

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Just Sports Products, LLC		08/31/2005	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	TotalVid, Inc.
Street Address:	150 W. Brambleton Avenue
City:	Norfolk
State/Country:	VIRGINIA
Postal Code:	23510
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2611480	JUSTPUSHPLAY

CORRESPONDENCE DATA

Fax Number: (757)628-5566
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 757-628-5634
 Email: kwhite@wilsav.com
 Correspondent Name: Kevin A. White, Esq.
 Address Line 1: One Commercial Place #1800
 Address Line 4: Norfolk, VIRGINIA 23510

NAME OF SUBMITTER:	Kevin A. White
Signature:	/Kevin A. White/
Date:	09/06/2005

OP \$40.00 2611480

Total Attachments: 1
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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JUST SPORTS PRODUCTS, LLC, a California limited liability company ("Assignor"), hereby irrevocably sells, grants, conveys, assigns, and sets over to TOTALVID, INC., a Virginia corporation ("Assignee"), and its successors and assigns, on an exclusive basis, all of Assignor's right, title, and interest in and to the trademarks JUST PUSH PLAY, JUST PUSH PLAY.COM and any and all variations thereof, including, without limitation, the United States Patent and Trademark Office Registration for JUSTPUSHPLAY (Stylized) (Registration Number 2,611,480), which has previously been assigned to Assignor by the original registrant thereof (collectively, the "Trademarks"), together with the goodwill of the business concerned in the goods and/or services for which the Trademarks are used and/or registered, any and all actions and rights of action for infringements thereof and otherwise with respect thereto, whether arising prior to or subsequent to the date of this assignment, and any and all renewals and extensions thereof.

Assignor hereby agrees promptly to execute and deliver to Assignee, or to its successors and assigns, all such further documents as may reasonably be necessary to vest all right, title, and interest in and to the Trademarks in Assignee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this assignment effective as of the 1st day of September, 2005.

JUST SPORTS PRODUCTS, LLC

By: [Signature]
Name: Jack Smith
Title: Partner

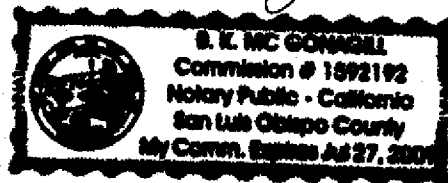
STATE OF California
CITY/COUNTY OF San Luis Obispo, to wit:

I, B. K. McGonagill, a Notary Public in and for the City/County and State aforesaid, do hereby certify that on this 31 day of August, 2005, personally appeared before me, Jack Smith, who, being by me first duly sworn, declare that he/she is the Partner of JUST SPORTS PRODUCTS, LLC, that he/she signed the foregoing document as Partner of the corporation, and that the statements herein contained are true.

[Signature]
Notary Public

(SEAL)

My commission expires: 07-27-09



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EXECUTION COPY