

Form PTO-1594  
(Rev. 05/03)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

**Swank Motion Pictures, Inc.**

- Individual(s)
- General Partnership
- Corporation-State: **Missouri**
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: **Swank Audio Visuals, L.L.C.**

Internal Address:

Street Address: **211 South Jefferson Avenue**

City: **St. Louis** State: **MO** ZIP: **63103**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State: \_\_\_\_\_
- Other **Missouri 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: **July 26, 2004**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s) **1,939,052**

Additional number(s) attached  Yes  No

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

Name: **Mark A. Paskar**

Internal Address: **Bryan Cave LLP**

**One Metropolitan Square**

Street Address: **211 N. Broadway, Suite 3600**

City: **St. Louis** State **MO** ZIP: **63102-2750**

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:

**02-4467** (for fees and any additional fee or overpayment)

DO NOT USE THIS SPACE

9. Signature.

**Mark A. Paskar**  
Name of Person Signing

*Mark A. Paskar*  
Signature

**7/26/04**  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office,  
PO Box 1450  
Alexandria, VA 22313-1450

CIH \$40.00 024467 1939052

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), effective as of July 26, 2004, is hereby entered into by and between Swank Motion Pictures, Inc., a Missouri corporation having a business address located at 211 South Jefferson Avenue, St. Louis, Missouri 63103 ("Assignor") and Swank Audio Visuals, L.L.C., a Missouri limited liability company having a business address located at 211 South Jefferson Avenue, St. Louis, Missouri 63103 ("Assignee").

### RECITALS

WHEREAS, prior to and as of the date hereof Assignor was and is operating an ongoing and existing business, owns, has adopted, used, intends to use and is using the service mark, trademark, and tradename set forth on the attached Schedule A in United States of America and throughout the world, and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the good will of the business associated with said service mark, trademark, and trade name (collectively, the "Trademark Assets"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Trademark Assets;

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment.** Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all other countries, in, to and under the Trademark Assets, together with any and all of the goodwill of the business symbolized by and associated with said Mark, all other rights associated with the portion of the ongoing and existing business to which the Mark pertains and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Trademark Assets.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademark Assets pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets, or other rights associated with the portion of the business to which the Trademark Assets pertain.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

SWANK MOTION PICTURES, INC.

SWANK AUDIO VISUALS, L.L.C.

By: *Tim K. Gurb*

By: *Tim K. Gurb*

Title: PRESIDENT

Title: PRESIDENT

Date 7/23/04

Date 7/23/04

Subscribed and sworn to before me this

Subscribed and sworn to before me this

26 day of July 2004.

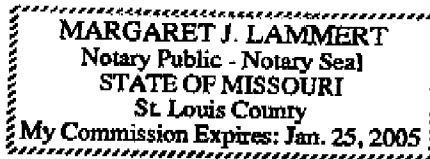
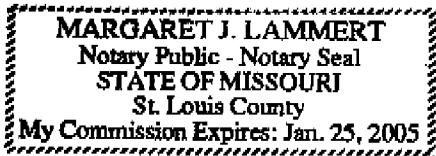
26 day of July 2004.

*Margaret J. Lammert*  
Notary Public

*Margaret J. Lammert*  
Notary Public

My commission expires: *Jan 25, 2005*

My commission expires: *Jan 25, 2005*



**SCHEDULE A****United States Registration**

<b>MARK</b>	<b>REG. DATE</b>	<b>REG. NO.</b>	<b>Int'l Class No.</b>
HOTEL AUDIO VISUALS	November 28, 1995	1,939,052	41

**Trade Name**

Hotel Audio Visuals