foto Source”** means Foto Source Canada Inc.
- (i) **“Foto Source Releasees”** means Foto Source, and any related and affiliated corporations and entities, and all successors and assigns (including, for greater certainty, any assignee of the Foto Source Marks), as the case may be, and all of the officers, directors, employees and agents, as the case may be, of any of the foregoing.
- (j) **“Foto Source Marks”** means the trade-marks FOTO SOURCE and YOUR DIGITAL SOURCE, and any word or design trade-mark which includes FOTO

SOURCE or YOUR DIGITAL SOURCE, and includes the following trade-marks:

- (i) FOTO SOURCE DESIGN, which is the subject matter of Canadian trade-mark registration number TMA462312 and application number 0752606-01 amending TMA462312;
 - (ii) FOTO SOURCE, which is the subject matter of Canadian trade-mark registration number TMA467248 and application number 0752605-01 amending TMA467248;
 - (iii) FOTO SOURCE & LOGO DESIGN which is the subject matter of Canadian trade-mark registration number TMA725112;
 - (iv) DESIGN ICON which is the subject matter of Canadian trade-mark registration number TMA467035;
 - (v) YOUR DIGITAL SOURCE & DESIGN which is the subject matter of Canadian trade-mark registration number TMA622437 and application number 1174850-01 amending TMA622437;
 - (vi) YOUR DIGITAL SOURCE which is the subject matter of Canadian trade-mark application number 1319511; and
 - (vii) LE SPÉCIALISTE DU NUMÉRIQUE & DESIGN which is the subject matter of Canadian trade-mark registration number TMA622328.
- (k) **“GET IT RIGHT Marks”** means the trade-mark GET IT RIGHT, FROM THE FOTO SOURCE and the trade-mark GET IT RIGHT, FROM FOTO SOURCE.
- (l) **“InterTAN”** means InterTAN Canada Ltd.
- (m) **“InterTAN Releasees”** means InterTAN, and any related and affiliated corporations and entities, as the case may be, and all of the officers, directors, employees and agents, as the case may be, of any of the foregoing.
- (n) **“Phase Out Deadline”** means 1 year from the date on which InterTAN pays the Settlement Amount, should InterTAN pay the Settlement Amount.
- (o) **“Section 45 Proceedings”** means proceedings pursuant to section 45 of the *Trade-marks Act*.
- (p) **“Settlement Amount”** means the sum of \$450,000 CDN.
- (q) **“Settlement Payment Deadline”** means 5:00 p.m. Eastern Standard Time on September 30, 2009.
- (r) **“Withdrawal Deadline”** means 20 days from the date on which InterTAN pays the Settlement Amount, should InterTAN pay the Settlement Amount.

Settlement Amount

2.

- (a) InterTAN shall pay to Foto Source prior to the Deposit Deadline the sum of \$50,000 CDN.
- (b) At any time prior to the Settlement Payment Deadline, InterTAN may, if it chooses to do so, pay the Settlement Amount to Foto Source. InterTAN is under no obligation to pay the Settlement Amount to Foto Source. If InterTAN pays the Settlement Amount to Foto Source prior to the Settlement Payment Deadline, paragraphs 3 to 21 immediately become effective. If InterTAN does not pay the sum of \$50,000 to Foto Source by the Deposit Deadline, or InterTAN does not pay the Settlement Amount to Foto Source prior to the Settlement Payment Deadline:
 - (i) paragraphs 3 to 21 never become effective and are of no force and effect; and
 - (ii) the parties agree that the Agreement and all negotiations leading up to its execution are without prejudice communications (with the exception of the possible use by Foto Source of this Agreement in the proceedings relating to InterTAN under the *Companies' Creditors Arrangement Act*).
- (c) Notwithstanding the foregoing, prior to the Settlement Payment Deadline, InterTAN will not sell, transfer, lease, convey, assign or otherwise dispose of all or substantially all of its assets, or otherwise dispose of its assets as a part of a going concern transaction, unless:
 - (i) the Settlement Payment has already been paid to Foto Source or will be paid to Foto Source at or immediately following such sale; and
 - (ii) InterTAN assigns this Agreement to the purchaser of all or substantially all of its assets, or the acquiror of its assets as part of a going concern sale, as the case may be, and such purchaser or acquiror agrees to be bound by this Agreement.

Foto Source Marks and Activities

3. InterTAN and CCSWC have no objection to:

- (a) Foto Source or its successors or assigns using, licensing others to use, or assigning to others the right to use, the Foto Source Marks, and the GET IT RIGHT Marks, in association with any of the wares or services specified in the registrations and applications listed in subparagraph 1(j) above, or any other wares or services; and
- (b) Foto Source or its successors or assigns filing applications in Canada to register any of the Foto Source Marks, including the GET IT RIGHT Marks.

4. Foto Source will withdraw its Canadian trade-mark application number 1275762 for the trade-mark GET IT RIGHT, FROM THE SOURCE and will do so by filing with CIPO the appropriate documentation prior to the Withdrawal Deadline. Foto Source hereby authorizes and directs its trade-mark agents to execute and file such documentation prior to the Withdrawal Deadline. Foto Source or its trade-mark agents will provide a copy of such documentation to InterTAN and CCSWC, date stamped by CIPO to confirm its filing date.
5. Foto Source and its licensees will cease all use of the trade-mark GET IT RIGHT, FROM THE SOURCE by no later than the Phase Out Deadline. After the Phase Out Deadline, Foto Source and its licensees will not directly or indirectly use, or licence others to use, the trade-mark GET IT RIGHT, FROM THE SOURCE.
6. With the exception of the Foto Source Marks and the GET IT RIGHT Marks, Foto Source will not directly or indirectly use, or apply to register, any trade-mark that includes SOURCE, unless SOURCE is immediately preceded by FOTO.

CCSWC Marks and Activities

7. Except as set out in paragraph 8 below, Foto Source has no objection to:
 - (a) CCSWC or InterTAN or their respective successors or assigns using, licensing others to use, or assigning to others the right to use, the CCSWC Marks in association with any of the wares or services specified in the applications listed in subparagraph 1(c) above, or any other wares or services;
 - (b) CCSWC or InterTAN or their respective successors or assigns filing applications in Canada to register any of the CCSWC Marks; and
 - (c) Without limiting the generality of the foregoing, and for greater certainty, Foto Source has no objection to CCSWC, InterTAN or their successors and assigns, including any assignee of the CCSWC Marks, using or registering any SOURCE-formative mark, except as specifically prohibited in paragraph 8 below.
8. Neither CCSWC nor InterTAN nor their respective successors or assigns will directly or indirectly:
 - (a) use, or licence others to use, or apply to register, any trade-mark that includes FOTO;

- (b) use, or licence others to use, or apply to register, any trade-mark that includes both PHOTO (or any word that includes PHOTO such as PHOTOGRAPHER) and SOURCE separated by five or fewer words;
 - (c) use, or licence others to use, or apply to register, any trade-mark that includes DIGITAL (or any word that includes DIGITAL such as DIGITALLY) and SOURCE separated by five or fewer words;
 - (d) use, or licence others to use, or apply to register, any trade-mark that includes both GET IT and SOURCE;
9. CCSWC will withdraw its Canadian trade-mark application number 1261117 for the trade-mark GET IT RIGHT FROM THE SOURCE and will do so by filing with CIPO the appropriate documentation prior to the Withdrawal Deadline. CCSWC hereby authorizes and directs its trade-mark agents to execute and file such documentation prior to the Withdrawal Deadline. CCSWC or its trade-mark agents will provide a copy of such documentation to Foto Source, date stamped by CIPO to confirm its filing date.

Withdrawal of Oppositions

10. To the extent that InterTAN or CCSWC have opposed any applications by Foto Source for the Foto Source Marks or initiated any Section 45 Proceedings as against any registrations for Foto Source Marks, InterTAN or CCSWC as the case may be, will withdraw such oppositions or Section 45 Proceedings prior to the Withdrawal Deadline. InterTAN and CCSWC hereby authorize and direct their respective trade-mark agents, to execute and file such documentation prior to the Withdrawal Deadline. InterTAN, CCSWC or their respective trade-mark agents will provide a copy of such documentation to Foto Source, date stamped by CIPO to confirm its filing date.
11. To the extent that Foto Source has opposed any applications to register any of the CCSWC Marks or initiated any Section 45 Proceedings as against any registrations for CCSWC Marks, Foto Source will withdraw such oppositions or Section 45 Proceedings prior to the Withdrawal Deadline. Foto Source hereby authorizes and directs its trade-mark agents to execute and file such documentation prior to the Withdrawal Deadline. Foto Source or its trade-mark agents will provide a copy of such documentation to CCSWC, date stamped by CIPO to confirm its filing date.

Not To Oppose Any Future Applications or Use

12. To the extent that CCSWC or its successors or assigns apply to register any CCSWC Marks, Foto Source will not oppose such applications and if required, will consent to such applications. Foto Source will not take any steps to stop, or seek relief to stop the use of any CCSWC Marks by InterTAN, CCSWC and any successors and assigns, including any assignee of the CCSWC Marks.
13. To the extent that Foto Source or its successors or assigns apply to register any Foto Source Marks or the GET IT RIGHT Marks, neither InterTAN nor CCSWC will oppose such applications and if required, will consent to such applications. Neither InterTAN nor CCSWC will take any steps to stop, or seek relief to stop the use of any Foto Source Marks or the GET IT RIGHT Marks by Foto Source and any successors and assigns.

Business Names, etc.

14. To the extent that a party has agreed herein not to apply to register a particular trade-mark, or not to use a particular trade-mark, that prohibition shall extend to business names, trade names, domain names and corporate names.
15. To the extent that a party has agreed herein not to oppose any application for a particular trade-mark, that prohibition shall extend to opposing or challenging the corresponding business names, trade names, domain names and corporate names.
16. For greater certainty, the parties acknowledge and agree that:
 - (a) the use of the domain names THESOURCE.CA, THESOURCECC.CA, THESOURCECC.COM, LASOURCECC.CA, LASOURCECC.COM, and any other domain name using the word SOURCE (except those prohibited by paragraph 8) by CCSWC, InterTAN or their successors or assigns, including any assignee of the CCSWC Marks, is acceptable, and Foto Source will not challenge or oppose such use; and
 - (b) the use of the domain names FOTOSOURCE.CA and FOTOSOURCE.COM and any other domain name using the word SOURCE immediately preceded by the word FOTO by Foto Source or its successors or assigns is acceptable, and neither CCSWC nor InterTAN will challenge or oppose such use.

The Action

17. The parties consent to an order dismissing the Action, on consent, without costs. The motion for such an order will be brought by Foto Source and will be brought prior to the Withdrawal Deadline.

Release by Foto Source

18. Without any admission of liability, Foto Source:
- (a) releases and discharges the InterTAN Releasees and the CCSWC Releasees from all Claims;
 - (b) acknowledges and agrees that such release shall be effective and enure to the benefit of all successors and assigns of the InterTAN Releasees and the CCSWC Releasees (and, for greater certainty, any assignee of the CCSWC Marks);
 - (c) agrees not to assist any person, corporation or entity to assert any Claims against any of the InterTAN Releasees or the CCSWC Releasees with respect to the Claims that are released and discharged pursuant to this paragraph;
 - (d) agrees not to assert, or to assist any person, corporation or entity to assert, any Claims, including taking any proceedings, against any other person, corporation or entity who might claim contribution or indemnity or other similar relief from any of the InterTAN Releasees and the CCSWC Releasees with respect to the Claims that are released and discharged pursuant to this paragraph; and
 - (e) agrees to execute a separate confirmatory release (effective as of the date of the payment by InterTAN to Foto Source of the Settlement Amount) in favour of any assignee of the CCSWC Marks, the wording of which will be in all material respects the same as in this paragraph. At any time after the payment by InterTAN of the Settlement Amount, InterTAN or CCSWC may provide written notice to Foto Source (or its solicitors) of an intention on the part of CCSWC to assign the CCSWC Marks and the name of the assignee, in which case the confirmatory release shall be executed by Foto Source and delivered to CCSWC (or its solicitors) as soon as possible. Contemporaneously with the assignment by CCSWC of the CCSWC Marks, or at any time afterwards, CCSWC (or its solicitors) may deliver the confirmatory release to the assignee.

Release by InterTAN and CCSWC

19. Without any admission of liability, InterTAN and CCSWC each:
- (a) releases and discharges the Foto Source Releasees from all Claims;
 - (b) acknowledges and agrees that such release shall be effective and enure to the benefit of all successors and assigns of the Foto Source Releasees;

- (c) agrees not to assist any person, corporation or entity to assert any Claims against any of the Foto Source Releasees with respect to the Claims that are released and discharged pursuant to this paragraph; and
- (d) agrees not to assert, or to assist any person, corporation or entity to assert, any Claims, including taking any proceedings, against any other person, corporation or entity who might claim contribution or indemnity or other similar relief from any of the Foto Source Releasees with respect to the Claims that are released and discharged pursuant to this paragraph.

Geographic Scope

- 20. Paragraphs 3 to 16 apply to activities in Canada, including display on the Internet.

Mediation

- 21. In the event one party believes that another party is in breach of this Agreement, prior to commencing legal proceedings, the following steps must be taken: Written notice shall be given to the party alleged to be in breach of the Agreement. If within 15 days of such notice being given, the matter has not been satisfactorily resolved, senior business people from each of the parties involved in the particular matter will meet within 30 days of the original notice being given to discuss the matter and ascertain whether it can be resolved. If at the end of that 30 day period the matter has not been satisfactorily resolved, any party may commence legal proceedings.

The foregoing does not apply in the event a party commences legal proceedings and immediately seeks an interim and/or interlocutory injunction. Following the procedure set out above shall not in any way prevent a party from seeking an interim and/or interlocutory injunction.

Assignment

- 22. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party) and assigns. Any of the parties may assign the Agreement without consent. Without limiting the generality of the forgoing:
 - (a) InterTAN may assign the Agreement to a purchaser of some or all of its assets; and
 - (b) CCSWC may assign the Agreement to an assignee of the CCSWC Marks.

23. Neither Foto Source nor any of its successors or assigns will assign the Foto Source Marks unless it also assigns this Agreement to the assignee of the Foto Source Marks and such assignee agrees to be bound by this Agreement.
24. Neither CCSWC nor any of its successors or assigns will assign any of the CCSWC Marks unless it also assigns this Agreement to the assignee of the CCSWC Marks and such assignee agrees to be bound by this Agreement.
25. CCSWC hereby represents and warrants that at this time: CCSWC is the owner of the CCSWC Marks; InterTAN is the sole licensee of the CCSWC Marks (InterTAN having sublicensed the CCSWC Marks); and, CCSWC has not otherwise licensed the CCSWC Marks and has not assigned any of its rights in the CCSWC Marks.
26. InterTAN will not assign any of its rights (such as licence rights) in respect of the CCSWC Marks unless it also assigns this Agreement to the assignee of such rights, and such assignee agrees to be bound by this Agreement.
27. In the event that InterTAN has not paid the Settlement Payment to Foto Source by the Settlement Payment Deadline, then paragraphs 23, 24 and 26 cease to be effective and are no longer of any force or effect.

Deferral of Opposition Proceedings and Section 45 Proceedings

28. To the extent that there are currently any opposition proceedings or Section 45 Proceedings pending in respect of any Foto Source Marks or CCSWC Marks and there are any deadlines in such opposition proceedings or Section 45 Proceedings prior to the Withdrawal Deadline, the parties hereby consent to a request or requests to CIPO that it extend such deadlines, ultimately until November 30, 2009. Unless required to do so by CIPO, neither party shall file materials, or take steps to advance or respond to such opposition proceedings or Section 45 Proceedings unless and until:
 - (a) InterTAN fails to pay \$50,000 to Foto Source by the Deposit Deadline; or
 - (b) InterTAN fails to pay the Settlement Amount by the Settlement Payment Deadline; or
 - (c) InterTAN advises Foto Source in writing that it does not intend to pay the Settlement Amount by the Settlement Deadline (the foregoing does not affect the

obligations of InterTAN prior to the Settlement Payment Deadline as set out in subparagraph 2(c) above).

Certain Rules of Interpretation

29. In this Agreement:

- (a) **Currency** - Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.
- (b) **Governing Law** - This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (c) **Headings** - Headings have been inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) **Including** - Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (e) **No Strict Construction** – The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (f) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction and without affecting its application to other parties or circumstances.

Entire Agreement

30. This Agreement and the Schedules hereto (if any) constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject

matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

Amendment

31. No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.

Further Assurances

32. The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

Execution and Delivery

33. This Agreement may be executed by the parties in counterparts and may be executed and delivered by fax or e-mail and all such counterparts shall together constitute one and the same agreement.

[the rest of this page has been left intentionally blank]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

FOTO SOURCE CANADA INC.

By: 

"I have authority to bind the Corporation"

Name (print): JOHN CREWSON

Title: PRESIDENT

Date: FEB 20 2009

INTERTAN CANADA LTD.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

CIRCUIT CITY STORES WEST COAST, INC.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

IN WITNESS OF WHICH the parties have duly executed this Agreement.

FOTO SOURCE CANADA INC.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

INTERTAN CANADA LTD.

By: Mark Wong

"I have authority to bind the Corporation"

Name (print): MARK WONG

Title: VICE PRESIDENT GENERAL COUNSEL AND SECRETARY

Date: February 23, 2009

CIRCUIT CITY STORES WEST COAST, INC.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

IN WITNESS OF WHICH the parties have duly executed this Agreement.

FOTO SOURCE CANADA INC.

By: _____

“I have authority to bind the Corporation”

Name (print): _____

Title: _____

Date: _____

INTERTAN CANADA LTD.

By: _____

“I have authority to bind the Corporation”

Name (print): _____

Title: _____

Date: _____

CIRCUIT CITY STORES WEST COAST, INC.

By:  _____

“I have authority to bind the Corporation”

Name (print): Reginald D. Hedgebeth

Title: Chairman & Chief Executive Officer

Date: _____