

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
Critics' Choice Video, Inc.		10/02/2000	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:	COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2275744	CC VIDEO	
CORRESPONDENCE DATA			
Fax Number:	(312)372-6568		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
Signature:	/mew/		
Date:	06/29/2005		

OP \$40.00 2275744

Total Attachments: 5
 source=APA CCVI#page1.tif

source=APA CCVI#page2.tif
source=APA CCVI#page3.tif
source=APA CCVI#page4.tif
source=APA CCVI#page5.tif

ASSET PURCHASE AGREEMENT

by and between

INFINITY RESOURCES, INC.

and

CRITICS' CHOICE VIDEO, INC.

Dated as of October 2, 2000

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into as of October 2, 2000 (this "Agreement"), by and between Infinity Resources, Inc., an Illinois corporation (the "Buyer"), and Critics' Choice Video, Inc., an Illinois corporation (the "Seller"). Certain terms used in this Agreement are defined in Section 12.1.

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for 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 Assets to be Sold. 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"). 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, and office supplies, wherever located, in each case, exclusively relating to the Business and reflected on Schedule 1.1(a) hereto, the value of which is set forth on the unaudited preliminary statement of assets and liabilities of the Business being assumed by the Buyer as of September 30, 2000 prepared and delivered by the Seller to the Buyer prior to the Closing (the "Preliminary Statement");

(b) Contracts and Agreements. To the extent transferrable, the Seller's or one or more of its Affiliates' 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 "Assumed 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 Preliminary Statement;

(d) Intellectual Property. All 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 all permits, grants, and licenses or other rights running to or from the Seller relating to any of the foregoing, including, without limitation, the "Critics' Choice Video" name and the items listed on Schedule 4.15 (collectively, the "Intellectual Property");

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

(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); and

(g) Other Assets. All of the other intangible and tangible assets of the Seller or one or more of its Affiliates exclusively relating to the Business, including, without limitation, all owned office and warehouse furniture, all owned fixtures and equipment, 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 purchase 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) Accounts Receivable. All receivables (including intercompany receivables) owed to the Seller;

(c) Cash and Cash Equivalents and Bank Accounts. All cash, investments and cash equivalents, on hand, in the Seller's 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 acquired or assumed by the Seller prior to the Closing Date pertaining to the Business and all rights of the Seller of any nature and description under or arising out of such insurance policies;

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

INFINITY RESOURCES, INC.

By: [Signature]
Name: Dennis Abbard
Title: CEO

CRITICS' CHOICE VIDEO, INC.

By: [Signature]
Name: Howard D. Higgins
Title: V.P.

For the sole purposes of Section 6.10 and Section 12.14 of this Agreement, agreed and accepted by:

PLAYBOY ENTERPRISES, INC.

By: [Signature]
Name: Howard D. Higgins
Title: Exec. V.P.

Schedule 4.15 (Intellectual Property)**I. U.S. Trademarks in the name of Critics' Choice Video, Inc.**

<u>Registered Marks</u>	<u>Registration Number</u>	<u>Registration Date</u>
CC VIDEO	2275744	September 7, 1999
CRITICS' CHOICE VIDEO	2075738	July 1, 1997
ORDER IT TODAY, WATCH IT TOMORROW	1688497	May 19, 1992
ROMANCE FOR COUPLES	1855398	September 20, 1994
THE MOVIE BOOK	1706023	August 4, 1992
VIDEO SEARCH LINE	1689707	May 26, 1992 (Supp. Reg.)
THE BIG BOOK OF MOVIES	2376791	August 15, 2000

II. Domain Names owned by Critics' Choice Video, Inc.

CCVIDEO.COM
 CRITICSCHOICEVIDEO.COM
 CRITICSVIDEO.COM
 CRITICSDVD.COM
 CRITICSCHOICEDVD.COM
 CCDVD.COM
 COLLEGEDEPOTVIDEO.COM
 CHOICECATALOGS.COM
 AUCTIONVIDEOS.COM
 AUCTIONDISC.COM
 AUCTIONMOVIES.COM
 AFTERDARKVIDEO.COM

Schedule 4.19 (Real Property)

The Seller leases the property located at 900 North Rohlwing Road, Itasca, Illinois 60143.