

09-06-2002

T



NLY

102214016

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

1. Name of conveying party(ies):
 Victoria Principal 9.3.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

Add'l name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Victoria Principal Productions, Inc.
 Internal Address: c/o Edelstein, Laird & Sobel
 Street Address: 9255 Sunset Boulevard, Suite 800
 City: Los Angeles State: California ZIP: 90069

Individual(s) citizenship _
 Association _____
 Limited Partnership _
 Corporation - California
 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: August 23, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Additional numbers attached? Yes No

B. Trademark Registration No. 2,240,896

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Norman Zafman, Esq.
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: One (1)

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

8. Deposit account number:
02-2666

RECEIVED
 FINANCE SECTION
 SEP -3 PM 1:56
 10/10/2002

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.

Norman Zafman, Esq. [Signature] August 28, 2002
 Name of Person Signing Signature Date

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

09/05/2002 DBYRME 00000054 2240896
 01 FC:481 40.00 DP

ASSIGNMENT OF TRADEMARK**AND****THE UNITED STATES REGISTRATION THEREOF**

WHEREAS, Victoria Principal, an individual, having an address c/o Edelstein, Laird & Sobel, 9255 Sunset Boulevard, Suite 800, Los Angeles, California 90069 ("ASSIGNOR"), acquired, adopted and used, and thereby, owns all rights, title and interests in and to the trademark COLOR PRINCIPAL and United States Registration thereof, namely U.S. Registration Number 2,240,896, dated April 20, 1999 (the "Mark" and "Registration", respectively), along with the goodwill of the business appurtenant to said Mark; and

WHEREAS, Victoria Principal Productions, Inc., is a corporation organized and existing under the laws of the State of California, having a principal place of business c/o Edelstein, Laird & Sobel, 9255 Sunset Boulevard, Suite 800, Los Angeles, California 90069 ("ASSIGNEE"); and

WHEREAS, ASSIGNEE is desirous of acquiring all of ASSIGNOR's rights, title and interests in and to the Mark and Registration identified above and the good will associated with the Mark, and ASSIGNOR is willing to assign the same to ASSIGNEE.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, convey and transfer unto ASSIGNEE, her successors, assigns and legal representatives, her full and entire rights, title and interests in and to the Mark and Registration identified above, and the attendant goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including, without limitation, (i) the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Mark, which actions and claims arose prior to the date of execution hereof; and (ii) the right to the Registration of the Mark in the United States, and the right to apply for registration thereof in all jurisdictions in the world which register trademarks.

ASSIGNOR hereby represents and warrants that (i) she is the sole owner of the Mark and the goodwill associated therewith and the Registration thereof; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the Registration is not the subject of any cancellation proceeding in the United States Patent or Trademark Office; and (iv) she is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Mark or Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR. In this connection, ASSIGNOR states that she makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark and Registration in the United States.

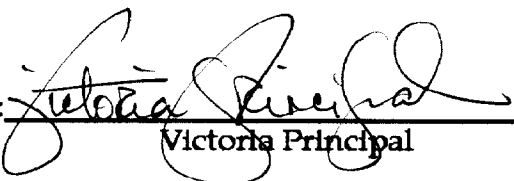
ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

ASSIGNOR

Dated: 8.23.02, 2002

By:


Victoria Principal