

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
GREEN FROG CREATIONS		04/23/2004	LIMITED LIABILITY COMPANY: NEW MEXICO

RECEIVING PARTY DATA	
Name:	FLESHWOUND FILMS, LLC
Street Address:	6240 Tapia Drive
Internal Address:	Unit E
City:	Malibu
State/Country:	CALIFORNIA
Postal Code:	90265
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76320641	CRUSTY

CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-760-0404
Email:	efiling@kmob.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	FLESHW.006TIS
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NAME OF SUBMITTER:	Elenore Niu
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Total Attachments: 3
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FLESHW.006TIS

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 23 day of April, 2004, by and between Green Frog Creations, a New Mexico limited liability company, having a place of business at 5812 Pojoaque Road NE, Albuquerque, New Mexico 87110 (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, California 90265 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR represents that it has adopted, used, is using, and is the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference (hereinafter referred to as "Trademark"), 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 infringements (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR represents that it has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark application relating to the Trademark, which is listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter referred to as "Application");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademark and Application worldwide, together with the goodwill associated therewith; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Application;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark set forth in Schedule A and the Application set forth in Schedule B, together with the goodwill symbolized by said Trademark and Application.

Executed at Albuquerque, New Mexico, this 23 day of April, 2004

GREEN FROG CREATIONS,
a New Mexico corporation
By: [Signature]

Printed Name: Gabriel Salazar

Title: Owner

STATE OF)
) ss.
COUNTY OF)

On April 23rd, 2004, before me, Ed Muller, personally appeared Gabriel Salazar personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



OFFICIAL SEAL
Ed Muller
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 04/2006

[Signature]
Signature

C.F. G^s

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: CRUSTY

SCHEDULE B

Federal Trademark Application:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
CRUSTY	76/320,641	October 3, 2001	25