

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metro-Goldwyn-Mayer Studios Inc		09/30/2004	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cre8tive License Ltd		
<b>Doing Business As:</b>	Crank2		
<b>Street Address:</b>	411 Westwood Avenue		
<b>City:</b>	Staten Island		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10314		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78098680	PERSONALIBEES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(718)732-2744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7189820149		
<b>Email:</b>	crank2ltd@aol.com		
<b>Correspondent Name:</b>	Susan Maillis		
<b>Address Line 1:</b>	411 Westwood Avenue		
<b>Address Line 4:</b>	Staten Island, NEW YORK 10314		
<b>NAME OF SUBMITTER:</b>	Susan Maillis		
<b>Signature:</b>	/susan maillis/		
<b>Date:</b>	01/06/2005		

OP \$40.00 78098680

Total Attachments: 1

**900017653**

**TRADEMARK  
 REEL: 003015 FRAME: 0138**



**ASSIGNMENT**

**KNOW ALL MEN BY THESE PRESENTS:**


That for good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned **MGM Consumer Products**, a division of **Metro-Goldwyn-Mayer Home Entertainment LLC**, a wholly-owned subsidiary of **Metro-Goldwyn-Mayer Studios Inc.**, a Delaware corporation ("MGM"), hereby sells, grants, assigns, conveys, transfers and sets over unto **Cre8tive License Limited d/b/a Crank2** ("Crank2"), its representatives, successors, and assigns forever, all licensing, merchandising, publishing, interactive game, trademark, promotional and certain other rights, throughout the universe in perpetuity, in and to that certain property entitled **PERSONALIBEES** (the "Property"), including all elements therein, all present adaptations and versions thereof, the themes, title and characters therein, and in and to the copyright thereof and all renewals and extensions of such copyright.

Notwithstanding this Assignment, MGM and Crank2 agree that with respect to the outstanding License Agreement between Coral Stone and MGM dated as of August 8, 2003 with respect to the Property, MGM shall continue to collect its commissions and serve as agent for Crank2 pursuant to the Purchase Agreement between MGM and Crank2 dated as of June 26, 2002.

This Assignment is effective as of September 30, 2004.

**IN WITNESS WHEREOF** the undersigned have executed this Assignment as of the 30<sup>th</sup> day of September, 2004.

**MGM CONSUMER PRODUCTS**

By:   
Travis Rutherford  
Senior Vice President

**CRE8TIVE LICENSE LTD. D/B/A CRANK2**

By:  Robert Reed

Its: 