

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lightning Bait, LLC		12/12/2003	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Wright & McGill Co.
Street Address:	4245 East 46th Avenue
City:	Denver
State/Country:	COLORADO
Postal Code:	80216
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Serial Number:	76528309	NITRO DOUGH
Serial Number:	76528303	NEW CRAVEBAIT.COM NITRO DOUGH
Registration Number:	2831700	CRAVE GRAVY
Registration Number:	2840794	NEW HOOKED ON CRAVE CRAVEBAIT.COM
Serial Number:	76278189	CRAVE
Serial Number:	76278186	HOOKED ON CRAVE
Registration Number:	2840795	CRAVE
Serial Number:	76278188	SEXATTRACT
Serial Number:	76278190	

CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-863-2972
Email:	sstavish@sheridanross.com
Correspondent Name:	Sheridan Ross P.C.

CH \$240.00 76528309

Address Line 1: 1560 Broadway
Address Line 2: Suite 1200
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:

1162-237

NAME OF SUBMITTER:

Sabrina C. Stavish

Total Attachments: 8

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ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES (this "Assignment"), dated as of December 12, 2003 (the "Effective Date"), is made by and between Lightning Bait, LLC, a California limited liability company ("Assignor") and Wright & McGill Co., a Colorado corporation ("Assignee"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of December 12, 2003 (the "Purchase Agreement"), providing for, among other things, the sale, grant, conveyance, assignment, transfer and delivery to Assignee of all of Assignor's right, title and interest in and to the Assets and the assumption by Assignee of certain obligations of Assignor; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by Assignor's execution and delivery to Assignee of this instrument evidencing the vesting in Assignee of all Intellectual Property, including but not limited to all registered and unregistered domestic and foreign trademarks, service marks, trade names, trademark registrations and applications, copyrighted works, copyright registrations and applications which are currently owned, possessed or used by Assignor and all other intangible assets included in the Assets (collectively, the "Intangible Assets"), and all goodwill of the business associated with each of the foregoing;

WHEREAS, Assignor and Assignee desire to confirm of record the assignment to Assignee of the Intangible Assets;

NOW, THEREFORE, for and in consideration of the premises, the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, grants, conveys, assigns, transfers and delivers, free and clear of all Liabilities, to Assignee, its successors and assigns forever: (i) all of Assignor's right, title and interest, throughout the world, in and to the Intangible Assets, together with the goodwill of the business associated therewith, and all common law rights in and to registrations thereof, whether foreign or domestic, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as the same would have been held and enjoyed by Assignor had the sale contemplated by the Purchase Agreement and this assignment not been made, and (ii) all rights and privileges pertaining to the Intangible Assets (including, without limitation, all proceeds thereof and all causes of action, claims and demands and other rights for, or arising from, any past, present or future infringement of the Intangible Assets).

2. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to fully maintain and enforce the rights hereby conveyed and to permit Assignee to obtain registrations for and be duly recorded as the registered owner of, the Intangible Assets.

3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the owner of the Intangible Assets listed on Schedule A attached hereto, for the sole use of Assignee, its successors and assigns, in accordance with the terms of this Assignment.

4. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of the parties under the Purchase Agreement. To the extent that the terms of this Assignment conflict with the terms of the Purchase Agreement, the Purchase Agreement shall control.

[Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intangibles as of the date first above written.

ASSIGNOR:
LIGHTNING BAIT, LLC

By: *Phil Mackey* Manager
Phil Mackey, Manager

Witness

Witness

APPROVED AND ACCEPTED BY:

ASSIGNEE:
WRIGHT & MCGILL CO.

By: *John Jilling*
John Jilling, President

Witness

Witness

State of Calif
Contra Costa County

This 13th day of December, 2003, Phil Mackey personally came before me,
Ronald A. Rubenstein, a Notary Public for said County and State, who being by me duly sworn,
says that he is the Manager of Lightning Bait, LLC, a California limited liability company, and
that said writing was signed and sealed by him on behalf of said company by its authority duly
given. The said Phil Mackey acknowledged the said writing to be the free act and deed of the
company.

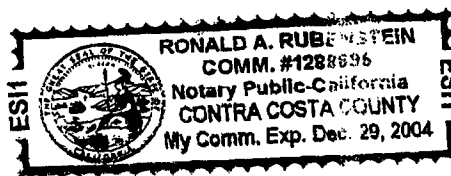
WITNESS my hand and notarial seal.

Ronald A. Rubenstein

Notary Public

My Commission Expires: 12/29/04

[SEAL]



State of Calif
Contra Costa County

This 12th day of December, 2003, John Jilling personally came before me,
Ronald A. Rubenstein, a Notary Public for said County and State, who being by me duly
sworn, says that he is the President of Wright & McGill Co., a Colorado corporation, and that
said writing was signed and sealed by him on behalf of said corporation by its authority duly
given. The said John Jilling acknowledged the said writing to be the free act and deed of the
corporation.

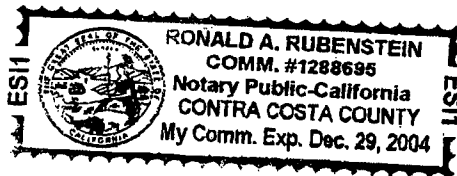
WITNESS my hand and notarial seal.

Ronald A. Rubenstein

Notary Public

My Commission Expires: 12/29/04

[SEAL]



**Schedule A
To Assignment of Intangibles**

Registered Trademarks and Trademark Applications

<u>Trademarks</u>	<u>Date of Filing</u>
NitroDough	June 30, 2003
NitroDough (logo)	June 30, 2003
Crave Gravy	June 30, 2003
Crave (text)	June 20, 2001
Crave (logo)	June 20, 2001
New Hooked on Crave (logo)	June 20, 2001
Cravebait.com	June 20, 2001
SEXattract	June 20, 2001
Fish design (logo)	June 20, 2001

AMENDMENT TO ASSIGNMENT OF INTANGIBLES

This is an Amendment to the Assignment of Intangibles between Lightning Bait, LLC, a California limited liability company ("Assignor") and Wright & McGill Co., a Colorado corporation ("Assignee"), effective as of December 12, 2003.

WHEREAS, Assignor and Assignee executed the attached Assignment of Intangibles transferring ownership of the Intangible Assets and all associated goodwill, including the trademark registrations and applications listed in Schedule A to the Assignment of Intangibles;

WHEREAS, for recordation with the U.S. Patent and Trademark Office, such Assignment of Intangibles must list the U.S. Patent and Trademark Office registration/application numbers on Schedule A; and

WHEREAS, Assignor and Assignee desire to amend Schedule A of the Assignment of Intangibles to the Revised Schedule A attached hereto.

NOW, THEREFORE, for and in consideration of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

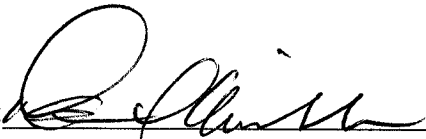
1. The attached Revised Schedule A shall replace the current Schedule A of the Assignment of Intangibles. Assignee shall record the Assignment of Intangibles with Revised Schedule A with the U.S. Patent and Trademark Office.

ASSIGNOR:
LIGHTNING BAIT, LLC

By:  _____

APPROVED AND ACCEPTED BY:

ASSIGNEE:
WRIGHT & MCGILL CO.,

By:  _____

REVISED SCHEDULE A
TO ASSIGNMENT OF INTANGIBLES

Registered Trademarks and Trademark Applications

<u>Trademarks</u>	<u>Date of Filing</u>	<u>U.S. Registration/Application Number</u>
Nitro Dough	June 30, 2003	76/528309
Nitro Dough (Logo)	June 30, 2003	76/528303
Crave Gravy	May 2, 2003	2,831,700
Crave (Text)	June 20, 2001	2,840,795
Crave (Logo)	June 20, 2001	76/278189
New Hooked on Crave Logo	June 20, 2001	76/278186
Cravebait.com Logo	June 20, 2001	2,840,794
SEXattract	June 20, 2001	76/278188
Fish Design (Logo)	June 20, 2001	76/278190