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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
International Entertainment Group, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Warren Miller Entertainment, Inc.
Internal
Address: _____
Street Address: 1271 Avenue of the Americas
City: New York State: NY Zip: 10020

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: July 29, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78/074324
78/074288

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paul A. Lee
Internal Address: AOL Time Warner Inc.
75 Rockefeller Plaza
New York, New York 10019
Street Address: 75 Rockefeller Plaza
24th Floor
City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-1112
(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.

Paul A. Lee Paul A. Lee August 29, 2002
Name of Person Signing Signature Date

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

09/09/2002 DBYRNE 00000035 201112 78074324
01 FC:481 40.00 CH
02 FC:482 25.00 CH

TRADEMARK
REEL: 002578 FRAME: 0362

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into and made effective as of July 29, 2002, by and between INTERNATIONAL ENTERTAINMENT GROUP, INC., a Colorado corporation having an address of 2540 Frontier Avenue, Boulder, CO 80301 (the "Assignor") and WARREN MILLER ENTERTAINMENT, INC., a Delaware corporation having an address of 2540 Frontier Avenue, Boulder, CO 80301 (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee of even date herewith (the "Asset Purchase Agreement"), Assignee is purchasing from Assignor all rights and substantially all of the assets related to, or used in connection with, the Business (as defined in the Asset Purchase Agreement);

WHEREAS, in connection with the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee certain trademarks constituting part of the Intellectual Property (as defined in the Asset Purchase Agreement); and

WHEREAS, certain capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby sells, assigns and transfers to Assignee all right, title, and interest in and to:

(a) All trademarks, service marks, brand names, certification marks, trade dress designs, logos and other indications of origin (including any registrations and/or applications and the jurisdiction thereof, owned by Seller in connection with the Business (the "Owned Marks"), including all common law rights relating thereto, any and all registrations and applications to register the Owned Marks, including, without limitation, those set forth on Schedule 4.1(i) of the Asset Purchase Agreement, a copy of which is attached hereto as Exhibit A, all licenses for the use of the Owned Marks, and all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Owned Marks (all of the foregoing being referred to collectively in this Agreement as the "Trademark Rights");

(b) together with the goodwill of the business appurtenant to and symbolized by such Trademark Rights, (being referred to hereinafter in this Agreement as the "Goodwill"); and

(c) all rights of action both at law and in equity, for past and future infringements, if any, including existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interests and claims being

referred to in this Agreement as "Claims," and the Trademark Rights, Goodwill and Claims being collectively referred to as the "Trademark Property").

Assignor hereby represents that the Assignor has full right, title and interest in and to the Trademark Property and such Trademark Property is hereby assigned to Assignee free and clear of any liens, claims, security interests or encumbrances whatsoever.

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its reasonable discretion) but for the benefit of Assignee (a) to endorse and/or file or record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Trademark Property, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Trademark Property as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Trademark Property and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all reasonable action which Assignee may deem proper in order to provide for Assignee the benefits of the Trademark Property. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Entire Agreement.** This Agreement (including the Exhibit attached hereto), the Asset Purchase Agreement and the Transaction Documents, contain the entire understanding of the parties in respect of their subject matter and supersede all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter. The Exhibit attached hereto constitutes a part of this Agreement as though set forth in full herein.

4. **Amendment; Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties hereto. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. Nothing

expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Applicable Law and Jurisdiction.** This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the State of New York (without giving effect to choice of law principles thereof).

8. **Cooperation; Further Assurances.** Assignor agrees, promptly upon the request of Assignee, to execute and deliver such further agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement; provided, however, that Assignee shall reimburse Assignor for all of Assignor's reasonable out-of-pocket costs which Assignor incurs in connection with such filings or recordings requested to be made by Assignee; provided, however, that Assignee shall reimburse Assignor for all of Assignor's reasonable out-of-pocket costs which Assignor incurs in connection with such filings or recordings requested to be made by Assignee.

9. **Assignments.** (a) Assignee may assign, delegate, license or sublicense its rights hereunder, in whole or in part, to any person or entity and such rights may be assigned, delegated, licensed or sublicensed by any assignee thereof.

(b) Assignor may not assign, delegate or license any right or obligation under this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

INTERNATIONAL ENTERTAINMENT GROUP, INC.

By: [Signature]
Name: Peter Speck
Title: President

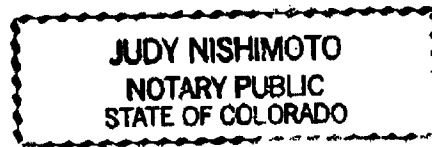
STATE OF COLORADO)
COUNTY OF Boulder) ss:

The foregoing instrument was acknowledged before me this 24th day of July, 2002 by Peter Speck of INTERNATIONAL ENTERTAINMENT GROUP, INC., a Colorado corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification

My Commission Expires:

[Signature]
NOTARY PUBLIC
Print name:

10/27/03



[NOTARIAL SEAL]

[Signatures continued on following page]

ASSIGNEE:

WARREN MILLER ENTERTAINMENT, INC.

By: *[Signature]*

Name: *Andrew Clum*

Title: *President*

STATE OF Colorado)
COUNTY OF Boulder) ss:

The foregoing instrument was acknowledged before me this 30th day of July, 2002 by Andrew Clum of WARREN MILLER ENTERTAINMENT, INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced Drivers Lic (type of identification) as identification.

My Commission Expires: Jan. 22, 2006

Becky Dunbar
NOTARY PUBLIC

Print name: Becky Dunbar

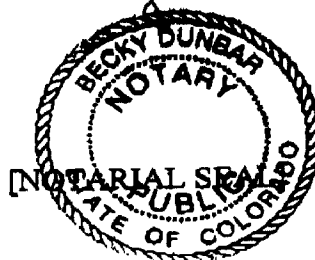


EXHIBIT A

Owned Marks

Adventures of Zimmo (and design), Serial No. 78/074324

Warren Miller's "Global Adventure," Serial No. 78/074288