

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



11-01-2004



102872014

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

10-22-04

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/29/2004 6T0N11 00000172 2049341

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 003070 FRAME: 0551

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

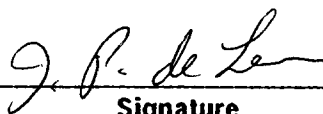
No

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. Charges to deposit account are authorized, as indicated herein.

Josefino P. de Leon

Name of Person Signing



Signature

10/22/2004

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made this 18th day of October, 2004, by and between iBLAST, INC., a Delaware corporation, having an address of 100 North Crescent Drive, Suite 200 Beverly Hills, California 90210 (the "Assignor"), and M.G. DIGITAL, LLC, a Delaware limited liability company, having an address of 900 West Main Street Dothan, Alabama 36301 ("Assignee").

RECITALS:

WHEREAS, Assignee and Movie Gallery, Inc., a Delaware corporation, have, simultaneously with the execution and delivery of this Trademark Assignment, entered with Assignor into that certain Intellectual Property Purchase Agreement (the "Purchase Agreement"); and

WHEREAS, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to acquire, purchase, accept and assume from Assignor, Assignor's right, title and interest to the trademark listed on Schedule I hereto (the "Trademark"); and

WHEREAS, capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Trademark Assignment. Effective as of the Closing Date, Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee its entire right, title and interest to the Trademark, and in and to any and all trademarks of foreign countries or reissues thereof which may be granted therefore or thereon, for the full end of the term for which trademarks may be granted, together with Assignor's right to claim the priority of said application. Assignor hereby requests the United States Commissioner of Patents and Trademarks, as well as her or foreign counterparts in the foreign jurisdictions which exercise authority over the Trademark to record this Trademark Assignment.

2. Enforceability. If any provision of this Trademark Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Trademark Assignment, as the case may require, and this Trademark Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been

originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

3. Amendment. This Trademark Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.
4. No Third-Party Beneficiaries. Nothing in this Trademark Assignment shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.
5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
6. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
7. Governing Law. This Trademark Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the State of California.
8. Further Assurances. In case at any time any further action is necessary or desirable to confirm the transfer of title to Assignee and evidence title to the Intellectual Property, each party will take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request, at Assignee's sole cost.
9. Purchase Agreement Governs. Notwithstanding anything contained in this Trademark Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Trademark Assignment.
10. Delivery by Facsimile. This Trademark Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine, shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms and deliver them to the other party. No party hereto shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation or enforceability of this Trademark Assignment and each such party forever waives any such defense.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark
agreement to be executed as of the date first written above.

ASSIGNOR

IBLAST, INC.

By: _____

Name: *Michael Lambert*
Title: *Chairman & CEO*

ASSIGNEE

M.G. DIGITAL, LLC

By: _____

Name:
Title:

3/0019 105594.7

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.


ASSIGNOR

IBLAST, INC.

By: _____
Name:
Title:

ASSIGNEE

M.G. DIGITAL, LLC

By: 
Name: *Troy Gould*
Title: *E.V.P.*

Error! Unknown document property name.

SCHEDULE I
TO
TRADEMARK ASSIGNMENT

“GAME SILO” Service mark, in Class 38, with a registration no. of 2,849,341 and a registration date of 6/1/04.

TOTAL P.11