

10-13-2000



101486755

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

MRP  
9.21.00

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
**08172000**

**Conveying Party**

Mark if additional names of conveying parties attached

Name **Moon Crescent Studios, Inc.** Execution Date  
Month Day Year **08172000**

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization **Delaware**

**Receiving Party**

Mark if additional names of receiving parties attached

Name **Moon Crescent Animation, Inc.**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **1600 Rosecrans Avenue**

Address (line 2) **Building 2B, Third Floor**

Address (line 3) **Manhattan Beach** **California** **90266**  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **Delaware**

**FOR OFFICE USE ONLY**

10/12/2000 MTHA11 00000244 76012519

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**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)**

**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.)

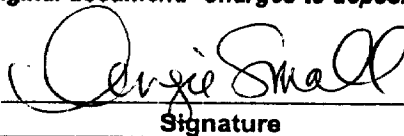
Deposit Account Number: #

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.

Angie Small  
Name of Person Signing

  
Signature

September 6, 2000  
Date Signed

**PC AND THE WEB  
TRADEMARK ASSIGNMENT**

Whereas, Moon Crescent Studios, Inc., a Delaware corporation with a principle place of business at 1600 Rosecrans Avenue, Building 2B, Third Floor, Manhattan Beach, California 90266 (hereinafter "Conveying Party") is the owner of the trademark PC AND THE WEB, the goodwill associated therewith, certain United States Trademark Applications related thereto ( "The Trademark Applications"), and is engaged in an existing and ongoing business also related thereto.

Whereas, The Trademark Applications include the following:

Mark: PC AND THE WEB, International Class 9, Serial Number: 76/021519;  
Mark: PC AND THE WEB, International Class 16, Serial Number: 76/021520;  
Mark: PC AND THE WEB, International Class 18, Serial Number: 76/021521;  
Mark: PC AND THE WEB, International Class 25, Serial Number: 76/021522;  
Mark: PC AND THE WEB, International Class 28, Serial Number: 76/021523; and  
Mark: PC AND THE WEB, International Class 41, Serial Number: 76/021524.

Whereas, Moon Crescent Animation, Inc., a Delaware corporation with a principle place of business at 1600 Rosecrans Avenue, Building 2B, Third Floor, Manhattan Beach, California 90266 (hereinafter "Receiving Party") is desirous of acquiring all right, title and interest in and to the PC AND THE WEB trademark, the goodwill associated therewith, The Trademark Applications, and the existing and ongoing business related thereto.

Now therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Conveying Party has assigned and hereby does assign all right, title and interest in and to the PC AND THE WEB trademark, the goodwill associated therewith, The Trademark Applications, and the existing and ongoing business related thereto to Receiving Party.

PC AND THE WEB  
TRADEMARK ASSIGNMENT (continued)

Now therefor, Conveying Party and Receiving Party hereby agree that this Trademark Assignment shall be executed in duplicate and that each of the executed copies shall function as an original.

Moon Crescent Studios, Inc.

By: [Signature]  
Christopher Cain  
Chief Executive Officer

Dated: August 17, 2000

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 519

State of CALIFORNIA  
County of LOS ANGELES  
On 8-17-00 before me, MARLEA M. RAMSEY, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
personally appeared Christopher Cain  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

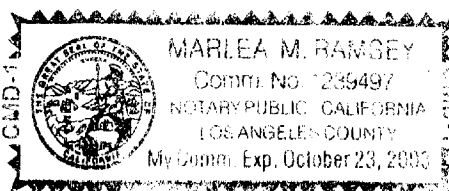
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

INDIVIDUAL  
 CORPORATE OFFICER(S)  
CEO  
TITLE(S)

PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
MOON CRESCENT STUDIOS, INC



WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
TITLE OR TYPE OF DOCUMENT PC & The Web  
NUMBER OF PAGES 3 DATE OF DOCUMENT 8-17-2000  
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.  
SIGNER(S) OTHER THAN NAMED ABOVE None

<b>Name</b>	<b>Level Definition</b>	<b>Level</b>	<b>Notes</b>
PC and the Web - The World	The World	Level 1	
Domestic	Domestic vs. International	Level 2	
USA	Sales Country	Level 3	
East	Sales Region	Level 4	
Mid West	Sales Region	Level 4	
West	Sales Region	Level 4	
Canada	Sales Country	Level 3	
All of Canada	Sales Region	Level 4	
International	Domestic vs. International	Level 2	
Europe	Sales Country	Level 3	
All of Europe	Sales Region	Level 4	
Australia	Sales Country	Level 3	
All of Australia	Sales Region	Level 4	
Other International Countries	Sales Country	Level 3	
All Other International Countries	Sales Region	Level 4	