

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
Trout & Zimmer, Inc.		07/29/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Savage Beast Technologies, Inc.		
Street Address:	362 22nd Street		
Internal Address:	Suite 390		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	CORPORATION: CALIFORNIA		
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/		
Date:	08/09/2005		

CH \$40.00 2780632

Total Attachments: 1
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TRADEMARK ASSIGNMENT

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 91510 (hereinafter referred to as "ASSIGNOR"), is the owner by assignment 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, Savage Beast Technologies, Inc., a corporation duly organized and existing under and by the laws of the State of California, and having its principal place of business at Suite 390, 362 22nd St., Oakland, California (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring ASSIGNOR'S 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 ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, all of ASSIGNOR'S 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 ASSIGNOR, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

In Testimony Whereof, ASSIGNORS have caused this Assignment to be executed on this 29 day of July, 2005.



Trout & Zimmer Inc.

By: [Signature]
(Keith Lim)

Its: PRINCIPAL

State of California

County of Los Angeles

On this 29 day of July, 2005, personally before me came Keith Lim of ASSIGNOR, known to me, and known to me to be the person described and who signed this Assignment, and, being duly sworn, acknowledged that he executed the same.

[Signature]
Notary Public