

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
Aaron Phillips		07/20/2005	INDIVIDUAL: UNITED STATES
Roger Singleton		07/20/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Trout & Zimmer, Inc.		
Street Address:	3727 W. Magnolia Blvd.		
Internal Address:	Suite 102		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91510		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2780632	PANDORAS BOX	
CORRESPONDENCE DATA			
Fax Number:	(312)463-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Banner & Witcoff, Ltd.		
Address Line 1:	10 S. Wacker Drive		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Richard S. Stockton		
Signature:	/Richard S. Stockton/		

CH \$40.00 2780632

Date:

08/08/2005

Total Attachments: 1

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TRADEMARK ASSIGNMENT

Whereas, Aaron Phillips, an individual residing at 1615 W. Jefferson St. Apt. #4 Boise, ID 83702, and Roger Singleton, an individual residing at 500 Clarence LN. Nampa, Idaho 83687, (hereinafter collectively referred to as "ASSIGNORS") are the owners of the common law trademark "PANDORAS BOX" as well as U.S. Trademark Registration No. 2,780,632 for "PANDORAS BOX," registered November 4, 2003 for "series of downloadable sound recordings, featuring music; downloadable video recordings featuring music; a series of audio recordings featuring music; video recordings featuring music;"

And, Whereas, Trout & Zimmer, Inc. a corporation duly organized and existing under and by the laws of the State of Delaware, and having its principal place of business at 3727 W. Magnolia Blvd. Suite 102 Burbank, CA. 91510 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring ASSIGNORS' right, title and interest in said common law trademark and U.S. trademark registration and all of the goodwill of the business in connection with which said trademark is used on any goods and/or services;

Now, Therefore, in return for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt and sufficiency of which is hereby acknowledged by each ASSIGNOR, ASSIGNORS do hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, all of ASSIGNORS' right, title and interest in said common law trademark and U.S. trademark registration together with the goodwill of the business in connection with which said trademark is used on any goods and/or services, and together with the full right to sue for and recover all profits and damages recoverable from past infringement of said trademark.

This Assignment shall be applicable to and binding upon the ASSIGNEE and ASSIGNORS, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

20 In Testimony Whereof, ASSIGNORS have caused this Assignment to be executed on this day of July, 2005.

Aaron Phillips

By: 

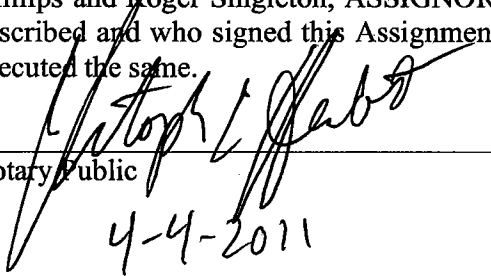
Roger Singleton

By: 

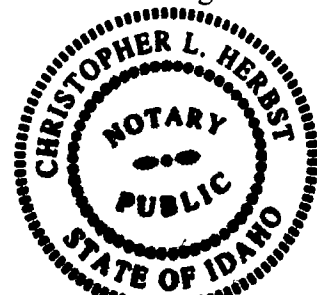
State of Idaho

County of Ada

On this 20 day of July, 2005, personally before me came Aaron Phillips and Roger Singleton, ASSIGNORS, known to me, and known to me to be the persons described and who signed this Assignment, and, being duly sworn, each acknowledged that he executed the same.


Notary Public

4-4-2011



TRADEMARK