

FORM PTO-1594 (Modified)
(Rev. 8-93)
OMB No. 0951-0011 (exp. 4/94)
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TM09/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

059816.00002

Tab settings

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

1. Name of conveying party(ies):
Advent Communications & Entertainment LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability corporation

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 10/31/2002

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

Name: Paladin Entertainment LLC

Internal Address: _____

Street Address: 2555 Montessouri St., Suite D

City: Las Vegas State: NV ZIP: 89117

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability corporation

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/822,666 75/692,927 75/692,867 75/692,930
75/692,934 75/692,926 75/877,699
75/692,928 75/692,868 75/877,646

Additional numbers Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James R. Eley, Esq.

Internal Address: Thompson Hine LLP

Street Address: 10 W. Broad St., Suite 700

City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved:..... **10**


7. Total fee (37 CFR 3.41):.....\$ **\$265.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0809

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.

James R. Eley, Esq.  2/11/2003
Name of Person Signing Signature Date

ADVENT COMMUNICATIONS & ENTERTAINMENT COMPANY LLC**ASSIGNMENT OF TRADEMARKS AND OTHER INTELLECTUAL PROPERTY**

This assignment is entered into October 31, 2002 between Advent Communications & Entertainment Company LLC ("*Assignor*") and Paladin Entertainment, LLC ("*Assignee*"), who hereby agree as follows:

1. ***Assignment of Trademarks and Other Intellectual Property.*** Assignor hereby contributes, transfers, assigns, and conveys to Assignee all of Assignor's right, title, and interest in and to the following (collectively, the "*Intellectual Property*"): (a) all trade secrets, proprietary rights and knowledge, trademarks, tradenames, copyrights, marks, symbols, logos, permits, and all applications therefor and registrations thereof, together with all goodwill symbolized thereby, which Assignor owns or has the right to use and which in any way relate to the Hurricane Harrys, San Francisco, or Haunt (including "Hotel Transylvania" and "Spirits Lounge" concepts, and all filings, registrations, or issuances of any of the foregoing with or by any federal, state, or local regulatory, administrative, or governmental office; and (b) all other property rights and interests of any type whatsoever relating to such concepts; provided, however, that Assignor excepts from this Assignment, and reserves all of Assignor's rights under that certain "Hurricane Harry's" License Agreement, dated December 12, 2001, between Assignor as Licensor and TLC Enterprises, Inc., as Licensee; with respect to the "Hurricane Harry's" trademark application and registration ("Harry's License" and "Trademark", respectively). A listing of all federal trademark and copyright registrations and all federal trademark and copyright applications relating to the Intellectual Property is attached to this assignment and incorporated herein by reference.

2. ***Acceptance.*** Assignee hereby: (a) accepts the assignment described above of the Intellectual Property; and (b) accepts and agrees to be bound by all applicable terms and conditions relating to the Intellectual Property on and after the date of this assignment.

3. ***Sublicense.*** Assignee grants to Assignor a non-exclusive, royalty free sublicense to use the Trademark in connection with, and for so long as the Harry's License remains in force and effect. Assignor acknowledges the value of Assignee's goodwill in the Trademark and that the goodwill generated in the Trademark under the Harry's License will inure to the benefit of Assignee. Assignor agrees that it shall not permit the use of the Trademark to adversely affect Assignee's registration of the Trademark or ownership thereof by Assignee, that Assignor will enforce the covenants under the Harry's License, and that Assignor will cooperate with Assignee as reasonably requested to protect Assignee's interest in the Trademark.

4. ***Consideration.*** The Intellectual Property is being assigned by Assignor to Assignee as part of Assignor's capital contribution to the capital of Assignee in exchange for ownership in Units of Assignee, all as described in Assignee's Operating Agreement executed the same date as this assignment.

5. ***Counterparts and Delivery by Fax.*** This assignment may be executed in counterparts, and each executed counterpart shall be considered as an original of this assignment. A counterpart executed and transmitted by facsimile by either party to the intended recipient shall constitute and be accepted as an executed and delivered original of this assignment.

This assignment has been executed and delivered as of the date set forth above.


ASSIGNOR:

ADVENT COMMUNICATIONS &
ENTERTAINMENT COMPANY LLC




By 
William R. Underhill,
Chief Executive Officer

ASSIGNEE:

PALADIN ENTERTAINMENT, LLC

By 
Print Name: William R. Underhill
Its: CEO

**Advent Communications & Entertainment Company LLC
Trademark Applications For The Federal Register**

1.	THE JACKPOT CAPITAL OF THE UNIVERSE	75/822666
2.	THE FRANCISCAN (DESIGN)  THE FRANCISCAN	75/692934
3.	BRIDGE DESIGN MARK 	75/692928
4.	BRIDGE DESIGN MARK 	75/692,927
5.	THE FRANCISCAN	75/692926
6.	SPIRIT'S LOUNGE	75/692868
7.	HOTEL TRANSYLVANIA	75/692867
8.	FRISCO BAY RESORT	75/877699
9.	FRISCO BAY RESORT	75/877646
10.	FRISCO BAY HOTEL & CASINO	75/692930

Advent Communications & Entertainment, LLC
U.S. Copyrights

1.	San Francisco Resort, Where Your Heart Belongs	TXu748-735
2.	San Francisco Resort & Casino Description	TXu886-061
3.	San Francisco Resort Where Your Heart Belongs	TXu889-623
4.	San Francisco Resort & Casino Las Vegas Executive Summary and Concept	TXu889-625
5.	Memo Message (Dec. 14, 1998 Letter to Craig Dudley)	TXu904-619
6.	The Haunt	TXu912-013
7.	"Goody" The Gargoyle and "Vito"	TXu982-827
8.	San Francisco Resort's Acid Bus Limo	VAu278-177
9.	San Francisco Hotel & Casino building section, north elevation and east elevation	VAu367-211
10.	San Francisco Hotel & Casino plans, site plan first, floor, second/third floors, typical tower	VAu367-212
11.	San Francisco Hotel & Casino, Las Vegas, Nevada	VAu369-742
12.	San Francisco Hotel & Casino - style board: No. 2	VAu369-743
13.	San Francisco Hotel & Casino - style board: No. 1	VAu369-744
14.	San Francisco Hotel & Casino exterior drawing	VAu369-745
15.	San Francisco Hotel & Casino exterior rendering	VAu369-746
16.	San Francisco Hotel & Casino	VAu420-779
17.	San Francisco Hotel at the Frontier Ideas	VAu453-797
18.	View from Alcatraz Café	VAu453-798
19.	Transylvania Station Haunted House (exterior rendering)	VAu454-415
20.	Transylvania Station Haunted House (exterior rendering)	VAu454-415
21.	San Francisco Resort Exterior Rendering	VAu461-693
22.	San Francisco Resort	VAu461-693
23.	Artist Rendering of Franciscan Resort	VAu467-943
24.	The Haunt, Transylvegas	VAu498-605