

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
Flesh Gear, LLC		08/04/2005	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fleshwound Films, LLC		
Street Address:	79-325 Cetrino		
City:	La Quinta		
State/Country:	CALIFORNIA		
Postal Code:	92253		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76259399	FLESH GIRL	
Registration Number:	2578952	FLESH GEAR	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 1:	2040 Main Street, Fourteenth Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Elenore Niu		
Signature:	/Elenore Niu/		
Date:	08/29/2005		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 4th day of AUGUST, 2005, by and between Flesh Gear, LLC, a California limited liability company having a place of business at 7711 Woodwind Drive, Huntington Beach, California 92647 (hereinafter referred to as "ASSIGNOR"), and Fleshwound Films, LLC, a California limited liability company having a place of business at 79-325 Cetrino, La Quinta, California 92253 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringements (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the trademark registrations and applications worldwide relating to the Trademarks, listed in Schedule B, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as "Registrations and Applications");

WHEREAS, ASSIGNEE wants to acquire all rights, title, and interest in and to the Trademarks, Registrations and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Registrations and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations and Applications set forth in Schedule B;
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees; and
- (4) ASSIGNOR'S business relating to the foregoing trademarks,

together with the goodwill throughout the world symbolized by said Trademarks, Registrations and Applications, and any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees, together with any rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to prosecute any claims of infringement or any other causes of action concerning the Trademarks, Registrations and Applications, including the right to prosecute any claims that might have arisen prior to the date of this Assignment, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

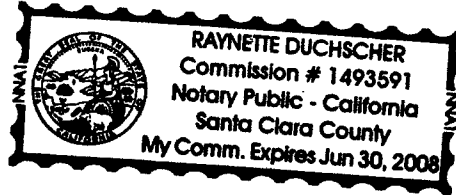
[SIGNATURE PAGES FOLLOW]

Executed at 18400 Sutter Blvd. Morgan Hill, California, this 9 day of August, 2005.

FLESH GEAR, LLC

a California limited liability company having a place of business at 7711 Woodwind Drive, Huntington Beach, California 92647

By: [Signature]
Greg Fox, Member



STATE OF) California
) ss.
COUNTY OF) Santa Clara

On August 9, 2005, before me, Raynette Duchscher personally appeared Greg Fox personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

[Signature]
Signature

Executed at 79-325 CETRINO, LA QUINTA, California, this 4th day of AUGUST, 2005.

FLESHWOUND FILMS, LLC

a California limited liability company having a place of business at 79-325 Cetrino, La Quinta, California 92253.

By: [Signature]
Cami Freeman, Member

STATE OF) CALIFORNIA
) ss.
COUNTY OF) RIVERSIDE

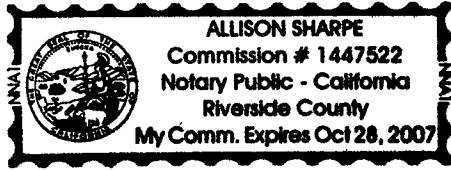
On AUGUST 4th, 2005, before me, ALLISON SHARPE, personally appeared Cami Freeman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized

capacity, and that by her signature(s) on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Allison Sharpe
Signature



SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Marks: FLESH GEAR
FLESH GIRL

SCHEDULE B

United States Trademark Registration/Application:

<u>MARK</u>	<u>REG./APP. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
FLESH GEAR	2,578,952	06/11/2002	25
FLESH GIRL	76/259,399	05/18/2001	25

Australian Trademark Registrations

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
FLESH GEAR	810765	11/03/2000	25
FLESH GIRL	895288	03/25/2002	25

Canadian Trademark Registration/Application

<u>MARK</u>	<u>REG./APP. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
FLESH GEAR	TMA595509	11/24/2003	25
FLESH GIRL	1122314	11/16/2001	25

European Trademark Registrations

<u>MARK</u>	<u>REG. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
FLESH GEAR	1351980	01/19/2001	25
FLESH GIRL	2466118	05/07/2003	25

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