

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cypress Entertainment Group, L.P.	Spyglass Entertainment Group, L.P.	03/08/2004	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	B&B Company
Street Address:	10900 Wilshire Boulevard, 10th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	76156279	I SEE DEAD PEOPLE
Serial Number:	76156244	I SEE DEAD PEOPLE
Serial Number:	76155468	I SEE DEAD PEOPLE
Serial Number:	76156499	I SEE DEAD PEOPLE

CORRESPONDENCE DATA	
Fax Number:	(949)451-4220
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-451-3800
Email:	skann@gibsondunn.com
Correspondent Name:	David A. Segal
Address Line 1:	4 Park Plaza, Jamboree Center
Address Line 4:	Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	89554-00004
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NAME OF SUBMITTER:	David A. Segal
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CH \$115.00 76156279

Total Attachments: 2
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source=spyglass2#page1.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is entered into and effective as of March 8, 2004 (the "**Effective Date**"), by and between Cypress Entertainment Group, L.P. (formerly Spyglass Entertainment Group, L.P.), a Delaware limited partnership ("**Assignor**"), B&B Company, a California general partnership ("**Assignee**").

1.0 Background.

1.1 Subject to the terms and conditions of this Agreement, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in, to and under the United States trademark applications/registrations set forth in Exhibit A attached hereto, and all goodwill associated therewith (the "**Trademarks**"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 This Assignment shall be void and without effect if not recorded with the United States Patent and Trademark Office within three (3) months of the Effective Date.

2.3 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

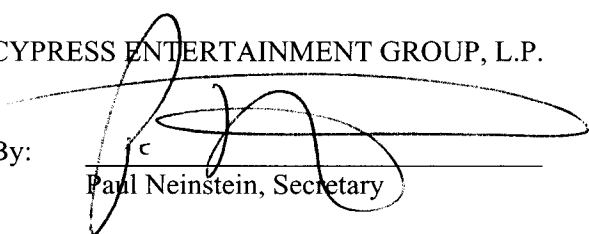
3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of the Assignor, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR

CYPRESS ENTERTAINMENT GROUP, L.P.

By:


Paul Neinstein, Secretary

Date: March 8, 2004

Exhibit A

Trademarks

United States

Mark

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Registration/Serial Number

76/156,279
76/156,244
76/155,468
76/156,499