

08-22-2001



To the Honorable Commissioner of Patents

Attached original documents or copy hereof.

101819456

1. Name of conveying party(ies):

HSX HOLDINGS, INC.

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

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

2. Name and address of receiving party(ies):

Name: HOLLYWOOD STOCK EXCHANGE, LLC
Address: One World Trade Center
New York, New York 10049

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
Yes X No
(Designations must be a separate document from Assignment)
Additional name(s) & addresses attached?
Yes X No

3. Nature of conveyance:

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

Execution Date: May 25, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s).
2,364,538 and 36 others

08/22/2001 TDI A21 00000007 2364538

Additional Numbers attached? X Yes No

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

6. Total number of applications and registration involved: 37

7. Total fee (37 CFR 3.41) \$ 940.00

- X Enclosed
[X] Authorized to be charged to deposit account
(Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

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

Name: Patrick Boisson

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017



08-09-2001

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.

Patrick Boisson
Name of Person Signing

Boisson
Signature

8/9/2001
Date

Total number of pages comprising cover sheet:

Schedule A

Trademarks

United States Trademark Registrations

<u>Trademark</u>	<u>U.S. Registration No.</u>
ARTISTSTOCKS	2364538
HOLLYWOOD DERIVATIVE	2114287
HOLLYWOOD DERIVATIVES	2130397
HOLLYWOOD DOLLARS	2085470
HOLLYWOOD DOLLARS	2098760
HOLLYWOOD RESERVE BANK	2144360
HOLLYWOOD RESERVE BANK	2114286
HOLLYWOOD STOCK EXCHANGE	2094329
HOLLYWOOD STOCK EXCHANGE	2106360
HOLLYEX	2285009
HSX	2098778
HSX	2088804
HSX (and Design)	2272207
LEVERAGING THE WORLD'S IMAGINATION	2096890
LEVERAGING THE WORLD'S IMAGINATION	2094476
MOVIE MARKET	2364539
MOVIESTOCKS	2216422
MOVIESTOCKS	2199977
MUSIC MARKET	2366361
MUSIC STOCK EXCHANGE	2317122
SPIN FACTOR	2397584
STARBONDS	2364540
STARBONDS	2251125

WHERE THE STARS TRADE LIKE JUNK BONDS 2213741

WHERE THE STARS TRADE LIKE JUNK BONDS 2150493

**United States Trademark Applications**

<b><u>Trademark</u></b>	<b><u>U.S. Serial Number</u></b>	<b><u>Filing Date</u></b>
BAROMETER	76/039443	May 2, 2000
BUY, SELL OR HOLD	76/074691	June 21, 2000
IT'S YOUR HOLLYWOOD	76/023949	April 12, 2000
MUSIC DOLLARS	75/409487	December 22, 2000
MUSICSTOCKS	76/095477	July 11, 2000
SONGSTOCKS	76/068314	June 8, 2000
SPORTS STOCK EXCHANGE	75/473151	April 23, 2000
TELEVISION STOCK EXCHANGE	75/409520	December 22, 2000
THE ENTERTAINMENT MARKET	75/690896	April 26, 2000
TRADER INSIGHT	76/095475	July 10, 2000
TV DOLLARS	75/409485	December 22, 1997
TVSTOCKS	76/095476	July 11, 2000

**United States Common Law Marks**

VIRTUAL PRODUCER

VIRTUAL SPECIALIST

**Foreign Registrations**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Registration No.</u></b>
HOLLYWOOD STOCK EXCHANGE	Germany	397 15 475
HOLLYWOOD STOCK EXCHANGE	Norway	190.692
HOLLYWOOD STOCK EXCHANGE	United Kingdom	2129494

Foreign Applications

Trademark

Country

Application No.

HOLLYWOOD STOCK EXCHANGE

Sweden

97-03627



08-09-2001

U.S. Patent &amp; TMO/c/TM Mail RcptDt. #79

TRADEMARK/SERVICE MARK ASSIGNMENT

THIS AGREEMENT ("Agreement"), effective May 25, 2001, is between HSX Holdings, Inc., a Delaware Corporation with a place of business at 8441 Santa Monica Boulevard, West Hollywood, California 90069 ("HSX"), and Hollywood Stock Exchange, LLC, a Delaware Limited Liability Company with a place of business at One World Trade Center, New York, New York 10049 ("Hollywood").

WHEREAS, HSX is the owner of the trademarks and the identified applications and/or registrations therefor listed in the attached Schedule A hereto (hereinafter the "Trademarks"); and

WHEREAS, HSX has had places of business at 11111 Santa Monica Boulevard, Suite 2050, Los Angeles, California 90025 and 225 Arizona Avenue, Suite 250, Los Angeles, California 90024; and

WHEREAS, to the best of HSX's knowledge no proceedings to cancel the identified registrations are pending and no other party makes a claim of ownership to these registrations; and

WHEREAS, to the best of HSX's knowledge no opposition proceedings against the identified applications are pending and no other party makes a claim of ownership to these trademarks; and

WHEREAS, HSX desires to assign to Hollywood all worldwide rights it holds in and to the Trademarks, together with any associated goodwill; and

WHEREAS, Hollywood, in accordance with a certain Asset Purchase Agreement, dated May 25, 2001, among HSX and Hollywood, is desirous of acquiring the Trademarks.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. HSX hereby assigns to Hollywood all right, title and interest in the Trademarks, together with the good will of the business symbolized by the Trademarks and the identified applications and/or registrations therefor, and with all claims that could be asserted by HSX arising out of or relating to the use or ownership of the Trademarks, in accordance with Trademark Act § 10, 15 U.S.C. § 1060. Further, HSX hereby assigns all worldwide rights, title and interest it may have in the Trademarks together with the good will of the business symbolized by the Trademarks and the identified foreign applications and/or registrations therefor, and with all claims that could be asserted by HSX arising out of or relating to the use or ownership of the Trademarks.

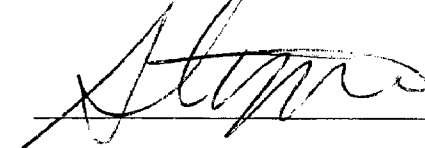
2. HSX agrees that upon request by Hollywood it shall execute or arrange to have executed any and all further documents as are necessary and/or required to effectuate the

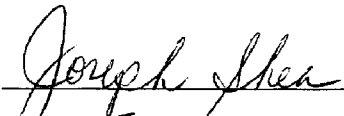
recording of this assignment of the Trademarks and the identified applications and registrations therefor.

3. The undersigned representative of HSX, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the U.S. Code and that such willful false statements may jeopardize the validity of the identified United States applications or any registrations resulting therefrom, declares: that he/she is an officer of HSX, the Assignor corporation, and is authorized to execute this instrument on behalf of said corporation; and that all statements made of his knowledge are true and all statements made on information and belief are believed to be true.

HSX HOLDINGS, INC.

HOLLYWOOD STOCK EXCHANGE, LLC

By: 

By: 

Name: STEVEN LEHLHOFF

Name: JOSEPH SHEA

Title: PRESIDENT

Title: EXECUTIVE MANAGING DIRECTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_