



01-16-2004



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

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

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

1. Name of conveying party(ies): 1-13-04
David Gonzales, d/b/a, Gonzales Graphics

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 23, 2003

2. Name and address of receiving party(ies)

Name: HomieShop Properties, L.L.C.
Internal
Address: Suite 101

Street Address: 1195 Park Avenue
City: Emeryville State: CA Zip: 94608

- 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):

A. Trademark Application No.(s) 78/150,079; 78/071,321;
75/556,236 (See attached sheet)

B. Trademark Registration No.(s) 2,775,476;
2,779,479; (See attached sheet)

Additional number(s) attached Yes No

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

Name: Shelly L. McGee

Internal Address: Hogan & Hartson L.L.P.

Street Address: 555 Thirteenth Street, NW

City: Washington, DC State: DC Zip: 20004

6. Total number of applications and registrations involved: _____

21

7. Total fee (37 CFR 3.41).....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1349

DO NOT USE THIS SPACE

9. Signature.

Shelly L. McGee
Name of Person Signing

Shelly L. McGee
Signature

January 13, 2004
Date

10

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

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

01/15/2004 LMUELLER 00000188 78150079

01 FC:0521 40.00 DP
02 FC:0522 500.00 DP

TRADEMARK
REEL: 002897 FRAME: 0356

Continuation of Item 4 from Recordation Cover Sheet:

Application Numbers:

78/080,774
76/097,243
78/266,625
75/757,901
78/266,402
78/235,974
78/220,339
78/247,547
78/276,495
78/271,853
78/237,711
75/983,383

Registration Numbers:

2,772,659
2,742,221
1,965,095
2,759,183

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Agreement**") is entered into as of this 2nd day of January, 2004 by and between David Gonzales, d/b/a Gonzales Graphics ("**Assignor**"), an individual residing in Emeryville, California, and HomieShop Properties, L.L.C., a Delaware limited liability company, with its principal place of business at 1195 Park Avenue, Suite 101, Emeryville, California 94608 ("**Assignee**").

WHEREAS, Assignor owns intellectual property and other proprietary rights, including, but not limited to, trademarks, service marks, logos, domain names, original works of authorship, characters, designs, content, ideas, story lines, themes, figurines, artwork, know-how, and trade secrets, along with all applications, registrations and renewals thereof, related to the HOMIES®, MIJOS®, HOODRATS™, HOMIECLOWNS™, PALERMOS™ and other related works (collectively, the "**Intellectual Property**"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property throughout the world, together with the goodwill of the business symbolized thereby;

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

- 1. Assignment of Intellectual Property.** In consideration of, and subject to, the issuance of interests in Assignee to Assignor, Assignor does hereby assign, sell, transfer and set over unto Assignee, its successors, heirs, assigns and other legal representatives, the entire right, title and interest in, to and under the Intellectual Property, including but not limited to the trademarks and service marks identified in Exhibit A (the "**Marks**"), the domain names identified in Exhibit B, and the original works of authorship identified in Exhibit C, together with the goodwill of the business symbolized by the Intellectual Property, throughout the world. Assignor further assigns, sells, transfers and sets over unto Assignee, its successors, heirs, assigns and other legal representatives, the right to apply for registrations and renewals for the Intellectual Property, to sue for all past, present and future infringements, misappropriations and other violations of the Intellectual Property, including, but not limited to, the right to collect and retain damages and other awards for such infringements, misappropriations and other violations and all rights corresponding to rights granted herein throughout the world.
- 2. Further Assurances.** Assignor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, it will, at Assignee's expense, execute and deliver any further legal instruments and perform any acts which are or may become reasonably necessary to effectuate the purposes of this Agreement, including, but not limited to, the execution of any documents of assignment as reasonably requested by Assignee.
- 3. Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, heirs, assigns, legal representatives and others acting by, through, with or under their direction, and all those in privity therewith.

EXECUTION COPY

- 4. Recordation of Assignment.** Assignee shall be responsible for recording this Agreement with the respective offices and agencies, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.
- 5. Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and all counterparts shall collectively constitute a single agreement.

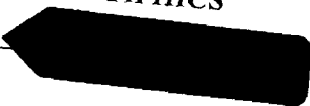
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

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ASSIGNOR

DAVID GONZALES, d/b/a GONZALES GRAPHICS

David Gonzales



ACKNOWLEDGEMENT BY NOTARY PUBLIC

State of CALIFORNIA)

County of CONTRA COSTA) ss:

I, MERVYN M. DAVIS, a Notary Public of the aforesaid County and State, do hereby certify that David Gonzales personally appeared before me this day, and the foregoing instrument was signed in his name by him of his own free will.

Signature: *Mervyn M. Davis*

Name: MERVYN M. DAVIS

My commission expires: 12-23-2007



ASSIGNEE

HOMIESHOP PROPERTIES, L.L.C.

By: [Signature] [Redacted] [Redacted]

Name: David Gonzales

Title: CEO

ACKNOWLEDGEMENT BY NOTARY PUBLIC

State of CALIFORNIA)

County of CONTRA COSTA) ss:

I, Mervyn M. Davis, a Notary Public of the aforesaid County and State, do hereby certify that DAVID GONZALES personally appeared before me this day and acknowledged that he/she is the C.E.O. of Assignee HomieShop Properties, L.L.C., and that by authority duly given and as an act of Assignee, the foregoing instrument was signed in its name by him/her as Assignee's C.E.O. of his/her own free will.

Signature: [Signature]

Name: Mervyn M. Davis

My commission expires: 12/23/2007

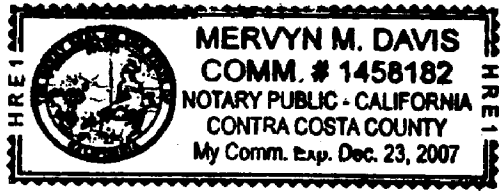


EXHIBIT A
SCHEDULE OF TRADEMARKS

U.S. Pending Trademark Applications

MARK	SERIAL NUMBER	FILING DATE
HOMIECLOWNS	78/150,079	August 1, 2002
HOMIEROLLERZ	78/071,321	June 27, 2001
HOMIES	78/080,774	August 23, 2001
HOMIES	75/556,236	September 21, 1998
MIJOS	76/097,243	July 26, 2000
MIJOS	78/266,625	June 24, 2003
MIJOS	75/757,901	July 22, 1999
PALERMOS	78/266,402	July 24, 2003
HOMEBOYS	78/235,974	April 9, 2003
HOMEGIRLS	78/220,339	February 28, 2003
HOMIEGIRLS	78/247,547	May 8, 2003
NUYORICANS	78/276,495	July 20, 2003
TRAILER PARK	78/271,853	July 8, 2003
NEWYORICANS	78/237,711	April 14, 2003
MIJOS	75/983,383	July 22, 1999

U.S. Trademark Registrations

MARK	REG. NUMBER	REGISTRATION DATE
HOMIESHOP	2,775,476	October 21, 2003
HOMIECLOWNS	2,779,479	November 4, 2003
HOMIEHOPPERZ	2,772,659	October 7, 2003
HOMIES	2,742,221	July 29, 2003
HOMIES and Design	1,965,095	April 2, 1996
MIJOS	2,759,183	September 2, 2003

Foreign Trademark Registrations

MARK	COUNTRY	REG. NUMBER
HOMIES	Mexico	596,944
HOMIES	Japan	4,033,604

EXHIBIT B
SCHEDULE OF DOMAIN NAMES

www.homies.tv
www.mijos.com

EXHIBIT C
SCHEDULE OF COPYRIGHTS

U.S. Copyright Registrations

TITLE	REG. NUMBER	REGISTRATION DATE
Virgen de Guadalupe	VA-564-692	May 4, 1993
Tenochtitlan: Aztec Promised Land	VA-564-693	May 4, 1993
Virgen de San Juan de Los Lagos	VA-564-695	May 4, 1993
Jesucristo	VA-564-696	May 4, 1993
Mexican-American	VA-564-698	May 4, 1993
Cinco de Mayo	VA-564-699	May 4, 1993
Azteca	VA-564-701	May 4, 1993
Cuauhtemoc: last of the Aztec rulers	VA-564-704	May 4, 1993
Puro mexicano	VA-564-707	May 4, 1993
1997 group	VA-988-178	June 29, 1999
1996 group	VA-988-179	June 29, 1999
1998 group	VA-988-180	June 29, 1999
1995 group	VA-988-212	June 29, 1999
1999 group	VA-988-015	June 29, 1999
Homie figures	VA-995-043	July 6, 1999
The Rat race: Sid the Rat	Vau-83-624	October 16, 1985
Virgen on black	VA-564-694	May 4, 1993
Cristo on black	VA-564-697	May 4, 1993
Kukulcan : Mayan priest, ruler & god	VA-564-705	May 4, 1993
MiJOS	VA-1-161-992	March 22, 2002
Homies	VA-1-161-993	March 22, 2002
Hoodrats	VA-1-161-994	March 22, 2002
Homie Clowns	VA-1-161-995	March 22, 2002
Azteca logo	VA-564-702	May 4, 1993
Religious logo	VA-564-703	May 4, 1993