

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/28/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blast! Incorporated		01/28/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Mason Entertainment Group, LLC
Street Address:	3225 E. Will Sowders Rd.
City:	Bloomington
State/Country:	INDIANA
Postal Code:	47401
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76359620	SHOCKWAVE
Serial Number:	76581454	BLAST

CORRESPONDENCE DATA

Fax Number: (317)637-7561
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-634-3456
 Email: docketdept@uspatent.com, cde@uspatent.com
 Correspondent Name: C. David Emhardt
 Address Line 1: 111 Monument Circle, Suite 3700
 Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	C. David Emhardt
Signature:	/C. David Emhardt/
Date:	04/22/2005

TRADEMARK

OP \$65.00 76359620

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is made to be effective as of January 16, 2005, by Blast! Incorporated, an Indiana corporation, located at P.O. Box 264, 500 West Simpson Chapel Road, Bloomington, Indiana, U.S.A., 47404 ("Assignor") in favor of Mason Entertainment Group, LLC, an Indiana limited liability company, located at 3225 E. Will Sowders Rd., Bloomington, Indiana, 47401 ("Assignee").

WHEREAS, the Assignor and Assignee have entered into that certain Asset Purchase Agreement, effective as of the same date, (the "Contract"), providing for, among other things, the sale and assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Assets (all capitalized terms used herein but not defined herein shall have the meanings ascribed in the Contract) and transfer by Assignor, and the assumption by Assignee, of the Assumed Liabilities; and

WHEREAS, Assignor has adopted, owns and is using the following trademarks for which Assignor owns the following identified federal applications for registration on the Principal Register of the United States Patent and Trademark Office for the goods and/or services identified therein (the "Marks");

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
SHOCKWAVE (Stylized)	76/359,620	January 16, 2002
BLAST (Stylized)	76/581,454	March 17, 2004

WHEREAS, Assignor also has adopted, owns and is using the trademarks listed in the attached Schedule A for which Assignor owns the listed foreign registrations and applications for registration for the goods and/or services identified therein (the "Foreign Marks"); and

WHEREAS, Assignee desires to acquire the Marks, Foreign Marks, applications and registrations referred to herein and in the attached Schedule A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Marks and Foreign Marks together with the goodwill of the business symbolized by the Marks and Foreign Marks, and the registrations thereof, and the applications for registrations thereof.

Upon request by Assignee to the Assignor, Assignor agrees to execute any additional required assignment documents needed to effect recording of the transfer of title of the Foreign Marks in the respective foreign countries.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and time first written above.

Blast! Incorporated

By: [Signature]
Name: Robert L. Santa
Title: Treasurer

Dated effective as of January 28, 2005.

SUBSCRIBED and SWORN to before me this 28th day of January, 2005.

[Signature]
Notary Public

Printed: SHARON K. ROGERS
Resident of: MONROE

My Commission Expires January 21, 2009.

SCHEDULE A

MARK	COUNTRY	MATTER NO.	REGISTRATION NO. ISSUE DATE	SERIAL NO. FILING DATE	CURRENT STATUS	
BLAST	Europe	3295-14	2078426 2/20/2003	2078426 2/7/2001	Issued, Renewal due 2/1/2011	
	Australia	3295-15	865362 8/13/2001	865362 2/8/2001	Issued, Renewal due 2/8/2011	
	Canada	3295-16	584,255 6/25/2003	1091830 2/7/2001	Issued, Renewal due 6/25/2018	
	Japan	3295-17	4578751 6/21/2002	10740/2001 2/9/2001	Issued, Renewal due 6/21/2007	
	South Korea	3295-18	79,033 9/4/2002	41-2001-2078 2/13/2001	Issued, Renewal due 9/4/20128	
	Switzerland	3295-19	487,905 8/15/2001	01653/2001 2/14/2001	Issued, Renewal due 2/13/2011	
	SHOCKWAVE	Canada	3295-21		1,148,120 7/26/2002	Pending, Allowed Use due 7/25/2005
		Europe	3295-22	002782126 10/3/2003	002782126 7/19/2002	Issued, Renewal due 7/19/2012
Switzerland		3295-23	506983 10/10/2002	6399/2002 7/19/2002	Issued, Renewal due 7/18/2012	
Australia		3295-24	920,425 3/4/2003	920,425 7/19/2002	Issued, Renewal due 7/19/2012	
South Korea		3295-25	95690 1/12/2004	41-2002-14644 7/19/2002	Issued, Renewal due 1/12/2014	
Japan		3295-26	4,697,258 8/1/2003	61307/2002 7/22/2002	Issued, Renewal due 8/1/2008	

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