

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

FLESHWOUND FILMS

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other:

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

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

Name: FLESHWOUND FILMS, LLC
Street Address: 6240 Tapia Drive, Unit E
City: Malibu State: CA ZIP: 90265

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No

(Designations must be a separate document from Assignment)
Additional name(s) and address(es) attached?
() Yes (X) No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) August 24, 2003

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

- a. Trademark Application No(s):
- b. Trademark Registration No(s):
2,094,698
2,101,154

Additional numbers attached? () Yes (X) No

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

Name: Elenore Niu
KNOBBE, MARTENS, OLSON & BEAR, LLP
Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine State: CA ZIP: 92614
Attorney's Docket No.: FLESHW.011T; FLESHW.012T

7. Total fee (37 CFR 1.21(h)): \$65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410


Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 2

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.

Elenore Niu
Name of Person Signing


Signature

September 8, 2003
Date

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

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

CH \$65.00 111410 2094698

FLESHW.011T; FLESHW.012T

CONFIRMATION OF TRADEMARK ASSIGNMENT

This Confirmation of Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 4TH day of FEBRUARY, in the year 1997, by and between FLESHWOUND FILMS, a general partnership organized under the laws of the State of California, composed of Steven D. Nicholson, a U.S. citizen and Freeman Films, Inc., a Nevada corporation, having a place of business at 6240 Tapia Drive, Unit E, Malibu, CA 90265 (hereinafter referred to as "ASSIGNOR"), and FLESHWOUND FILMS, LLC, a California limited liability company, having a place of business at 6240 Tapia Drive, Unit E, Malibu, CA 90265 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted and used, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR has assigned to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms assignment to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademarks, Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill

FLESHWOUND FILMS, a general partnership organized under the laws of the State of California, composed of Steven D. Nicholson, a U.S. citizen and Freeman Films, Inc., a Nevada corporation.

By: Cami Freeman
Cami Freeman
Vice President & Secretary/Treasurer of Freeman Films, Inc.,
Member of Fleshwound Films, a General Partnership

Date: 8/24/03

By: St D. Nicholson
Steven D. Nicholson
Member of Fleshwound Films, a General Partnership

Date: 8/24/03

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: CRUSTY DEMONS OF DIRT
Mark: FLESHWOUND FILMS

SCHEDULE B

Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
CRUSTY DEMONS OF DIRT (Stylized)	2,094,698	September 9, 1997	9
FLESHWOUND FILMS (Stylized)	2,101,154	September 30, 1997	9

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