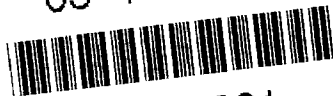


03-14-2005

RECORD
TRADE



102957901

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Dancing Waters, Inc. f/k/a
Michael Connery Enterprises,
Inc.

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) February 23, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Performance Fountain Productions, Inc.

Internal Address: c/o Caryl Steinman

Street Address: 150 East 77th Street

City: New York

State: New York

Country: U.S.A. Zip: 10021

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

611-919

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Dancing Waters

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert L. Lasky, Esq.

Internal Address: Suite 1600

Street Address: 99 Park Avenue

City: New York

State: New York Zip: 10016

Phone Number: 212-972-2175

Fax Number: 212-972-2470

Email Address: robertlasky@hotmail.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Robert L. Lasky
Signature

March 3, 2005
Date

Robert L. Lasky

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/11/2005 ECOOPER 00000004 611919

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40.00 DP

ASSIGNMENT

WHEREAS, Dancing Waters, Inc., f/k/a Michael Connery Enterprises, Inc., a Texas corporation ("Assignor") heretofore acquired from Performance Fountain Productions, Inc., a New York corporation ("Assignee"), pursuant to an agreement dated as of March 15, 2000, the trademark Dancing Waters (the "Trademark"), symbolized by registration number 611,919 in the United States Patent & Trademark Office, together with the good will appertaining thereto; and

WHEREAS, Assignor granted to Assignee a security interest in the Trademark pursuant to a Security Assignment and Mortgage, dated as of March 15, 2000, which was duly recorded in the United States Patent and Trademark Office and otherwise duly effected Assignor's security interest in the Trademark; and

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in, to and under the Trademark to Assignee.

NOW, THEREFORE, for TEN DOLLARS (\$10) and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Assignor does hereby assign to Assignee, its successors and assigns, absolutely and forever, all of Assignee's right, title and interest, whether statutory or at common law, in, to and under the Trademark, together with the goodwill of the business symbolized by the Trademark and the registration therefor, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute such further instruments and do such other acts as may be necessary and proper to vest full title in and to the Trademark in Assignee or which may be necessary to obtain, renew, issue or enforce the Trademark; and Assignor hereby irrevocable appoints Assignee Assignor's attorney-in-fact with the right, but not the obligation, to execute any and all such instruments

and to do such other acts in the name and on behalf of Assignee, should Assignor fail or refuse to do so.

Dated: February 23, 2005

Dancing Waters, Inc. f/k/a
Michael Connery Enterprises,
Inc.

By: Michael A. Connery

STATE OF TEXAS)
COUNTY OF Harris) ss.:

On this 23 day of February, 2005, before me personally came Michael A. Connery, to me known, who being by me duly sworn, did depose and say that he resides in Houston, Texas; that he is the President of Michael Connery Enterprises, Inc., the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the deal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



[Signature]
Notary