

07-19-2005

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



RECORD/  
TRAL..... 103042845

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

7.14.05

1. Name of conveying party(ies):

LH3, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Colorado - Dissolved
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 7, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fullhouse Media, Inc.

Internal

Address: Attn: Glenn Kleiman

Street Address: 207 North Milwaukee Street

City: Milwaukee

State: Wisconsin

Country: USA Zip: 53202

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2536112

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"It's about the Experience", registered on or about February 5, 2002

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

Name: Michael Bamberger Esq., J. Paul Neumeier, Jr. Esq

Internal Address: Two Plaza East, Suite 1085

Street Address: 330 East Kilbourn Avenue

City: Milwaukee

State: Wisconsin Zip: 53202

Phone Number: 414-273-4200

Fax Number: 414-273-7786

Email Address: pneumeier@hcllaw.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*J. Paul Neumeier, Jr.*  
Signature

7/8/05  
Date

J. Paul Neumeier, Jr., Attorney

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/18/2005 GT0N11 00000074 2536112

01 FC:8521

40.00 OP

TRADEMARK  
REEL: 003193 FRAME: 0672

## ASSIGNMENT AND LICENSE AGREEMENT

<sup>20<sup>th</sup></sup> This Assignment and License Agreement ("Agreement") is made and entered into this day of June, 2005, by and between Fullhouse Media, Inc., a Wisconsin corporation, and its assigns (the "Assignee"), and LH3, INC., a Colorado corporation dissolved on March 1, 2004, and its assigns (the "Assignor") and for purposes of Section 10 only, Lauri Harrison, an individual and a director, officer and controlling shareholder of Assignor.

WHEREAS, Assignor owns all right and title in and to the service mark tagline "It's about the experience." (the "Mark"), which Mark was registered with the United States Patent and Trademark Office ("USPTO") on or about February 5, 2002, and which Mark has been given serial number 76167672 and registration number 2536112 by the USPTO;

WHEREAS, Assignee desires to obtain, and Assignor desires to assign to Assignee all right and title in and to the Mark, but Assignor desires to retain a limited license for it and its affiliates to utilize the Mark;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Mark as of the date of this Agreement, including but not limited to the above-identified registration thereof.

2. License Grant. Assignee grants to Assignor, Lauri Harrison, an individual, and Lauri Harrison PR, LLC, a Colorado limited liability company, the limited license to utilize the Mark solely in connection with their local marketing activities. "Local marketing activities" shall include only those marketing activities in the Denver, Colorado, greater metropolitan area. Assignor acknowledges that the license granted in this paragraph does not permit Assignor or its affiliates to utilize the Mark in connection with internet marketing activities, or in connection with marketing activities of a national scope. The license granted in this paragraph is personal to the Assignor and its affiliates and may not be further assigned or transferred by Assignor or its affiliates in any manner without the express written approval of Assignee. The license granted in this paragraph shall commence on the date of this Agreement and shall continue indefinitely provided, however, that Assignee may terminate the license granted in this paragraph at any time, upon determining that Assignor's or its affiliates' continued use of the Mark will interfere with Assignee's marketing activities, by serving upon Assignor twelve (12) months' Notice of Intent to Terminate, whereupon the license granted in this paragraph shall be automatically terminated twelve (12) months after such service. Assignor acknowledges that failure to comply with the provisions of this paragraph will result in immediate and irreparable harm entitling Assignee to any and all appropriate relief.

3. Waiver. No failure to exercise, nor any delay in exercising any right, power, or remedy hereunder by Assignee shall operate as a waiver thereof, nor shall any single or partial exercise by Assignee of any such right, power, or remedy preclude any other or further exercise

thereof or the exercise of any other right. Waiver by Assignee of any default, breach or failure of Assignors under this Agreement shall not be construed as a waiver of any subsequent or different default, breach, or failure.

4. Payments. In consideration of Assignor's assignment to Assignee of all right, title and interest in and to the Mark, Assignee shall pay to Assignor the sum of one thousand dollars (\$1,000.00) (the "Cash Payment"). In addition, Assignee shall reimburse Assignor for actual attorney fees incurred by Assignor with respect to the transaction contemplated by this Agreement in an amount not to exceed five hundred dollars (\$500.00) (the "Reimbursement"). Assignee shall pay Assignor the Cash Payment upon execution of this Agreement by all parties. Assignee shall pay Assignor the Reimbursement within a reasonable time upon receipt of an invoice or other statement from Assignor setting forth the amount of attorney fees incurred.

5. Exclusion of Liabilities and Obligations. Assignee does not assume any liabilities, obligations or commitments of Assignor with respect to the Mark, whether absolute or contingent, known or unknown.

6. Representations and Warranties of Assignor. Assignor warrants and represents to Assignee that the statements contained in this Paragraph 6 are true and correct and complete as of the date of this Agreement.

a. Ownership. Assignor currently owns all right, title and interest in and to the Mark.

b. Power. Assignor has the power to execute and deliver this Agreement and to consummate the transactions provided for herein.

c. Corporate Authority. Assignor has all necessary corporate power to execute and deliver this Agreement and to consummate the transaction provided for herein. The execution and delivery of this Agreement by Assignor and the performance by it of the obligations to be performed hereunder have been duly authorized by all necessary and appropriate corporate action. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, or result in a breach of, or constitute a default under the terms or conditions of Assignor's Articles of Incorporation or By-Laws, any court or administrative order or process to which Assignor is a party, any agreement or instrument to which Assignor is a party or by which Assignor is bound or any statute or regulation of any governmental agency.

d. Title to the Purchased Assets. All of Assignor's right, title and interest in and to the Mark will be transferred to Assignee free and clear of all liens, claims and encumbrances.

Except for the above representations and warranties, the Mark is being conveyed on an "AS IS" basis without warranty, express or implied, of any nature.

7. Limitation of Liability. IN NO EVENT SHALL ASSIGNOR'S AND LAURI HARRISON'S TOTAL LIABILITY TO ASSIGNEE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION RELATING TO THIS AGREEMENT EXCEED THE CASH PAYMENT RECEIVED BY ASSIGNOR HEREUNDER.

8. Governing Law. This Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the laws of the State of Wisconsin.

9. Amendment. This Agreement may not be amended or modified except by a written agreement executed by both Assignor and Assignee.

10. Delivery and Execution of Documents. Assignor and, if necessary or appropriate, Lauri Harrison, shall timely execute and deliver to Assignee such other and further documents as may be necessary to complete the transaction contemplated in this Agreement, including but not limited to any and all documents required for Assignee to record the assignment of the registration of the Mark with the USPTO.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior agreements, arrangements or understandings between the parties.

12. Notices. Any notice required to be made or permitted under this Agreement shall be in writing and shall be deemed delivered on the third business day after it is deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed as follows, or to such other address as the parties may from time to time designate in writing:

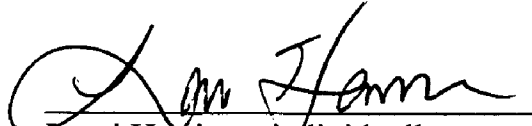
If to Assignors:           Attn: Lauri Harrison  
                                  2249 York St.  
                                  Denver, CO 80205

If to Assignee:           Fullhouse Media Inc.  
                                  Attn: Glenn Kleiman  
                                  207 N. Milwaukee St.  
                                  Milwaukee, WI 53202

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

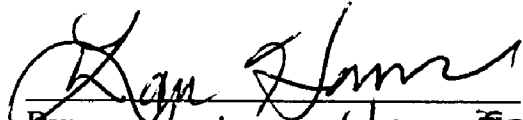
**[SIGNATURE PAGE FOLLOWS]**

With respect to Section 10 only:

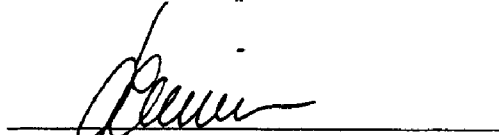
  
Lauri Harrison, individually

**ASSIGNOR:**

LH3, INC.  
a dissolved Colorado corporation

  
By: Lauri Harrison  
Its: Principal

**ASSIGNEE:**  
FULLHOUSE MEDIA, INC.  
a Wisconsin corporation

  
By: GLENN KUFMAN  
Its: PRESIDENT