

Form PTO-1594  
(rev 06/04)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**

Cerebellum Corporation

- Individual(s)
- General Partnership
- Corporation Virginia
- Other
- Association
- Limited Partnership
- Citizenship

Effective date - January 31, 2005

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and Address of receiving party(ies)**

Additional name(s) & address(es) attached?  Yes  No

Goldhil Home Media International, Inc.

Street Address: 5284 Adolfo Road

City: Camarillo

State: California

Country: USA Zip: 93012

Association - Citizenship

General Partnership - Citizenship

Limited Partnership - Citizenship

Corporation California

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Government Interest
- Other Change of Address
- Merger
- Change of Name

**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

76443193

B. Trademark Registration No(s). 2

1903470      2428635      2200158

Additional numbers attached?  Yes  No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Jeffrey C. Katz, Esq.  
DAVIS & GILBERT LLP  
1740 Broadway  
New York, New York 10019

Tel: (212) 468-4800

Fax: (212) 468-4888

JKatz@DGLaw.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 1.21(h) and 3.41) \$115.00**

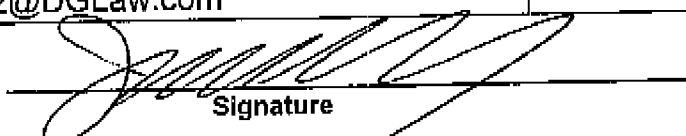
All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 3673-2)

**8. Payment Information**

Deposit Account No. 502293

Authorized User Name: Lore Traband

**9. Signature.**



Signature

Date 7/19/2005

Jeffrey C. Katz

Name of Person Signing

Total number of pages including cover sheet, and documents:

5

CH \$115.00 502293 76443193

**EXECUTION VERSION****TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (the "Assignment") is made by **CEREBELLUM CORPORATION**, a Virginia corporation with its principal place of business located at 2890 Emma Lee Street, Falls Church, VA 22042 (the "Assignor"), to **GOLDHIL HOME MEDIA INTERNATIONAL, INC.**, a California corporation with its principal place of business located at 5284 Adolfo Road, Camarillo, CA 93012 (the "Assignee").

**WHEREAS**, the Assignor owns all right, title and interest in and to those certain trademarks identified in Exhibit A herein (the "Trademarks") which are registered with the United States Patent and Trademark Office; and

**WHEREAS**, in accordance with the terms and conditions of that certain Asset Purchase Agreement, dated January 3, 2005, by and between the Assignor, the Assignee and certain other parties, the Assignee desires to acquire all right, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby.


**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:


1. The Assignor hereby does irrevocably sell, assign, transfer and convey as of January 31, 2005, to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same could have been held and enjoyed by the Assignor had this Assignment not been made.
2. The Assignor further assigns to the Assignee all right to sue and receive all damages accruing from the past infringements of the Trademarks herein assigned.
3. The Assignor represents and warrants that, as of the date of execution of this Assignment: (i) the Trademarks and the goodwill of the business symbolized thereby are free and clear of any encumbrance; (ii) it has full right to convey the Trademarks and the goodwill of the business symbolized thereby; and (iii) to the best of the Assignor's knowledge, the Trademarks do not infringe the intellectual property rights of any third party.
4. The Assignor, without further consideration, shall take such actions, including without limitation the execution, acknowledgment and delivery of documents, as may reasonably be requested by the Assignee to further effect the transactions contemplated herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer this 31st day of January, 2005.

ATTEST

CEREBELLUM CORPORATION

  
Raymond Edie  
Controller

By:   
James Rena  
President

STATE OF VIRGINIA )  
CITY/COUNTY OF FALLS CHURCH )

I HEREBY CERTIFY that on JANUARY 29<sup>th</sup>, 2005, before me, a Notary Public of the State of VIRGINIA, personally appeared JAMES RENA, who acknowledged himself to be the PRESIDENT of Cerebellum Corporation (the "Company") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such officer.

WITNESS my hand and Notarial Seal.

  
Notary Public  
My Commission Expires: 05/31/07

**EXHIBIT A**

<u>Mark:</u>	<u>Registrations No.:</u>	<u>Registration Date:</u>
THE STANDARD DEVIANTS	1903470	July 4, 1995
STANDARD DEVIANTS	2428635	May 6, 1997
THE STANDARD DEVIANTS	2200158	October 27, 1998

<u>Mark:</u>	<u>Application Serial No.:</u>	<u>Filing Date:</u>
JIBBERBOOSH	76443193	August 23, 2002