

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
Swank Motion Pictures, inc.		11/18/2005	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Swank Trademark, LLC		
Street Address:	211 South Jefferson Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1426018	SWANK STAGE LIGHTING SERVICES	
Registration Number:	2558234	SWANK AUDIO VISUALS	
Registration Number:	2558551	PARTNER SWANK AUDIO VISUALS	
CORRESPONDENCE DATA			
Fax Number:	(314)250-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314.259.2000		
Email:	rglancaster@bryancave.com		
Correspondent Name:	Robert G. Lancaster		
Address Line 1:	211 North Broadway		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	C003166/0076162		
NAME OF SUBMITTER:	Robert G. Lancaster		
Signature:	/s/ Robert G. Lancaster		

CH \$90.00 1426018

Date:

11/19/2005

Total Attachments: 3

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CONFIRMATORY ASSIGNMENT AGREEMENT

THIS CONFIRMATORY ASSIGNMENT AGREEMENT, dated November _____, 2005, is hereby entered into by and between Swank Motion Pictures, Inc., a Missouri corporation having a business address located at 211 South Jefferson Avenue, St. Louis, Missouri 63103 ("Assignor") and Swank Trademark, L.L.C., a Delaware limited liability company having a business address located at 211 South Jefferson Avenue, St. Louis, Missouri 63103 ("Assignee").

RECITALS

WHEREAS, on November 22, 2004 ("Assignment Date"), Assignor and Assignee executed an Assignment Agreement, assigning all Assignor's right, title and interest, in to and under U.S. Trademark Registration Nos. 1,426,018; 2,558,234; and 2,558,551 to Assignee, which Assignment Agreement was recorded with the U.S. Patent & Trademark Office on November 14, 2005;

WHEREAS, prior to and as of the Assignment date, Assignor was operating an ongoing and existing business, owned, had adopted and used the service marks, trademarks, trade names and domain names set forth on the attached Schedule A in United States of America and throughout the world, and owned other transferable rights associated with its ongoing and existing business including, but not limited to, the good will of the business associated with said service marks, trademarks, domain names and trade names (collectively, the "Trademark Assets");

WHEREAS, Assignor and Assignee desire to confirm the assignment of various additional related common law trade marks, trade names and domain names, as set forth on Schedule A, attached hereto, as of the Assignment Date;

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby confirm that, as of the Assignment Date, it sold, assigned, and transferred and does hereby further sell, assign and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all other countries, in, to and under the Trademark Assets, including any and all goodwill associated therewith, all registrations therefore, all common law rights therein, any and all trademark and/or service mark rights related thereto, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Trademark Assets.

2. Miscellaneous. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademark Assets pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

SCHEDULE A

U.S. Trademark Registrations

Trademark	Int'l Cl.	Registration No.	Registration Date
SWANK STAGE LIGHTING SERVICES (Stylized)®	41	1,426,018	1/20/1987
SWANK AUDIO VISUALS and Design®	41	2,558,234	4/9/2002
PARTNER SWANK AUDIO VISUALS®	41	2,558,551	4/9/2002

Common Law Trademarks

SWANK AUDIO VISUALS
SWANK AUDIO VISUALS OF ARIZONA
SWANK AV
SWANK AUDIO VISUALS OF CANADA
SWANK AUDIO VISUALS DE MEXICO
SWANK AUDIO VISUALS OF PUERTO RICO

Trade Names

Swank Audio Visuals
Swank Audio Visuals, LLC
Swank Audio Visuals of Arizona
Swank Audio Visuals of Arizona, Inc.
Swank A-V, LLC
Swank A-V
Swank Audio Visuals of Canada
Swank Audio Visuals de Mexico, S.R.L. de C.V.
Swank Audio Visuals of Puerto Rico, LLC

Domain Names

Swankavlistens.com
Swankav.com
Swankaudiovisuals.com
Swankeventservices.com

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

SWANK MOTION PICTURES, INC.

By: *Paul K. Swank*

Title: President

Date: 11/18/05

SWANK TRADEMARK, LLC

By: *Paul K. Swank*

Title: President

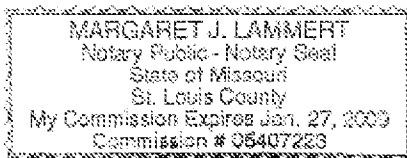
Date: 11/18/05

Subscribed and sworn to before me this

18th day of November 2005.

Margaret J. Lammert
Notary Public

My commission expires: Jan 27, 2009



Subscribed and sworn to before me this

18th day of November 2005.

Margaret J. Lammert
Notary Public

My commission expires: Jan 27, 2009

