

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pixel Magic Imaging, Inc.		02/06/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Virtual Backgrounds, LLC		
Street Address:	101 Uhland Rd.		
City:	San Marcos		
State/Country:	TEXAS		
Postal Code:	78666		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1278723	SCENE MACHINE	
CORRESPONDENCE DATA			
Fax Number:	(512)474-7996		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-474-8488		
Email:	trademarks@boothlaw.com		
Correspondent Name:	Booth Wright LLP		
Address Line 1:	PO Box 50010		
Address Line 4:	Austin, TEXAS 78763-0010		
ATTORNEY DOCKET NUMBER:	87900.0101		
NAME OF SUBMITTER:	Matthew J. Booth		
Total Attachments: 2			
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OP \$40.00 1278723

Trademark Assignment

This Assignment conveys the identified property from Pixel Magic Imaging, Inc. ("Assignor"), a Delaware corporation, with a principal office at 631 Mill St., San Marcos, Texas, 78666, to Virtual Backgrounds, LLC ("Assignee"), a Texas Limited Liability Company, with a principal office at 101 Uhland Rd., San Marcos, Texas 78666.

Recitals

Assignor owns the trademark SCENE MACHINE, described in U.S. Trademark Reg. No. 1,278,723 ("Trademark").

Assignee wishes to acquire the entire rights, titles, and interests to the Trademarks.

Assignment

1. Conveyance.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor irrevocably assigns to Assignee all rights, titles, and interests (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative works, all goodwill and all other rights), to the Trademark.

2. Agreement to Perform Necessary Acts.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

3. Assignment Binding On Successors

This Assignment shall be binding on and shall inure to the benefit of the parties, and their heirs, administrators, successors, and assigns.

4. Waiver

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Assignment.

Trademark Assignment

5. Severability

If any provision of this Assignment is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Assignment.

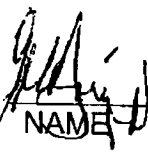
Agreed:

By:

Name:

Title:

Date:


NAME: G.H. Briggs
Title: CEO
Date: 2/6/04