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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Zulme Calloway

- Individual(s) [checked] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

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

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: 01/23/01

2. Name and address of receiving party(ies)

Name: Creative Arts By Calloway, LLC

Internal Address: _____

Street Address: 405 Regency Ct.

City: Hockessin State: DE Zip: 19707

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other [checked]

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

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

A. Trademark Application No.(s)

75761160 75761159 75761161

B. Trademark Registration No.(s)

Additional number(s) attached [] Yes [checked] No

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

Name: Marc A. Karlin, Esq.

Internal Address: Karlin & Karlin

Street Address: 3701 Wilshire Blvd., Suite 1035, Los Angeles, CA

City: Los Angeles State: CA Zip: 90010

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 120.00

- Enclosed [checked] 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.

Marc A. Karlin

Name of Person Signing

Marc Karlin

Signature

04/23/01

Date

Total number of pages including cover sheet, attachments, and document: 5

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

ASSIGNMENT

WHEREAS, Zulme M. Calloway ("Assignor") is the widow and sole legal heir of the deceased Cab Calloway (born Cabell Calloway, III on December 25, 1907), Cab Calloway having bequeathed all of his property and estate, real, personal and mixed, of whatever kind, to Assignor;

WHEREAS, pursuant to a Settlement Agreement with Mutual Releases (the "Settlement Agreement"), dated July 5, 2000, by and among Sawmill Entertainment Corporation, Ron Rainey Management, Inc., Calloway Entertainment, Inc., Richard L. Albert and Ron Rainey (collectively, the "Rainey Parties") and Zulme Calloway and Cabella Calloway Langsam, individually and as guardian ad litem for Zulme Calloway, the Rainey Parties reconveyed to Assignor certain rights in and to certain musical compositions, and the exclusive worldwide rights to the likeness, voice and caricature of Cab Calloway allegedly conveyed to them by Cab Calloway and Zulme Calloway;

WHEREAS, Zulme M. Calloway is presently the sole member of, and will be an initial member of the board of managers of, Creative Arts by CALLOWAY, LLC, a Delaware limited liability company that will or may conduct business under the name C.A.B. CALLOWAY, LLC ("Assignee"); and

WHEREAS, Zulme M. Calloway has formed Assignee for the purpose of managing, promoting, licensing and otherwise dealing with all of the rights associated with the name, likeness, voice and intellectual property rights belonging to Cab Calloway at his death and/or transferred or restored to Zulme M. Calloway pursuant to the Settlement Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign and convey to Assignee and its legal successors and assigns, without reservation:

- (1) One Hundred Percent (100%) of her right, title and interest in and to the appearance, persona, likeness, image, form, caricature, expression and voice of Cab Calloway and characters created by him and all rights of publicity relating thereto, including but not limited to the exclusive worldwide right in perpetuity to exploit, market, merchandise, advertise, promote, license and sell interests therein and products and services of every kind and nature;
- (2) the trademarks or service marks "Cab Calloway," "Hi De Ho Man," "Minnie the Moocher" and all other marks based upon the name, image, signature or likeness of Cab Calloway, and all derivatives thereof, and all pending applications and registrations relating thereto and all renewals and extensions thereof for the United States of America and all countries of the world, together with the goodwill associated therewith and any and all claims or causes of action whether asserted or not relating thereto, including the right to recover damages on account of infringement thereof regardless of the date of infringement;
- (3) an undivided One Hundred Percent (100%) interest in Assignor's interest in copyright and all other right, title and interest in and to all musical compositions in which Assignor has

on Schedule A hereto and by this reference made part hereof, including but not limited to, the copyright and all renewals and extensions thereof for the United States of America and all countries of the world and any and all claims or causes of action whether asserted or not relating thereto, including the right to recover damages on account of infringement thereof regardless of the date of infringement; and

- (4) all contracts, agreements, licenses or other arrangements relative to any of the preceding, and all rights to royalties or other income relating thereto.

Assignor acknowledges her intention to transfer to Assignee all of her right, title and interest in and to all rights relating to or arising out of the artistic endeavors of Cab Calloway and agrees, which agreement shall be binding upon her heirs and successors in interest, to make any further assignment, in whatever form required or to execute and further document that may be necessary in order to further perfect or effectuate the intent of this assignment.

The undersigned executed this instrument on this 22nd day of January, 2001.

Zulme M. Calloway
ZULME M. CALLOWAY

STATE OF DELAWARE)
) SS:
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 22nd day of January, 2001, personally appeared before me, a notary public under Delaware law, Zulme M. Calloway, party to the foregoing instrument who, having been duly sworn, acknowledged that the same was her act and deed.

Gisela M Chambers
Notary Public

My commission expires: October 28, 2003

Schedule A

- | | | | |
|-----|----------------------------------------------|-----|-----------------------------------|
| 1. | “Minnie the Moocher” | 23. | “Chop, Chop, Charlie Chan” |
| 2. | “Scat Song” | | |
| 3. | “Lady with the Fan” | 24. | “Are You Hep to the Jive?” |
| 4. | “Get that Hi-De-Ho in Your Soul” | 25. | “Boogit” |
| 5. | “Chinese Rhythm” | 26. | “Come On with the Come On” |
| 6. | “Good Sauce from the Gravy Bowl” | 27. | “Do I Care? No, No” |
| 7. | “Echoes” | 28. | “Silly Old Moon” |
| 8. | “Are You in Love with Me Again?” | 29. | “Sunset” |
| 9. | “Big-Mouth Minnie” | 30. | “Topsy Turvey” |
| 10. | “That Man’s Here Again” | 31. | “Are You All Reet?” |
| 11. | “Peek-A-Doodle-Do” | 32. | “The Workers’ Train” |
| 12. | “A Minor Breakdown” | 33. | “Hot Air” |
| 13. | “I Like Music” | 34. | “Virginia, Georgia, and Carolina” |
| 14. | “Rustle of Swing” | 35. | “Levee Lullaby” |
| 15. | “Three Swings and Out” | 36. | “Nein, Nein” |
| 16. | “Rhapsody in Rhumba” | 37. | “Cy from Chi” |
| 17. | “I Like Music Played with a Swing Like This” | 38. | “Geechy Joe” |
| 18. | “Jive” | 39. | “Ogeachee River Lullaby” |
| 19. | “The Jumpin Jive” | 40. | “Let’s Go, Joe” |
| 20. | “We’re Breaking Up a Lively Affair” | 41. | “Pitchin’ Up a Boogie” |
| 21. | “For the Last Time I Cried Over You” | 42. | “Special Delivery” |
| 22. | “I Ain’t Gettin Nowhere Fast” | 43. | “The Jive’s Been Here and Gone” |
| | | 44. | “The Great Lie” |

45. "Jonah Joins the Cab"
46. "We the Cats Shall Help Ya"
47. "Foo a Little Bally Hoo"
48. "My Lovin' Baby and Me"
49. "Frantic in the Atlantic"
50. "Glider"
51. "On Account of Love"
52. "If This Isn't Love"
53. "Zanzi"
54. "My Lament for V-Day"
55. "Rackin' em Bank"
56. "Trumpetology"
57. "Crusin with Cab"
58. "I Got a Gal Named Nettie"
59. "Hey Now, Hey Now"
60. "How Big Can You Be"
61. "I Loves You, Honest I Does"
62. "Going Where I Can Do Some Good"
63. "Let's Call It Quits"
64. "Maybe It's Dinah"
65. "Old Man Bounce"
66. "Get Back on the Road"
67. "He-Do-Ho Man, That's Me"
68. "Don't Falter at the Alter"
69. "Minnie Grew Up Overnight"
70. "Fiesta in Brass"
71. "Ole Hops"
72. "Calloway Boogy"
73. "That's The Least, Don't You"
74. "Bop Blues"
75. "Rhythm Cocktail"