

03-12-2003

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

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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): 3-11-03 William Leverty, Michael Foster, Carl Snare...

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: February 25, 2003

2. Name and address of receiving party(ies) Name: Justin Case Productions, Inc.

Internal Address: Street Address: 3420 Pump PMB #117 City: Richmond State: VA Zip: 23233

- 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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,757,267

Additional number(s) attached Yes No

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

Name: Robin C. Vance Internal Address: McGuireWoods LLP One James Center Street Address: 901 E. Cary Street City: Richmond State: VA Zip: 23219

6. Total number of applications and registrations involved: 1

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

8. Deposit account number:

FINANCE SECTION 03 MAR 11 AM 11:23

03/11/2003 DBYRNE 00000261 1757267 01 FC: 529. Signature. 40.00 OP

DO NOT USE THIS SPACE

Robin C. Vance Name of Person Signing

Robin Vance Signature

March 3, 2003 Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK REEL: 002688 FRAME: 0568

Continuation of Information in Item 1

Full Name of Assignor: William Leverty, Michael Foster, and Carl Snare
Partnership doing business as (d.b.a.) the musical
group "Firehouse"

TRADEMARK ASSIGNMENT

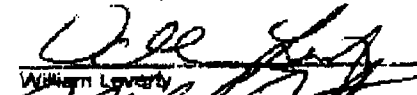
William Leventy, Michael Foster, and Carl Snare Partnership doing business as (d.b.a.) the musical group "Firehouse", a partnership duly organized and existing under the laws of the State of North Carolina ("Assignor"), desires to transfer all of its rights and interests in the trademark FIREHOUSE (the "Mark"), together with the goodwill that Assignor has developed in such Mark (the "Goodwill"). Justin Case Productions, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Assignee"), desires to acquire the Mark, together with the Goodwill. Consequently, Assignor desires to assign the Mark and the Goodwill to Assignee pursuant to this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has agreed to sell and has hereby sold, assigned, and transferred unto Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the Mark and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include Assignor's rights in the registration of the mark FIREHOUSE, identified by United States Registration Number 1,757,257. Assignor shall not, at any time, contest the validity of the Mark or the Goodwill, or take any action that would impair the value of the Mark or the Goodwill.
2. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to substantiate Assignee's use and ownership of the Mark and the Goodwill.
3. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment, to be effective as of the 25th day of February, 2003.

Signed:


William Leventy

Signed:


Michael Foster

Signed:


Carl Snare


TRADEMARK ASSIGNMENT

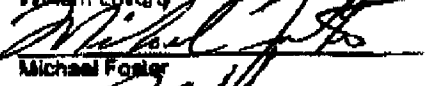
William Leventy, Michael Foster, and Carl Spore Partnership doing business as (d.b.a.) the musical group "Firehouse", a partnership duly organized and existing under the laws of the State of North Carolina ("Assignor"), desires to transfer all of its rights and interests in the trademark FIREHOUSE (the "Mark"), together with the goodwill that Assignor has developed in such Mark (the "Goodwill"). Justin Case Productions, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Assignee"), desires to acquire the Mark, together with the Goodwill. Consequently, Assignor desires to assign the Mark and the Goodwill to Assignee pursuant to this Assignment.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has agreed to sell and has hereby sold, assigned, and transferred unto Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the Mark and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include Assignor's rights in the registration of the mark FIREHOUSE, identified by United States Registration Number 1,767,287. Assignor shall not, at any time, contest the validity of the Mark or the Goodwill, or take any action that would impair the value of the Mark or the Goodwill.
2. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to substantiate Assignee's use and ownership of the Mark and the Goodwill.
3. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment, to be effective as of the 26th day of February, 2003.

Signed: 
 William Leventy

Signed: 
 Michael Foster

Signed: 
 Carl Spore