

MLB 5-3-99

Client Code: ADVANTX.007T

05-10-1999

SHEET



101033365

TO THE ASSISTANT COMMISSIONER OF

1. Name of conveying party(ies): (If multiple, list numerically)

Hill Arts and Entertainment Systems, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No

attached original documents or copy thereof.
2. Name and address of receiving party(ies):

Name: Entertainment Express, Inc.
 Internal Address:
 Street Address: 4675 MacArthur Ct., Suite 1400
 City: Newport Beach State: CA ZIP: 92660

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) May 31, 1996

4. Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration No(s): 1,831,729

Additional numbers attached? Yes No

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

Name: Diane M. Reed
 KNOBBE, MARTENS, OLSON & BEAR, LLP
 Customer No. 20,995
 Internal Address: Sixteenth Floor
 Street Address: 620 Newport Center Drive
 City: Newport Beach State: CA ZIP: 92660
 Attorney's Docket No.: ADVANTX.007T

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved:

1

9. 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.

Diane M. Reed
Name of Person Signing

Signature

4/30/99
Date

Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

SRH-1128

TRADEMARK
REEL: 1893 FRAME: 0547

05/07/1999 JSHARAZZ 00000099 1831729 40.00 OP 01 FC:461

ASSET PURCHASE AGREEMENT

BETWEEN

HILL ARTS AND ENTERTAINMENT SYSTEMS, INC.

AND

ENTERTAINMENT EXPRESS, INC.

Dated as of May 31, 1996

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of May 31, 1996, between Hill Arts and Entertainment Systems, Inc., a Delaware corporation (the "Seller"), and Entertainment Express, Inc., a Delaware corporation (the "Purchaser").

WHEREAS, the Purchaser desires to purchase, and the Seller desires to sell, certain of the assets of the Seller subject to the terms and conditions set forth herein; and

WHEREAS, the Purchaser desires to assume, and the Seller desires to assign, certain of the liabilities of the Seller subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter set forth, and upon the terms and subject to the conditions hereinafter set forth, the Purchaser and the Seller hereby agree as follows:

ARTICLE I ACQUIRED ASSETS

1.1. *Acquired Assets.* Upon the terms and subject to the conditions hereinafter set forth, the Seller shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Seller, all of the Seller's right, title and interest in and to all of the assets, properties, rights, contracts and claims, wherever located, whether tangible or intangible, whether owned by the Seller directly or through a subsidiary, as the same shall exist as of the Closing (collectively, the "Acquired Assets"), including, without limitation, the following:

- (a) all of the Seller's right, title and interest in and to all of the computer programs, software and databases set forth on Schedule 1.1(a) hereto (the "Transferred Software");
- (b) all Contracts set forth on Schedule 1.1(b) hereto (the "Transferred Contracts");
- (c) all computer hardware, peripheral equipment, third-party software, networking devices, cables, supplies and accessories set forth on Schedule 1.1(c) hereto and otherwise (collectively, the "Computer Equipment");
- (d) all furnishings, furniture, fixtures, office supplies, machinery and equipment and all other tangible personal property set forth on Schedule 1.1(c) hereto and otherwise (collectively, the "Office Equipment");
- (e) all accounts receivable and notes receivable from third parties set forth on Schedule 1.1(e) hereto and all deposits with third parties, together with any unpaid interest accrued thereon from the respective obligors and any security or collateral therefor, including recoverable deposits (collectively, the "Accounts Receivable");

(f) (i) all patents and patent applications owned by the Seller or licensed to the Seller by third parties, (ii) research, development and commercially practiced processes, trade secrets, know-how, inventions, and manufacturing, engineering and other technical information, whether owned by the Seller or licensed to the Seller by third parties, and (iii) all notebooks, records, reports and data directly relating thereto (collectively, the "Patent-Related Assets");

(g) all trademarks, trade names (including, without limitation, all rights to the trade names "Hill Arts and Entertainment Systems, Inc.", "Hill A&E", "hillae.com", "Artsoft" and "Sportsoft"), service marks and copyrights, any applications and registrations for any of the foregoing, and all computer programs, software and databases, in each case, owned by the Seller or licensed to the Seller by third parties (collectively and together with the Transferred Software and the Patent-Related Assets, the "Intangible Assets");

(h) all marketing brochures and materials and other printed and written materials relating to the Seller's business that the Seller is not required by law to retain, and duplicates of any such materials that the Seller is required by law to retain;

(i) all rights under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors in connection with the operation of the Seller's business or affecting the Computer Equipment or the Office Equipment;

(j) all Permits held by the Seller (to the extent permitted by applicable Law to be transferred);

(k) all deferred and prepaid charges, sums and fees;

(l) all books, records and other data relating to the Seller's business;
and

(m) all goodwill relating to the foregoing Acquired Assets.

1.2. *Excluded Assets.* Notwithstanding anything to the contrary contained in Section 1.1 hereof, the Seller and the Purchaser expressly agree that the Seller is not hereunder selling, assigning, transferring, conveying or delivering to the Purchaser the following assets, properties, rights, contracts and claims (collectively, the "Excluded Assets"):


(a) any books, records or other data relating to the Seller's business required by applicable Law to be retained by the Seller;

(b) subject to the provisions of Section 6.1(b) hereof, any of Seller's right, title and interest under any Transferred Contracts, agreements, licenses, Permits, exemptions, franchises, variances, waivers, consents, approvals or other authorizations or arrangements that are not transferable without consent (unless such consent has been obtained); and

(c) all Contracts of the Seller other than the Transferred Contracts.

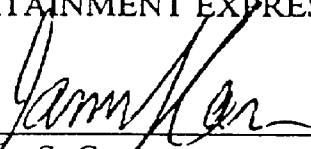
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HILL ARTS AND ENTERTAINMENT
SYSTEMS, INC.

By: 

Irvin E. Richter
Chairman

ENTERTAINMENT EXPRESS, INC.

By: 

James S. Cassano
Chairman and CEO