

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/30/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Collectors' Choice Music Holdings, Inc.		12/10/2001	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Infinity Resources, Inc.
Street Address:	900 North Rohlwing Road
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1858053	COLLECTORS' CHOICE MUSIC
Registration Number:	1860145	COLLECTORS' CHOICE
Registration Number:	2172451	ORDER IT TODAY, HEAR IT TOMORROW
Registration Number:	2262088	CC MUSIC

CORRESPONDENCE DATA

Fax Number: (312)372-6568
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-372-7664
 Email: mark@wiemeltlaw.com
 Correspondent Name: Mark E. Wiemelt
 Address Line 1: 10 S. LaSalle St., Ste. 3300
 Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Mark E. Wiemelt
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TRADEMARK

OP \$115.00 1858053

Signature:

/mew/

Date:

06/25/2005

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

by and between

INFINITY RESOURCES, INC.

and

COLLECTORS' CHOICE MUSIC HOLDINGS, INC.

Dated as of December 10, 2001

and

Effective as of November 30, 2001

TRADEMARK

REEL: 003110 FRAME: 0396

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into as of December 10, 2001 (this "Agreement"), by and between Infinity Resources, Inc., an Illinois corporation (the "Buyer"), and Collectors' Choice Music Holdings, Inc., an Illinois corporation (the "Seller"). Certain terms used in this Agreement are defined in Section 9.1.

WHEREAS, the Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, the Business and the Assets and the Buyer is willing to assume, and the Seller desires to assign and delegate to Buyer the Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement (the "Transactions").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assets and Liabilities.

1.1 Transfer of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase and acquire from the Seller or one or more of its Affiliates (acting through the Seller), free and clear of any and all Liens, all of the assets and operations of the Seller or one or more of its Affiliates exclusively relating to the Business, of every type and description, real and personal, tangible and intangible, known and unknown, wherever located and whether or not reflected on the books and records of the Seller, as the same shall exist on the Closing Date, other than the Excluded Assets (collectively, the "Assets"), with effect as of the close of business on November 30, 2001 (the "Effective Time"). Without limiting the generality of the foregoing, the Assets shall include, but shall not be limited to, all right, title and interest in and to the following items:

(a) Inventory and Supplies. All inventory, promotional materials and similar items, wherever located, in each case, exclusively relating to the Business, including compact discs, audio cassettes, videotapes, DVDs, letterhead, catalogs, sales literature and all other supplies used exclusively in the Business, the value of which is set forth on the unaudited statement of assets and liabilities of the Business being assumed by the Buyer as of Effective Time prepared and delivered by the Seller to the Buyer at the Closing (the "Closing Statement");

(b) Contracts. To the extent transferable, the Seller's or one or more of its Affiliate's right, title and interest in and to all Contracts of the Seller or one or more of its Affiliates exclusively relating to the Business, including, without limitation, the Contracts listed on Schedule 4.8 hereto (collectively, the "Acquired Contracts");

(c) Prepaid Expenses, etc. All of the Seller's prepaid expenses and rentals exclusively relating to the Business incurred in the ordinary course of business as reflected on the Closing Statement;

(d) Intellectual Property. All of the Seller's or one or more of its Affiliate's patents, trademarks, copyrights, service marks, trade names, trade secrets, software, and proprietary information utilized exclusively in the Business; all applications for or registrations of any of the foregoing, and to the extent transferable, all permits, grants, licenses or other rights running to or from the Seller, relating exclusively to any of the foregoing, including, without limitation, Seller's and one or more of its Affiliate's rights to the "Collectors' Choice Music" name and the items listed on Schedule 4.15 (collectively, the "Intellectual Property Rights");

(e) Goodwill. All of the Seller's goodwill and going concern value exclusively relating to the Business;

(f) Books and Records. All pertinent books and records of the Seller related exclusively to the Business and, with respect to Transferred Employees, those employees personnel records (to the extent permitted by law);

(g) Accounts Receivable. All receivables (excluding intercompany receivables owed to the Seller), including, without limitation, the accounts receivable of Koch Distributors or its Affiliates ("Koch"); (i) as of the Effective Date and included in the receivables on the Closing Statement (the "Koch Receivables") and (ii) the accounts receivable of Koch for the month of November 2001 (the "Koch November Receivables"); and

(h) Other Assets. To the extent transferable, all of the other intangible and tangible assets of the Seller exclusively relating to the Business, including, without limitation, all electronic data, all supplier and vendor information, all customer lists, mailing lists and associated data and customer correspondence, records, files, reports and other documents and data, all business post office boxes and business telephone listings, all research results and other know-how, and all other materials, records, files and data, in whatever form contained.

1.2 Excluded Assets. Notwithstanding any other provision of this Agreement, the Seller shall not sell, assign or transfer to the Buyer, and the Buyer shall not acquire from the Seller, any of the following assets (collectively, the "Excluded Assets");

(a) This Agreement. All of the rights of the Seller under this Agreement and any documents delivered or received in connection herewith;

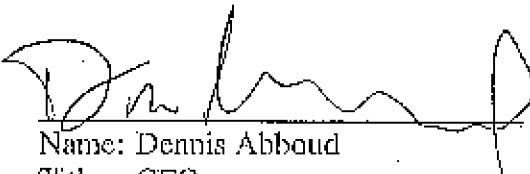
(b) Intercompany Receivables. All intercompany receivables payable to the Seller;

(c) Cash and Cash Equivalents and Bank Accounts. All cash, investments and cash equivalents, on hand, in the Seller's or its Affiliates' accounts or in transit relating to the Business, as well as the bank accounts and other depository accounts relating to the Business;

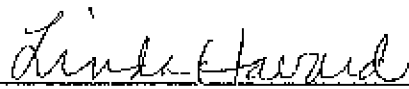
(d) Insurance Policies. All insurance policies of the Seller or its Affiliates or acquired or assumed by the Seller or its Affiliates prior to the Closing Date

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

INFINITY RESOURCES, INC.

By: 
Name: Dennis Abboud
Title: CEO

COLLECTORS' CHOICE MUSIC HOLDINGS, INC.

By: 
Name: Linda Havard
Title: President

Solely in connection with Section 9.14 of this Agreement, agreed and accepted by:

PLAYBOY ENTERPRISES, INC.

By: 
Name: Linda Havard
Title: Chief Financial Officer

Schedule 4.15
Intellectual Property

1. The recordation form filed with the United States Patent and Trademark Office evidencing the transfer of title to each of the registered marks set forth in Schedule 4.15 from Playboy Enterprises International, Inc., a Delaware corporation and the immediate parent of the Company ("PEI") to the Company had a clerical error in that Playboy Enterprises International, Inc., an Illinois corporation, was listed incorrectly as the assignor when Playboy Enterprises International, Inc., a Delaware corporation ("PEII") should have been listed as the assignor. There is not now, and has not ever been, an Illinois corporation named "Playboy Enterprises International, Inc." PEII was assigned all right, title and interest in and to each of the registered marks set forth in Schedule 4.15 from Critics' Choice Video, Inc., an Illinois corporation and predecessor-in-interest to the Seller ("CCV") pursuant to an Assignment Agreement, dated September 8, 2000, by and between CCV and PEII.

Patents, Trademarks, Tradenames, Service Marks and Brand Name Registrations

2. Pending Application for "THE BIG BOOK OF MUSIC," Application Number 75/610909, application date December 23, 1998
3. Registered Mark "CC MUSIC", Registration Number 2262088, registration date July 20, 1999
4. Registered Mark "COLLECTORS' CHOICE," Registration Number 1860145, registration date October 25, 1994
5. Registered Mark "COLLECTORS' CHOICE MUSIC," Registration Number 1858053, registration date October 11, 1994
6. Registered Mark "ORDER IT TODAY, HEAR IT TOMORROW," Registration Number 2172451, registration date July 14, 1998

Domain Names

7. CCMUSIC.COM - owned by Collector's Choice Music Holdings, Inc., expires on February 3, 2003.
8. COLLECTMUSIC.COM - owned by Collector's Choice Music Holdings, Inc., expires on November 28, 2002.
9. COLLECTORSCHOICECATALOG.COM - owned by Collector's Choice Music Holdings, Inc., expires on April 5, 2002.

10. COLLECTORSCHOICEMUSIC.COM - owned by Collector's Music Holdings, Inc., expires on April 5, 2002.
11. COLLECTORSCHOICEMUSIC.NET - owned by Collector's Music Holdings, Inc., expires on April 5, 2002.
12. COLLEGEDEPOTMUSIC.COM - owned by Collector's Music Holdings, Inc., expires on July 27, 2003.