

04-08-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings ⇌ ⇌ ⇌ ▼

102047600

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

1. Name of conveying party(ies):
Wee Good, Inc. **3-18-02**
5933 Slauson Avenue, Culver City, California 90230

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

2. Name and address of receiving party(ies)
Name: Punch Studio, LLC.
Internal Address: _____
Street Address: 5933 Slauson Avenue
City: Culver City State: California Zip: 90230

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other California Limited Liability Company

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: April 18, 2001

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

A. Trademark Application No.(s)
75/888,082; 75/888,077

B. Trademark Registration No.(s)
1,772,963; 1,776,485

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher A. Munns, Hughes & Luce, L.L.P.
Internal Address: Suite 2800
Street Address: 1717 Main Street
City: Dallas State: Texas Zip: 75201

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501343
(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.

Christopher A. Munns *Christopher A. Munns* March 18, 2002
Name of Person Signing Signature Date

04/05/2002
01 FC:481
02 FC:482

DBYRNE 00000160 501343 75888082

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

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

013388.00001:654724.01

TRADEMARK
REEL: 002477 FRAME: 0039

OFFICE OF PUBLIC RECORDS
MAR 18 10 18 AM '02
FINANCE SECTION

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of April 18, 2001 (the "Effective Date"), by and between Wee Good, Inc., a Delaware corporation ("Assignor"), and Punch Studio, LLC, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks and United States trademark registrations and applications therefor, listed in Schedule A (hereinafter the "Trademarks"), and

WHEREAS, Assignor has transferred all of its rights, title and interest in and to the Trademarks to Assignee, together with the goodwill of the business associated with the Trademarks, pursuant to an Asset Purchase Agreement effective as of April 18, 2001; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate the assignment to Assignee of all the rights in and to the Trademarks and the goodwill of the business associated with the Trademarks, pursuant to the Asset Purchase Agreement effective as of April 18, 2001.

NOW, THEREFORE, in consideration of the mutual covenants and of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor agrees as follows:

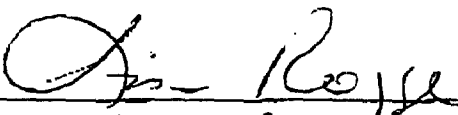
1. Assignor hereby confirms the assignment to and assigns to Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks therefor.

2. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the registrations and applications for the Trademarks and title thereto as the

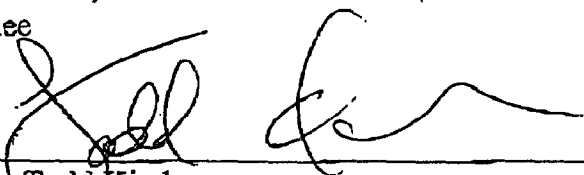
property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives as of the Effective Date.

Wee Good, Inc.,
Assignor

By: 
Name: LISA ROGGE
Title: CEO

Punch Studio, LLC
Assignee

By: 
Name: Todd Kirshner
Title: President

SCHEDULE A

<u>Trademark</u>	<u>U.S. Registration No.</u>
THE GIFTED LINE	1,772,963
THE GIFTED LINE (Stylized)	1,776,485

<u>Trademark</u>	<u>U.S. Application Serial No.</u>
THE GIFTED LINE	75/888,082
THE GIFTED LINE	75/888,077

013388.00001:627244.03