

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Swank Motion Pictures, Inc.

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

Citizenship (see guidelines) Missouri

Execution Date(s) November 22, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

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

Internal

Address: _____

Street Address: 211 South Jefferson Avenue

City: St. Louis

State: Missouri

Country: USA Zip: 63103

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Missouri

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,940,422

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: BRYAN CAVE LLP

Internal Address: Roxana Wizorek

Street Address: 211 North Broadway
One Metropolitan Square, Suite 3600

City: St. Louis

State: Missouri Zip: 63102

Phone Number: 314/259-2000

Fax Number: 314/259-2020

Email Address: rwizorek@bryancave.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed


8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-4467

Authorized User Name Roxana Wizorek

9. Signature:



Signature

11/24/2004

Date

Roxana Wizorek

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 024467 1940422

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), effective as of November 22, 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 trademarks, trade names, service marks and domain names 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 trademarks, trade names, service marks and domain names (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 are 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, including any and all goodwill associated therewith, all registrations therefore, all common law rights therein, any and all trademark and/or service mark rights related thereto, 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, dilution, 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: [Signature]

By: [Signature]

Title: President

Title: President

Date 11/22/04

Date 11/22/04

Subscribed and sworn to before me this
22nd day of November 2004.

Subscribed and sworn to before me this
22nd day of November 2004.

[Signature]
Notary Public

[Signature]
Notary Public

My commission expires: Jan 25, 2005

My commission expires: Jan 25, 2005

MARGARET J. LAMMERT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 25, 2005

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