

10-31-2003



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al documents or copy thereof.

To the Honorable Commissioner of Patents :

1. Name of conveying party(ies): Cypress Entertainment Group, L.P., a Delaware limited partnership

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

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

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 2, 2003

2. Name and address of receiving party(ies)

Name: Spyglass Entertainment Group, LLC

Internal Address:

Street Address: 10900 Wilshire Boulevard

City: Los Angeles State: CA Zip: 90024

- Individual(s) citizenship, Association

- General Partnership, Limited Partnership, Corporation-State

Other Delaware limited liability company

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): See attached Exhibit A. Trademark Application No.(s) A

B. Trademark Registration No.(s) See attached Exhibit A

Additional number(s) attached Yes No

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

Name David A. Segal, Esq.

Internal Address:

Street Address: Gibson, Dunn & Crutcher LLP

4 Park Plaza, Jamboree Center

City: Irvine State: CA Zip: 92614

6. Total number of applications and registrations involved 16

7. Total fee (37 CFR 3.41) \$415.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

501408

DO NOT USE THIS SPACE

9. Signature.

David A. Segal Name of Person Signing

David A Segal Signature

October 27, 2003 Date

Total number of pages including cover sheet, attachments, and documents: 4

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

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EXHIBIT A to
RECORDATION FORM COVER SHEET

Trademarks

United States

<u>Mark</u>	<u>Registration/Serial Number</u>
MISCELLANEOUS DESIGN	75/901,776
MISCELLANEOUS DESIGN	75/901,777
SPYGLASS	2,421,290
SPYGLASS	76/181,518
SPYGLASS	75/908,556
SPYGLASS	75/540,021
SPYGLASS ENTERTAINMENT	2,630,845
SPYGLASS ENTERTAINMENT	2,575,904
SPYGLASS ENTERTAINMENT	76/250,519
SPYGLASS ENTERTAINMENT	76/250,511
SPYGLASS ENTERTAINMENT	76/250,512
SPYGLASS MUSIC	76/250,513
SPYGLASS MUSIC	76/250,514
SPYGLASS RECORDS	76/250,515
SPYGLASS RECORDS	76/250,516
SPYGLASS SPORTS AND TALENT MANAGEMENT	76/250,518

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is entered into and effective as of October 2, 2003 (the "**Effective Date**"), by and between Cypress Entertainment Group, L.P. (formerly Spyglass Entertainment Group, L.P.), a Delaware limited partnership ("**Assignor**"), and Spyglass Entertainment Group, LLC, a Delaware limited liability company ("**Assignee**").

1.0 Background.

1.1 Subject to the terms and conditions of this Agreement and that certain Asset Purchase Agreement, dated as of October 1, 2003, between Spyglass Entertainment Group, L.P. and R&G Company, LLC, 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 and the German registration 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:



Gary Barber, Co-Chairman & CEO

Date: October 2, 2003

Exhibit A

Trademarks

United States

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Germany

SPYGLASS ENTERTAINMENT	30172081
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