

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NextEngine, Inc.		09/14/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Bigfoot Productions, Inc.
Street Address:	2592 Overlook Place
City:	Baldwin
State/Country:	NEW YORK
Postal Code:	11510
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	75819579	NEXTENGINE
Serial Number:	76090625	DIFFEROMETRY
Serial Number:	76462559	
Serial Number:	76386726	
Serial Number:	76386725	
Serial Number:	76426887	3D COMMUNICATOR
Serial Number:	76428107	3D COMMUNICATOR
Serial Number:	76428106	3D COMMUNICATOR
Serial Number:	76476762	DÖPPEL
Serial Number:	76476763	DOPPEL
Serial Number:	76546041	RAYBOT

CORRESPONDENCE DATA

Fax Number: (310)820-5988

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900032101

**TRADEMARK
 REEL: 003159 FRAME: 0407**

CH \$290.00 75819579

Phone: (310) 207-3800
Email: tom_coester@bstz.com
Correspondent Name: Blakely, Sokoloff, Taylor & Zafman, LLP
Address Line 1: 12400 Wilshire Boulevard, 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90025

NAME OF SUBMITTER:	Thomas M. Coester
Signature:	/Thomas M. Coester/
Date:	09/14/2005

Total Attachments: 3
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**RELEASE OF PRIOR SECURITY INTERESTS AND GRANT OF SECURITY
INTEREST AND MORTGAGE
(TRADEMARKS)**

WHEREAS, NextEngine, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks comprising a portion of the Intellectual Property, as such term is defined in the Security Agreement (the "Agreement"), including the applications and registrations listed on the annexed Schedule 3-A, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, Grantor is obligated to Bigfoot Productions, Inc., (the "Grantee") under that certain Note dated as of September 15, 2005, between Grantor and Grantee, as such Note may be amended from time to time, and Grantor has entered into the Agreement in favor of Grantee; and

WHEREAS, Grantor has previously granted a security interest to Grantee in some or all of the Trademarks.

WHEREAS, pursuant to the Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantee does hereby release any security in the Trademarks previously granted to Grantee by Grantor, and in particular, the security interest recorded at Reel 013921, Frame 0670.

Grantor does hereby grant to Grantee a security interest in, and mortgage on, the Trademarks, including the applications and registrations listed on the annexed Schedule 3-A, to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and mortgage on the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


Grantee's address: Bigfoot Productions, Inc.
 c/o Jeffrey W. Berkman, Esq.
 2592 Overlook Place
 Baldwin, New York 11510

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant for Security (Trademarks) to be duly executed by their respective officers thereunto duly authorized as of the 15 day of September, 2005.

NEXTENGINE, INC.

By: 
Name: Mark S. Knighton
Title: Chief Executive Officer

BIGFOOT PRODUCTIONS, INC.

By: 
Name: Jeffrey W. Berkman
Title: Vice President and General Counsel

SCHEDULE 3-A TO GRANT OF SECURITY INTEREST AND MORTGAGE

TRADEMARKS

I. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NEXTENGINE	75/819,579	10/12/1999
DIFFEROMETRY	76/090,625	07/18/2000
MISCELLANEOUS DESIGN	76/462,559	10/28/2002
MISCELLANEOUS DESIGN	76/386,726	03/25/2002
MISCELLANEOUS DESIGN	76/386,725	03/25/2002
3D COMMUNICATOR	76/426,887	06/27/2002
3D COMMUNICATOR	76/428,107	06/27/2002
3D COMMUNICATOR	76/428,106	06/27/2002
DOPPEL	76/476,762	12/17/2002
DOPPEL	76/476,763	12/17/2002
RAYBOT	76/546,041	09/22/2003

II. Registrations

None