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2002

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01-10-2002

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



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original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):  
Teri Brown d/b/a/ T.B.A. Management Group

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: TBA Entertainment Corporation  
Internal  
Address: \_\_\_\_\_  
Street Address: 402 Heritage Plantation Way  
City: Hickory Valley State: Tennessee Zip: 38402

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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: October 22, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,865,934

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: ..... **1**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: S. Roxanne Edwards  
Internal Address: \_\_\_\_\_  
Street Address: P.O. Box 50784, 1201 Main Street  
City: Dallas State: Texas Zip: 75250

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-2426  
(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.*

S. Roxanne Edwards                      *Roxanne Edwards*                      11/8/01  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **3**

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

TRADEMARK  
REEL: 002418 FRAME: 0898

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## ASSIGNMENT

WHEREAS, Teri Brown d/b/a T.B.A. Management Group, an individual (hereinafter referred to as "ASSIGNOR"), residing at 4750 Topeka Drive, Tarzana, California 91356;

WHEREAS, ASSIGNOR owns all right, title and interest to the name, the mark and a certain United States Service Mark Registration No. 1,865,934 for "T.B.A. Management Group" (hereinafter collectively the "T.B.A. Mark"); and

WHEREAS, TBA Entertainment Corporation ("ASSIGNEE"), a Delaware Corporation, having a principal place of business at 402 Heritage Plantation Way, Hickory Valley, Tennessee 38402, is desirous of acquiring the worldwide right, title and interest in and to the T.B.A. Mark;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys and transfers to ASSIGNEE as of the date of this Assignment, all right, title and interest in and to the T.B.A. Mark, together with the goodwill of the business symbolized by the T.B.A. Mark, including the right to apply for and receive registrations of the T.B.A. Mark throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present and future infringements.


2. ASSIGNOR represents and warrants that she has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the T.B.A. Mark; that, to the best of her knowledge, no third party owns, or is entitled to, any right or interest in the T.B.A. Mark that would preclude, conflict with or encumber this Assignment; and that she hereby consents to this Assignment.

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the T.B.A. Mark hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent or ASSIGNOR.

EFFECTIVE this 22 day of October, 2001.

Agreed:



Teri Brown, an Individual

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