

FORM PTO-1584 (Rev. 6-93)

REC

01-05-2001

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



Tab settings

To the Honorable Commissioner of Pa

101572605

Attached original documents or copy thereof.

1. Name of conveying party(ies): 12-18-00  
 Roy B. Winnick, an individual  
 Best Film & Video Corp. (A New York Corporation)  
 Benji Productions, LLC (Cal. Limited Liability Co.)

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Joe Camp

Internal Address: \_\_\_\_\_

Street Address: 34322 Street Of The Covelantern

City: Dana Point State: CA ZIP: 92629

Individual(s) citizenship US  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

Execution Date: as of August 15, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg.No.	Date	Serial No.
1193803	1/2/80	73242551

Additional numbers attached?  Yes  No

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

Name: Gerald Rubin

Internal Address: \_\_\_\_\_

Street Address: 11601 Wilshire Blvd., 21st FL.

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Gerald Rubin  
Name of Person Signing

Gerald Rubin  
Signature

12/13/00  
Date

Total number of pages including cover sheet, attachments, and document: 10

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

QUESTION #4B - ADDITIONAL PROPERTIES

<u>Registration No.</u>	<u>Filing Date</u>	<u>Serial No.</u>
1218492	1/2/80	73242552
1218363	1/2/80	73342553
1425998	9/05/85	73556916
1506209	9/25/87	73686363
0984197	11/13/92	72438583

## ASSIGNMENT

This irrevocable Assignment ("Assignment") is made and entered into as of August 15, 2000, between Roy B. Winnick, an individual, Best Film & Video Corp, a New York corporation, Benji Productions, LLC., a California limited liability company, jointly and severally ("Assignor"), on the one hand, and Joe Camp ("Assignee"), an individual, on the other hand with regard to all of Assignor's Rights and Property as defined below.

1. **RIGHTS, TITLE AND INTEREST IN ALL PHYSICAL AND INTELLECTUAL PROPERTY OF BENJI.** Reference is hereby made to the following trademarks, service marks, and tradenames relating to the canine character Benji ("Marks") set forth in Schedule A attached hereto and incorporated by this reference, Benji theatrical motion pictures and television programming ("Benji Films") set forth in Schedule B attached hereto and incorporated by this reference, together with all rights to exploit the name, character, and likeness of Benji ("Benji Character"), all intellectual and other property based upon, arising from or derivative of the canine character Benji ("Benji Intellectual Property Right") and to the screenplays, springboards, outlines, concepts for Benji motion pictures and television series set forth in Schedule C attached hereto and incorporated herein by this reference ("Materials"), and all other materials not mentioned above relating to the canine character Benji ("Other Materials").

2. **AGREEMENTS.** Reference is hereby made to the following agreements ("Agreements").

That certain License Agreement dated as of June 21, 1991, between Mulberry Square Releasing, Inc. ("MSR") and Best Film & Video Corp. ("Best") relating to MSR grant to Best a license to distribute in home video certain Benji theatrical motion pictures and television programming set forth in Schedule A of the License Agreement.

That certain Trademark License Agreement dated as of June 21, 1991, between Mulberry Square Productions, Inc. ("MSP") and Best relating to MSP grant to Best a license to use certain marks specified in Schedule A of the Trademark Agreement in connection with Best's home video distribution of the Benji Films.

That certain Joint Venture agreement dated as of July 1, 1994, between MSP and Roy Winnick relating to MSP grants, assigns and sets over to the joint venture ("Venture") between MSP and Roy Winnick all of MSP's rights in the trademarks, service marks, and tradenames relating to Benji, together with all rights to exploit the name, character, and likeness of Benji. The foregoing grant of rights includes, without limitation, all rights under copyright and trademark and all other rights, whether now known or hereafter invented, to the screenplays, springboards, outlines, and concepts for Benji motion pictures and television series set forth in

Schedule B of the Joint Venture Agreement and certain rights to the properties set forth in Schedule A of the Joint Venture Agreement.

That certain Settlement Agreement, Mutual General Release and Irrevocable Assignment of All Right, Title and Interest in All Benji Physical and Intellectual Property Agreement ("Settlement Agreement") dated as of August 15, 2000 between Joe Camp, MSP, MSR, Mulberry Square Merchandising, Inc., on the one hand, and Roy B. Winnick, Best, and Benji Productions, LLC., on the other hand, relating to the vesting of all right, title and interest in and to the Benji Films, the Benji Marks, the Benji character and all intellectual and other property based upon, arising from or derivative of the canine character Benji in the Assignee.

That certain deal memo agreement dated October 16, 1997 among Benji Associates, Benji Productions, and Flashpoint, Ltd. regarding the feature length motion picture tentatively entitled "Benji V: The Adventure Begins."

3. ASSIGNMENT. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title and interest, of whatever kind and nature forever and throughout the universe, in and to the Marks, Benji Films, Benji Character, Benji Intellectual Property Right, Materials, Other Materials and Agreements.

4. ASSIGNOR'S WARRANTIES. Assignor hereby warrants and represents as follows:

Assignor has the full right, power and authority to make this Assignment and to grant the rights herein granted, and Assignee may exercise any or all of the rights granted to it hereunder without obtaining the consent of any person, firm, corporation or other entity other than as expressly stated to the contrary in the Agreements;

Assignor has not heretofore granted or assigned, and will not hereafter grant or assign, any right, title and interest in or to the Marks, Benji Films, Benji Character, Benji Intellectual Property Right, Materials, Other Materials or Agreements to any person, firm, corporation or other entity other than Assignee;

No sums are hereafter payable to any person, firm, corporation or other entity in connection with the Marks, Benji Films, Benji Character, Benji Intellectual Property Right, Materials, Other Materials or any exploitation thereof except as expressly set forth in the Agreements;

There are no liens or encumbrances on the aforesaid and no claim or litigations are pending or threatened with respect thereto with the exception of Assignor's lien in connection with the theatrical motion picture script written by Brandon Camp and Michael Thompson tentatively entitled "The Adventure Begins" as set forth in the Settlement Agreement;

Assignor has not entered into and is not aware of any agreements (whether written or oral) or documents other than the Agreements affecting any of the rights assigned by Assignor to Assignee hereunder; and

Assignor has hereby transferred all right, title and interest in the aforesaid subject matter and retains no right, title or interest therein.

The foregoing warranties and representations are made by Assignor as a material inducement to Assignee to execute this Assignment, and Assignor acknowledges and concedes that Assignee has executed this Assignment in reliance thereon.

5. **ASSIGNOR'S INDEMNIFICATION.** Assignor agrees to indemnify and hold harmless and, at Assignee's request, defend Assignee, its parents, subsidiaries, affiliates, successors, licensees, and assigns and the directors, officers and employees of all foregoing entities from and against all claims, actions, damages, liabilities, obligations and expenses (including, without limitation, reasonable attorneys' fees) arising out of any breach or alleged breach by Assignor of Assignor's covenants, agreements or warranties contained herein.

6. **FURTHER DOCUMENTS.** Assignor agrees to execute and deliver to Assignee such further instruments as may be reasonably required to carry out or effectuate the purposes and intent of this Assignment. Without limiting the foregoing, Assignor hereby agrees to cause to be executed, acknowledged and delivered to annexed hereto, which such instrument Assignee may record with the United States Copyright Office as evidence of the rights granted herein to Assignee.

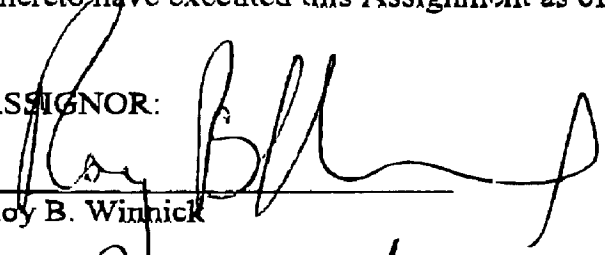
7. **ASSIGNMENT.** Assignee shall have the right at any time to assign or otherwise transfer the Marks, Benji Films, Benji Character, Benji Intellectual Property Right, Materials, Other Materials, the Agreements, and/or this Assignment, in whole or in part, or any or all of Assignee's rights or obligations hereunder and/or therein, to any person, firm, obligation or other entity;

8. **MISCELLANEOUS.** This Assignment constitutes the entire understanding between Assignor and Assignee concerning the subject matter hereof and replaces any and all prior understanding or agreement, whether oral or written, relating to such subject matter, and shall not be amended, modified, changed, renewed, extended or discharged except by a written instrument signed by the party against whom enforcement of such amendment, modification, change, renewal, extension or discharge is sought. No waiver of any term or condition of this Assignment shall be deemed a waiver of any other term or condition. Paragraph headings are used in this Assignment for convenience only and are not part hereof and shall not be used in any manner to interpret or modify any provision of this Assignment. This Assignment shall be construed under and in accordance with the laws of the State of California. If any legal action or other proceeding is brought for enforcement of this Assignment or as a result of the breach, default or misrepresentation in connection with any provisions of this Assignment, the successful

or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

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

ASSIGNOR:

  
\_\_\_\_\_  
Roy B. Winnick

Best Film & Best Film & Video Corp

By:   
\_\_\_\_\_  
Its:   
\_\_\_\_\_

Benji Productions, LLC.

By:   
\_\_\_\_\_  
Its:   
\_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_  
Joe Camp

APPROVED BY BENJI ASSOCIATES:

\_\_\_\_\_  
Joe Camp, President, Mulberry Square Productions,  
Inc.

  
\_\_\_\_\_  
Roy B. Winnick

**SCHEDULE A**

1. Benji
2. Mulberry Square Productions, Inc.
3. Mulberry Square Productions

## SCHEDULE B

Properties covered in the video distribution agreement between Mulberry Square Releasing, Inc., and Best Film & Video dated June 21, 1991.

### Motion Pictures

Benji (87 minutes)  
For the Love of Benji (85 minutes)  
Hawmps (113 minutes)  
The Double McGuffin (100 minutes)

### Television Specials

The Phenomenon of Benji (30 minutes)  
Benji's Very Own Christmas Story (30 minutes)  
Benji at Work (30 minutes)  
Benji (Takes a Dive) at Marineland (30 minutes)

### Television Series

Benji, Zax and the Alien Prince (thirteen episodes - 21 minute episodes)

1. The Prince and the Bag Lady
2. U.F.O.
3. The Day of the Hunters
4. Goldmine
5. Goodbye Earth
6. Ghost Town
7. The Locals
8. Puppy Love
9. Double Trouble
10. Don't Fence Me In
11. The Flying Lesson
12. Benji Call Home
13. Decoy Droid

### Miscellaneous

The Making of Benji the Hunted (unedited)  
Benji's Life Story (15 minute short feature)



SCHEDULE C

<u>Title</u>	<u>Type of Property</u>	<u>Status of Property</u>
Benji 5: Home For Christmas	Theatrical Movie	Finished Screenplay
Benji-Benji	Theatrical Movie	Finished Screenplay
Oscar	Theatrical Movie	Conceptual Springboard
Benji's Magical Doghouse	Children's TV series (educational/live action)	Detail concept and outline
Mutt & Jeffrey	Primetime TV Series	Detail concept and outline
Benji and the Trainer	Primetime or syndicated TV series	Concept outline
Ghost Hotel	Primetime TV series	Detailed concept and outline (including pilot story outline)
The Benji Show #1	Animated TV series	Concept outline including character art)
The Benji Show #2	Live action Children's series	Concept outline
The Maltese Benji	Theatrical movie	Conceptual springboard
Benji at the Circus	TV movie	Conceptual springboard

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 8/30/00 before me, JEFFERY K. SPELLERBERG  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ray B. Winnick  
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.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment

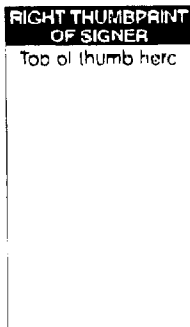
Document Date: 8/30/00 Number of Pages: 6

Signer(s) Other Than Named Above: Joe Camp

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Ray B. Winnick

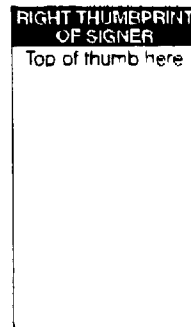
- Individual
- Corporate Officer  
Title(s): PRESIDENT (2)
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
Best Film & Video Corp  
Bevji Productions LLC

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_