

02-05-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RE



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

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):

Celeste Casey Clarke

2-3-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Independent Executor of the Estate of Frederick S. Clarke

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

2. Name and address of receiving party(ies)

Name: CFQ Media, LLC

Internal

Address: \_\_\_\_\_

Street Address: 3740 Overland Avenue

City: Los Angeles State: CA Zip: 90034

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: October 2, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,037,424

~~2,115,343~~

Additional number(s) attached  Yes  No

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

Name: Marvin Jubas, Esq.

Internal Address: \_\_\_\_\_

FREEMAN, FREEMAN & SMILEY, LLP

Street Address: 3415 Sepulveda Boulevard  
Suite 1200

City: Los Angeles State: CA Zip: 90034

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$55.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.

Marvin Jubas, Esq.

Name of Person Signing

Signature

Date

1/24/03

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

02/04/2003 ECOOPER 00000203 1037424

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

01 FC:4521  
02 FC:4522

40.00 OP  
25.00 OP

TRADEMARK  
REEL: 002664 FRAME: 0617

**ASSIGNMENT OF TRADEMARKS  
AND  
REGISTRATIONS  
(AND PENDING APPLICATIONS FOR REGISTRATION)  
THEREOF**

WHEREAS, Frederick S. Clarke is the registered owner of the trademarks and registrations thereof, and applications for registration thereof, identified in Schedule A attached hereto and by this reference incorporated herein (the "Marks", "Registrations" and "Applications", respectively); and

WHEREAS, Frederick S. Clarke ("Frederick") died on October 18, 2000, and on February 15, 2001, Frederick's spouse, **CELESTE CASEY CLARKE**, was appointed Independent Executor of the Estate of Frederick S. Clarke, authorized to take possession of and collect the estate of Frederick and to do all acts required by law; and

WHEREAS, **CELESTE CASEY CLARKE**, individually and/or as Independent Executor of the Estate of Frederick S. Clarke, and /or the **ESTATE OF FREDERICK S. CLARKE** (individually, an "Assignor" and collectively, "Assignors"), thereby own, all rights, title and interests in and to the Marks, Registrations and Applications, along with the goodwill of the business appurtenant to said Marks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 25, 2002 (the "Agreement"), by and among Assignors, CFQ Media, LLC, a California limited liability company (the "Assignee"), and certain other parties, the Assignors, and each of them, have agreed to assign to Assignee their entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate Assignors' assignment of their entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto, to Assignee, as required by the Agreement, Assignors are executing this instrument of assignment (the "Assignment");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignors, and each of them, do hereby sell, assign, convey and transfer to Assignee, its successors and assigns, each of their full and entire rights, title and interests in and to the Marks, Registrations and Applications, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the date of the execution of this Assignment.

Assignors, and each of them, hereby acknowledge that Assignors made certain representations and warranties to Assignee in the Agreement with respect to the Marks, Registrations and Applications.

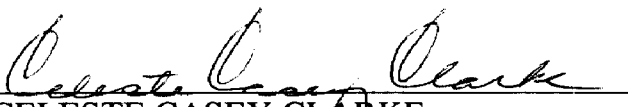
Assignors, and each of them, hereby agree that Assignee shall have the right to record this Assignment with any applicable governmental agency so as to establish Assignee as owner of record of the Marks, Registrations and Applications in California, the United States, and anywhere else in the world, where applicable.

Assignors, and each of them, further agree, at the request of Assignee and without charge or cost to Assignee: (i) to 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 to cooperate with Assignee to enable Assignee to duly record this Assignment with the appropriate governmental agencies throughout the world so that Assignee's ownership of the Marks, Registrations and Applications is duly made of record in such locations. Further, Assignors, and each of them, do hereby irrevocably designate, constitute and appoint Assignee and its duly authorized managers, officers and agents, as Assignors' true and lawful attorney, with full power of substitution, in the names of Assignors, and their respective successors and assigns, to act for and on behalf of Assignors to execute and file any document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignors.

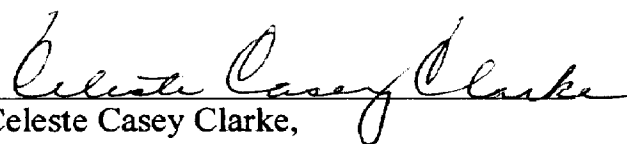
IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed on the date indicated below.

Dated: October 2, 2002

Assignors:

  
CELESTE CASEY CLARKE,  
individually and in her capacity as  
Independent Executor of the Estate of  
Frederick S. Clarke, Deceased

ESTATE OF FREDERICK S. CLARKE

By:   
Celeste Casey Clarke,  
Independent Executor of the Estate  
Estate of Frederick S. Clarke, Deceased

**SCHEDULE A**

**TRADEMARKS**

**A. CINEFANTASTIQUE**

Registered in name of Frederick S. Clarke  
Serial No. 73-033,368, Filed September 30, 1974  
Registration No. 1,037,424  
Registered April 6, 1976  
Renewal Term Begins April 6, 1996  
Periodical Publication, namely a magazine, in International Class 16 (U.S. Class 38)

**B. FEMME FATALES**

Registered in name of Frederick S. Clarke  
Serial No. 75-102,226, Filed May 10, 1996  
Registration No. 2,115,343  
Registered November 25, 1997  
Entertainment Media, International Class 16 (U.S. Classes: 2, 5, 22, 23, 29, 37, 38 and 50)