TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Star Horse Products, Inc.		12/03/2004	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Andrew M. Martin Co. NV, Inc.
Street Address:	1802 N. Carson Street, Suite 212-2808
City:	Carson City
State/Country:	NEVADA
Postal Code:	89701
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76444441	MOSQUITO NET
Serial Number:	76461754	FREEDOM
Registration Number:	2533875	FREEDOM
Registration Number:	2509483	STAR HORSE
Registration Number:	2620788	STAR HORSE
Registration Number:	2767559	LIBERTY
Registration Number:	2840900	CELEBRATION

CORRESPONDENCE DATA

Fax Number: (310)586-7800

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (310) 586-7788

Email: laipmail@gtlaw.com

Correspondent Name: Mark H. Krietzman, Esq.

Address Line 1: 2450 Colorado Avenue, Suite 400E

Address Line 2: The Water Garden

Address Line 4: Santa Monica, CALIFORNIA 90404

TRADEMARK

REEL: 002986 FRAME: 0513

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ATTORNEY DOCKET NUMBER:	70698
NAME OF SUBMITTER:	Mark H. Krietzman, Esq.
Total Attachments: 2 source=Star Horse Assignment#page1.tif source=Star Horse Assignment#page2.tif	

TRADEMARK REEL: 002986 FRAME: 0514

TRADEMARK ASSIGNMENT

WHEREAS Star Horse Products, Inc. ("Assignor"), a Mississippi Corporation, doing business at 262 West Washington Street, Ridgeland, Mississippi 39157, is the owner of all rights, title and interest in and to the U.S. trademark applications and registrations, as set forth in Exhibit A appended hereto ("Marks"); and

WHEREAS Andrew M. Martin Co. NV, Inc. ("Assignee"), a Nevada corporation, doing business at 1802 N. Carson Street, Suite 212-2808, Carson City, Nevada, desires to acquire the Marks and registrations thereon, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Mark, in the United States of America, its territories and possessions, and throughout the world, and the U.S. registrations thereon, together with all causes of action for infringements of the rights being assigned, and the right to receive and retain the proceeds relating to those infringements.

IN WITNESS WHEREOF, ASSIGNOR, has caused this Trademark Assignment to be executed on this day of heavier, 2004.

ASSIGNOR

Star Horse Products, Inc.

DATE: <u>(13/1/1//</u>

Sid A. Robinson III

President

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EXHIBIT A

Trademark	App. No.	Filing Date
MOSQUITO NET	76/444,441	August 28, 2002
FREEDOM	76/461,754	October 25, 2002

Trademark	Reg. No.	Reg. Date
FREEDOM	2,533,875	January 29, 2002
STAR HORSE	2,509,483	November 20, 2001
STAR HORSE and Design	2,620,788	September 17, 2002
LIBERTY	2,767,559	September 23, 2003
CELEBRATION	2,840,900	May 11, 2004

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RECORDED: 12/07/2004