

01-30-2004

Form PTO-1594 (Rev. 10/02) R



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

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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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):

SCN Enterprises, LLC

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

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

2. Name and address of receiving party(ies)

Name: SiTV, Inc.

Internal

Address: 3030 Andrita Street

Street Address:

City: Los Angeles State: CA Zip: 90065

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Contribution Agreement

Execution Date:

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

A. Trademark Application No.(s)

75/656595; 78/298408; 78/214013; 78/241685

B. Trademark Registration No.(s)

2,346,982; 2,256,045; 2,322,207

Additional number(s) attached Yes No

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

Name: Akin Gump Strauss Hauer & Feld

Internal Address: P.O. Box 12870

ATTN: Kirt S. O'Neill

Street Address:

City: San Antonio State: Texas Zip: 78212

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

01-0477

(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.

Kirt S. O'Neill

Name of Person Signing

Kirt S. O'Neill

Signature

January 15, 2004

Date

01/29/2004 LMUELLER 00000263 75656595

Total number of pages including cover sheet, attachments, and document: 51

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documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this “**Agreement**”) is effective as of December 26, 2003 (the “**Effective Date**”), by and among SCN Enterprises, LLC, a Delaware limited liability company (“**SCN**”), SiTV, Inc., a Delaware corporation (the “**Company**”), Valdez Productions, Inc., a Colorado corporation (“**Valdez**”) and BVI Investments, Ltd., a Texas limited partnership (“**BVI**,” and together with Valdez, the “**Members**”).

RECITALS

B. Other than the “**Excluded Assets**” and “**Excluded Agreements**” set forth in Exhibit A attached hereto, SCN desires to contribute to the Company all of its right, title, and interest in and to its assets, whether real, personal, or mixed property, or tangible and intangible property, including its membership interests in SCN Productions and SCN Distribution, as well as any and all office equipment, leases, affiliation agreements and other contracts it is a party to, including specifically all Company Intellectual Property (as defined below) and those assets set forth in Exhibit B attached hereto (such assigned assets are referred to herein as the “**SCN Assets**”) and any and all claims SCN has or may have against third parties relating to the SCN Assets, whether choate or inchoate, known or unknown, contingent or absolute.

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AGREEMENT

**ARTICLE 1.
CONTRIBUTION OF ASSETS AND ASSUMPTION**

1.1. Contributions.

(a) Upon the terms and subject to the conditions set forth in this Agreement, SCN hereby contributes, transfers, and assigns all of its right, title, and interest in and to the SCN Assets, and the business conducted using the SCN Assets, including all goodwill and intangible rights associated with the business carried on heretofore by SCN (the “SCN Business”) to the Company.

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**ARTICLE 2.
REPRESENTATIONS AND WARRANTIES OF SCN**

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2.9. Intellectual Property. Schedule A identifies all material Company Intellectual Property. For the purposes of this Agreement, the term “**Company Intellectual Property**” includes each of the following:

(a) all Intellectual Property (as defined in clause (d) below) owned by any SCN Entity (the “**Owned Intellectual Property**”);

(b) each license, agreement or other permission which any SCN Entity has granted to any person with respect to any Owned Intellectual Property which is currently in effect; and

(c) each item of Intellectual Property (as defined below) that any SCN Entity uses in connection with its business pursuant to license, sublicense, agreement or permission (“**Licensed Intellectual Property**”).

(d) With respect to the Company Intellectual Property:

(1) The SCN Entities own the Owned Intellectual Property free and clear of all liens, charges, restrictions, claims and encumbrances. The Owned Intellectual Property and the Licensed Intellectual Property constitute all of the Intellectual Property necessary for the current conduct of the SCN Business. To the best knowledge of the SCN Entities and the Members, no SCN Entity has interfered with, infringed upon, misappropriated or otherwise come into conflict with any rights of third parties with respect to the Company Intellectual Property, and no SCN Entity has received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or conflict, and to the best knowledge of each SCN Entity, no such claim is threatened by implication because of an offer to

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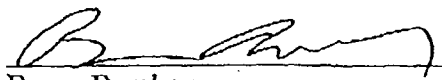
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

SCN ENTERPRISES, LLC


By: 
Name: Bruce Barshop
Title: Manager

By: _____
Name: Jeff Valdez
Title: Manager

SITV, INC.

By: _____
Name: _____
Title: _____

BVI INVESTMENTS, LTD.

By: 
Name: Bruce B. Barshop
Title: President of Barshop Ventures, LLC, General Partner

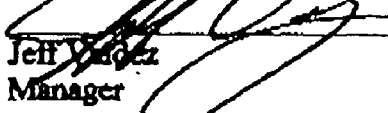
VALDEZ PRODUCTIONS, INC.

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

SCN ENTERPRISES, LLC

By: _____
Name: Bruce Barshop
Title: Manager

By: 
Name: Jeff Valdez
Title: Manager

SITV, INC.

By: 
Name: Jeff Valdez
Title: President

BVI INVESTMENTS, LTD.

By: _____
Name: _____
Title: _____

VALDEZ PRODUCTIONS, INC.

By: 
Name: Jeff Valdez
Title: President

Exhibit A

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Exhibit B

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Schedule A

Trademark/Service Mark Listing

Trademark Report by Mark

COUNTRY STATUS	REFERENCE# CLASSES	FILED	APPL#	REGDT	REG#
CAFÉ OLE & Design					
UNITED STATES ABANDONED	SA 064867.0005 41	12/12/1997	75/404,893		
41 - Entertainment services in the nature of television shows					
UNITED STATES REGISTERED	SA 064867.0005A 41	4/2/1999	75/673,578	5/2/2000	2,346,982
41 - Entertainment services in the nature of ongoing television programs in the field of a celebrity talk show					
FUNNY IS FUNNY & Design					
UNITED STATES REGISTERED	SA 064867.0006 41	9/26/1997	75/364,079	6/22/1999	2,256,045
41 - Entertainment services in the nature of ongoing comedy television shows					
LATINO LAUGH FESTIVAL & Design					
UNITED STATES REGISTERED	SA 064867.0009 41	6/30/1999	75/739,876	10/22/2002	2,637,910
41 - Television programs in the field of comedy					
UNITED STATES REGISTERED	SA 064867.0008 41	6/30/1999	75/739,964	11/21/2000	2,405,661
41 - Festivals featuring a variety of activities, namely, stand-up comedy entertainment and the like					
Si TV					
ARGENTINA ABANDONED	SA 064867.0012 38	4/13/2000	2,281,100		
38 - Cable Television Broadcasting					
BRAZIL PENDING	SA 064867.0013 38	8/23/2000	823,101,630		
38 - Cable Television Broadcasting					
CANADA PUBLISHED	SA 064867.0019 38	1/12/2000	1042633		
38 - Cable Television Broadcasting					
CHILE ABANDONED	SA 064867.0014 38	10/26/2000	506,044		
38 - Cable Television Broadcasting					
COLOMBIA PROPOSED	SA 064867.0015 38				
38 - Cable Television Broadcasting					
PHILIPPINES ABANDONED	SA 064867.0016 38	1/20/2000	420000000422		
38 - Cable Television Broadcasting					
SPAIN REGISTERED	SA 064867.0017 38	1/28/2000	2.286.693	1/28/2000	2.286.693
UNITED STATES ALLOWED	SA 064867.0007 38	3/9/1999	75/656,595		
38 - Cable television broadcasting excluding pay-per-view television transmission services; namely, video on demand					
VENEZUELA PENDING	SA 064867.0018 38	12/12/2000	23006/00		
38 - Cable Television Broadcasting					

Trademark Report by Mark

COUNTRY STATUS	REFERENCE# CLASSES	FILED	APPL#	REGDT	REG#
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SI TV (stylized)

UNITED STATES ABANDONED	SA 064867.0011 25	11/16/1999	75/849,452		
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25 - Wearing apparel, namely, T-shirts, tank tops, blouses, shirts, sweatshirts, shorts, boxer shorts, seat pants, sweat bands, belts, ties, caps, hats, visors, bandanas.

UNITED STATES PENDING	SA 064867.0011A 25	9/10/2003	78/298,408		
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25 - Clothing, namely, t-shirts, tank tops, blouses, shirts, sweatshirts, shorts, boxer shorts, sweat pants, sweat bands, belts, ties, caps, hats, visors, bandannas

SI TV LATINO ENTERTAINMENT PROGRAMMING & Design

UNITED STATES REGISTERED	SA 064867.0004 41	9/26/1997	75/364,080	2/22/2000	2,322,207
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41 - Entertainment services in the nature of ongoing television shows in the field of talk shows, comedy, variety, situation comedies, children's entertainment, cartoons and dramas

SI WHAT YOU'VE BEEN MISSING (stylized)

UNITED STATES ABANDONED	SA 064867.0010 38	9/24/1999	75/808,532		
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38 - Cable television broadcasting services

SI WHAT YOU'VE BEEN MISSING (stylized)

UNITED STATES PENDING	SA 064867.0010A 38	2/13/2003	78/214,013		
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38 - Cable television broadcasting services

URBAN JUNGLE

UNITED STATES PENDING	SA 064867.0022 41	4/24/2003	78/241,685		
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41 - Entertainment services in the nature of an ongoing reality-based television program.

Schedule B

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Schedule C

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Schedule 2.3

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Schedule 2.4

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