

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
MICHAEL R O'BRIEN		06/06/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TROUT & ZIMMER		
Street Address:	3727 W. MAGNOLIA BLVD.		
City:	BURBANK		
State/Country:	CALIFORNIA		
Postal Code:	91510		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2293538	OFFICIAL SQUIRLBOY	
CORRESPONDENCE DATA			
Fax Number:	(404)827-1995		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-827-1007		
Email:	TCNUSPTO@TURNER.COM		
Correspondent Name:	LOUISE S. SAMS		
Address Line 1:	One CNN Center c/o Turner Broadcasting		
Address Line 2:	13N		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Louise S. Sams		
Signature:	/lss/		
Date:	06/10/2005		
Total Attachments: 1			

CH \$40.00 2293538

TRADEMARK ASSIGNMENT

WHEREAS, Michael R. O'Brien, an individual residing at 5680 Hughes Road, Galena OH 43201 ("Assignor"), has adopted and used and is the owner of United States Registration No. 2,293,538 for OFFICIAL SQUIRLBOY & Design (hereinafter referred to as the "Mark"), in connection with Assignor's goods, and the goodwill associated herewith; and

WHEREAS, Trout & Zimmer a Corporation organized and existing under the laws of the State of Delaware, having its principal place of business at ~~4727 W. Magnolia Blvd.~~ Suite 102, Burbank, CA 91510 ("Assignee"), desires to acquire all right, title and interest in and to the Mark.

3727 mrO

IN CONSIDERATION, for the sale and assignment of the Mark, and its associated goodwill, Assignee agrees to pay Assignor ~~Redacted~~ Dollars (USD ~~(\$200,000)~~) (the "Purchase Price") payable to Assignor via Escrow.com. Assignee agrees to submit payment of the Purchase Price to Escrow.com. The Purchase Price will be released to the Assignor by Escrow.com upon Assignor's return of the original fully-executed Trademark Assignment within thirty (30) days from May 20, 2005. If the original fully-executed Trademark Assignment is not received by Assignee within the said thirty (30) day period, this agreement is null and void.

NOW, THEREFORE, in consideration of the parties' mutual covenants and undertakings, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee, its successors, assigns, and legal representatives, all rights, title and interest in and to the Mark, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Mark, and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding. Assignor further agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.

IN WITNESS HEREOF, Assignor has caused this Assignment to be executed.

Michael R. O'Brien

By: Michael R. O'Brien

Printed Name: Michael R. O'Brien

Date: 6-10-05