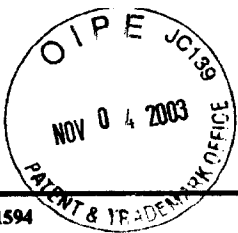


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Winning Moves, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Massachusetts 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: 7/3/03

2. Name and address of receiving party(ies)

Name: Sterten & Company, Inc.

Internal Address:

Street Address: 316 Mid Valley Center

City: Carmel State: CA Zip: 93923

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State California

Other

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):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1.915.172

Additional number(s) attached Yes No

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

Name: William P. Jacobson, Esq.

Internal Address: Suite 601

~~Browning, Jacobson & Klein, LLP~~

Street Address: 9595 Wilshire Blvd., #601

City: Beverly Hills State: CA Zip: 90212

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

William P. Jacobson

Name of Person Signing

Signature

10/31/03

Date

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

1. GRANT OF RIGHTS: For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Winning Movies, Inc. ("Assignor") hereby irrevocably and unconditionally grants and assigns to Sterten & Company, Inc. ("Assignee"), its successors, licensees and assigns, all right, title and interest of every kind and nature including, but not limited to, trademark, copyright, etc., with regard to the United States territory (as customarily defined) in and to the original social game created by Bruce Sterten to the extent previously licensed to and controlled exclusively by Assignor and entitled "25 WORDS OR LESS" (the "property") including, without limitation, three editions thereof and all ideas, suggestions, editorial, titles, and other material and in, to and with respect to all revisions, adaptations, versions and translations thereof and additions thereto (collectively, the "Material").
2. APPLICABLE LAW. This Assignment shall be construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, licensees and assigns.
3. CUMULATIVE RIGHTS AND REMEDIES: All rights, licenses, privileges and other interests granted herein shall be cumulative.
4. STATUS OF ASSIGNOR: Assignor represents and warrants that it has the right to enter into this Assignment and that it has taken all necessary action to authorize the execution and delivery of this Assignment.
5. REPRESENTATIONS AND WARRANTIES:
 - (a) Assignor is the sole holder and owner of all rights in and to the property and the Material and the property and the Material are wholly original creations and do not infringe upon or impair any rights of any nature of any third party;
 - (b) Assignor is under no obligation or disability, created by contract, by court order, by law or otherwise, which will in any manner or to any extent prevent or restrict Assignor from entering into and freely performing this Assignment;
 - (c) No written or oral agreements or commitments whatsoever with respect thereto or with respect to any rights of any kind and nature therein have previously been made or entered into by Assignor or any party acting under the authority of or no behalf of Assignor;

(d) Assignor has not committed, or omitted to perform, any act by which the rights assigned hereunder could or will be encumbered, diminished or impaired, or failed to perform any act necessary to prevent the rights from being encumbered, diminished or impaired;

(e) There is no claim or litigation pending or threatened involving the property or the Material or the rights assigned hereunder or any part thereof;

(f) No attempt hereafter will be made by Assignor or with Assignor's authorization to encumber, diminish or impair any of the rights assigned hereunder and all appropriate protection of the rights will continue to be maintained by Assignor; and

(g) Assignor has not heretofore produced or authorized the production of a motion picture, television, radio or any other dramatic version based on the property or the Material.

6. INDEMNIFICATION: Assignor shall indemnify and otherwise hold Assignee harmless from and against any and all claims, demands, liabilities and expenses (including reasonable attorneys' fees) arising out of or resulting from any breach of any of Assignor's representations, warranties and/or agreements hereunder.

7. BINDING NATURE: This Assignment and the provisions hereof shall be binding upon Assignor, its licensees, heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Assignment this 3rd day of July, 2003.

WINNING MOVES, INC.

By: Philip C. Orman

Its: president

(PLEASE HAVE YOUR SIGNATURE NOTARIZED)

STATE OF Massachusetts

COUNTY OF Essex

On July 3, 2003, before me, a notary public for the State of Massachusetts, personally appeared Philip S. Orbanes, () known to me or () proved to me based on satisfactory evidence to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

SEAL:


Notary Public for the State of Massachusetts

ELIZABETH R. ROGERS
NOTARY PUBLIC
My commission expires Mar. 28, 2008