

FORM PTO-1618A
Expires 09/30/99
OMB 0651-0027

03-10-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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MRO
12-28-98

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License **22**
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name **TM**
Effective Date
Month Day Year
- Other

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

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Association
- 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 domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1817 FRAME: 0662

FORM PTO-1618B
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1188968"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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


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: #

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.

Robert N. Benjamin  12/28/98

Name of Person Signing Signature Date Signed

ASSIGNMENT

The assignment of all right, title, and interest in and trademark goodwill to the service mark and service mark registration of the mark "The Three Stooges Festival" (hereinafter "ASSIGNMENT") is effective as of the date of execution hereof by its owner, Midnite Shows, Inc., a New Jersey Corporation, having a place of business at 18 Outwater Lane, Garfield, New Jersey 07026 (hereinafter "ASSIGNOR"). The rights assigned herein will be owned by Comedy III Entertainment, Inc., a Delaware corporation, having a place of business at 520 North Central Avenue, Suite 800, Glendale, California 91203 (hereinafter "ASSIGNEE").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR makes the following assignment:

1. The ASSIGNOR hereby assigns itself to ASSIGNEE all of ASSIGNOR'S right, title, and interest in the name, concept and service mark "The Three Stooges Festival", including all trademark goodwill associated therewith, further including the service mark registrations, described as and/or entitled "The Three Stooges Festival", federal service mark registration No. 1188968, dated February 2, 1982, and further including all other trademark or service mark or trade dress rights associated or related to the name concept or service mark or registration of the mark "The Three Stooges Festival". The parties hereby intend to transfer from ASSIGNOR to ASSIGNEE all rights to all forms of the mark heretofore in commercial use and all goodwill associated thereto; said rights, title, and interest expressly including, but expressly not limited to,

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all service mark registrations, service mark renewals and renewal rights, rights of reproduction or use of the name "The Three Stooges Festival", and any and all causes of action heretofore accrued in ASSIGNOR'S favor for infringement of the aforesaid rights, to have and to hold the same onto ASSIGNEE, its successor and assigns, for and during the existence of the rights and all renewals and extensions thereof.

2. ASSIGNOR hereby assigns and conveys to ASSIGNEE all of ASSIGNOR'S right, title and interest ~~in and to all material used~~ ⁱⁿ with respect to the service mark "The Three Stooges Festival" and exploitation for use in any manner in connection with "The Three Stooges Festival" ~~and exploitation thereof~~ in all media throughout the universe in perpetuity.

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3. ASSIGNOR hereby assigns to ASSIGNEE and waives any and all moral rights (if any) ASSIGNOR may have in and to the service mark "The Three Stooges Festival".

4. ASSIGNOR hereby represents and warrants to ASSIGNEE the following:

- a) ASSIGNOR has no knowledge that any other person or entity has attempted to register the name, content and mark "The Three Stooges Festival".
- b) All rights being conveyed pursuant to this Assignment, including but not limited to the trademark goodwill, has not heretofore been pledged, hypothecated, assigned, or otherwise encumbered and is, in all respects, to the knowledge of ASSIGNOR. free and clear.

- c) To the best of ASSIGNOR'S knowledge other than the claims of Comedy III Productions, Inc., and Norman Maurer Productions, Inc., the validity of all rights to the service mark and the registration of the mark have never been questioned; and
- d) ASSIGNOR has not entered into any contract or agreement or made any commitment that will or may impair ASSIGNEE'S rights hereunder.

5. ASSIGNOR hereby agrees to hold harmless and indemnify and keep indemnified ASSIGNEE and its parents, subsidiaries, affiliates, directors, officers, representatives, employees, and agents (each, under this paragraph 5, an "Indemnified Party") from and against all claims, liabilities, demands, causes of action, judgments, settlements, costs, expenses, and disbursements actually incurred by an Indemnified Party, including reasonable outside attorney's fees and expenses (collectively, a "Claim"), as a result of third-party Claims arising out of or connected with any breach of any representation, warranty, or covenant made by ASSIGNOR hereunder.

6. At any time, and from time to time hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE'S written request, take any and all steps to execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in ASSIGNEE and to facilitate ASSIGNEE'S enjoyment and enforcement of said rights and causes of action.

7. ASSIGNOR hereby constitutes and appoints Robert N. Benjamin as

8.0. 12/11/98

ASSIGNOR'S true and lawful attorney-in-fact, with full power of substitution in ASSIGNOR'S name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action pertaining to the service mark "The Three Stooges Festival" referred to in paragraph 1 more effectively in ASSIGNEE. This includes, but is not limited to, all rights with respect to the service mark and registration of the service mark "The Three Stooges Festival" that may have accrued in ASSIGNOR'S favor from the respective date of February 2, 1982, creation of service mark and registration of the service mark to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. This power of attorney shall be exercisable only after ASSIGNEE has requested that ASSIGNOR sign a particular document and ASSIGNOR has not done so within ten (10) days of such request.

8. On or before the effective date of this ASSIGNMENT, ASSIGNOR shall deliver to ASSIGNEE the original service mark or trademark registration and service mark certificate.

9. This Assignment is binding upon the parties and their successors, assigns, ^{and} heirs, ~~and personal representatives.~~ *So. 12-11-98*

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be signed
in ASSIGNOR'S name.

Dated: 12-11-98

Midnite Shows, Inc.

By: Santo Oliveri

Santo Oliveri

Its PRESIDENT

STATE OF NEW YORK)
)
 COUNTY OF NEW YORK) ss:

On ~~September~~ ^{December} 11, 1998, before me, ELIZABETH MARINO, Notary Public, personally

appeared Santo Oliveri, personally known to me OR to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth Marino

 Notary Public

ELIZABETH MARINO
 NOTARY PUBLIC, State of New York
 No. 01117168273
 Qualified in the County of
 Commission Expires April 30, 2003