

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:	12/07/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Frodo's Concepts, LLC		12/07/2005	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	The Saul Zaentz Company
Doing Business As:	DBA Tolkien Enterprises
Street Address:	2600 Tenth Street
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94710
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76557208	FRODO'S PIZZA
Serial Number:	76557209	FRODO'S PIZZA
Serial Number:	76557210	FRODO'S PIZZA

CORRESPONDENCE DATA

Fax Number: (415)217-5910
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415.434.1600
 Email: trademark@howardrice.com
 Correspondent Name: Carole F. Barrett
 Address Line 1: Three Embarcadero Center, 7th Floor
 Address Line 4: San Francisco, CALIFORNIA 94111-4024

CH \$90.00 76557208

ATTORNEY DOCKET NUMBER:	12224.03
NAME OF SUBMITTER:	Carole F. Barrett
Signature:	/CFB_lmd/
Date:	12/07/2005
Total Attachments: 2 source=frodos pizza_assignment#page1.tif source=frodos pizza_assignment#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of the 7th day of December, 2005 by and between Clement Clyde Roe, an individual residing in Greenville, South Carolina ("*Assignor*") and The Saul Zaentz Company d.b.a. Tolkien Enterprises, a Delaware corporation with principal offices located in Berkeley, California ("*Assignee*").

WHEREAS, Assignor is the applicant of record for U.S. Trademark Applications identified on Attachment 1 hereto (the "*Applications*"), filed with the U.S. Patent and Trademark Office for registration of the marks described therein (the "*Marks*"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest of Assignor in and to the Applications and the Marks, together with the goodwill of the business represented and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

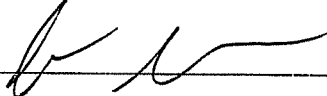
1. **Assignment.** Assignor assigns to Assignee all right, title and interest in and to the Marks, the goodwill pertaining thereto, the Applications, and the right to sue third parties for past violations of any rights pertaining thereto.

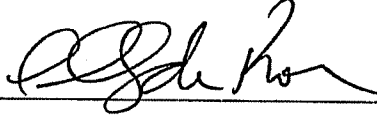
2. **Authority.** Each of the undersigned represents and warrants that he or she is duly authorized to sign this Assignment on behalf of the party that he or she represents.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first set forth above.

The Saul Zaentz Company d.b.a. Tolkien Enterprises

Clement Clyde Roe

By: 

By: 

Name: Albert M. Bendich

Title: Vice President

Attachment 1

Applications

1. U.S. Trademark Application Serial No. 76/557,208 (filed November 5, 2003)
2. U.S. Trademark Application Serial No. 76/557,209 (filed November 5, 2003)
3. U.S. Trademark Application Serial No. 76/557,210 (filed November 5, 2003)