

12-04-2001



TO THE ASSISTANT COMMISSIONER OF PATENT AND TRADEMARK OFFICE

attached original documents or copy thereof.

101907657

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

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

Fleshwound Films, LLC

Name: Flesh Gear, LLC

Internal Address:

Street Address: 7711 Woodwind Drive

City: Huntington Beach State: CA ZIP: 92647

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: CA limited liability company

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- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: CA limited liability company

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

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:

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

- a. Trademark Application No(s):
75/281,311
- b. Trademark Registration No(s):

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) October 26, 2001

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.: FLESH.001T

7. Total fee (37 CFR 1.21(h)): \$40

- 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 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

11/30/01
Date

Total number of pages including cover sheet, attachments and document: 4

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

12/05/2001 DBYRNE 00000016 75281311

01 FC:481

40.00 DP

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

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TRADEMARK
REEL: 002401 FRAME: 0907

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: FLESH GEAR

SCHEDULE B

U.S. Federal Trademark Application:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
FLESH GEAR	75/281,311	April 24, 1997	25

Foreign Trademark Registrations:

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
Australia	FLESH GEAR	810,765	October 19, 1999	25
Europe - Community Trademark	FLESH GEAR	1,351,980	October 20, 1999	25

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 30th day of July 2001, by and between FLESHWOUND FILMS, LLC, a California corporation having a place of business at 6240 Tapia Drive, Unit E, Malibu, California 90265, (hereinafter referred to as "ASSIGNOR"), and FLESH GEAR, LLC, a California corporation having a place of business at 7711 Woodwind Dr., Huntington Beach, CA 92647, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the U.S. federal trademark application and certain foreign applications and registrations relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Applications and Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide for the same mark; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark, Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide for the same mark;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark set forth in Schedule A;
- (2) the Applications and Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees for the same mark;

together with the goodwill symbolized by said Trademark, Applications and Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees for the same mark concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Malibu, California, this 26th day of October, 2001.

FLESHWOUND FILMS, LLC
a California corporation having a place of business at 6240 Tapia Drive, Unit E, Malibu, California 90265;

By: Cami Freeman
Cami Freeman
Vice President & Secretary/Treasurer of
Freeman Films, Inc., Member of Fleshwound Films, LLC

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 10-26-01, before me, CAROL CAVELLA, personally appeared Cami Freeman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Signature Carol Cavella

Executed at, this 26th day of OCTOBER, 2001.

FLESH GEAR, LLC

a California corporation having a place of business at 7711 Woodwind Dr., Huntington Beach, CA 92647;

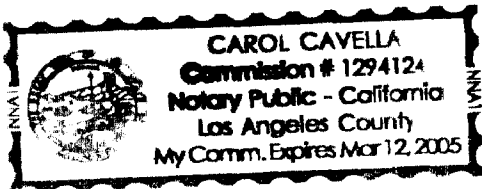
By: [Signature]
Printed Name: JON FREEMAN
Title: OPERATING MANAGING MEMBER

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On 10-26-01, before me, CAROL CAVELLA, personally appeared JON FREEMAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Signature Carol Cavella

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: FLESH GEAR

SCHEDULE B

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