

**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
RWS, Inc.		11/15/2005	CORPORATION: ARIZONA

**RECEIVING PARTY DATA**

Name:	Desi Network, Inc.
Also Known As:	AKA DNI
Street Address:	5032 E. Camino Alisa
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85718
Entity Type:	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	76534996	POSTAL BABES
Serial Number:	76534997	POSTAL BABES
Serial Number:	76535034	POSTAL BABE
Serial Number:	76535623	POSTAL BABES
Registration Number:	2739382	POSTAL
Registration Number:	2749544	RUNNING WITH SCISSORS

**CORRESPONDENCE DATA**

Fax Number: (310)226-2422  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (310)226-2420  
 Email: danderson@offneranderson.com  
 Correspondent Name: David L. Anderson  
 Address Line 1: 1900 Avenue of the Stars  
 Address Line 2: Suite 975

OP \$165.00 76534996

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:

David L. Anderson

Signature:

/David L. Anderson/

Date:

12/12/2005

Total Attachments: 4

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## RWS, INC. ASSIGNMENT AGREEMENT

This assignment agreement ("Agreement") is made as of 11/15, 2005 ("Effective Date") by and between RWS, Inc. ("RWS"), an Arizona corporation with an address of 4729 E. Sunrise Drive, #409, Tucson, AZ 85718, and Desi Network, Inc. ("DNI"), an Arizona corporation with an address of 5032 E. Camino Alisa, Tucson, AZ 85718.

WHEREAS, RWS is the owner of the property known as "RUNNING WITH SCISSORS® AND POSTAL™ BRANDS AND RELATED PRODUCTS" (the "Property"), which is described on Exhibit A.

WHEREAS, DNI wishes to acquire all rights in and to the Property, and anything derived therefrom.

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

1. Assignment. RWS hereby irrevocably and unconditionally sells, assigns and grants to DNI throughout the universe in perpetuity exclusively without limitation or reservation (collectively the "Rights") all right, title and interest that RWS has, and may have, in and to the Property, including, without limitation, copyright, trademarks, patents, service marks, trade secrets and all proprietary rights of any kind therein and the results and proceeds of any and all services (the "Services") provided by RWS in relation to the Property including without limitation, all bibles, stories, scripts, drawings, plots, themes, symbols, designs, works, lyrics, software, materials, ideas, concepts, titles, formats, locations, settings, and characters (including, without limitation, the names, likenesses, and visual representations of characters created, described or portrayed in any of the above) created by RWS in connection with the Property and Services (including all derivative elements or works associated therewith) (collectively, the "Materials") and including all renewals, reverted copyrights and rights of copyright reversion relating to the Materials and all other rights and causes of action, powers, and benefits associated therewith. DNI will have the unlimited and unfettered perpetual right to exploit the Rights, Property, Services and Materials in any and all manner and means of communication and exploitation now known or hereafter devised, including without limitation, all audio-visual, interactive, commercial, allied, ancillary and merchandising rights therein.

1.1. To the fullest extent permissible by law, RWS hereby irrevocably and unconditionally waives in perpetuity any moral rights, droit morale or similar rights under the laws of any jurisdiction that RWS may have with respect to the Property, Services and Materials and acknowledges that this waiver may be invoked by all licensees and assignees of DNI. RWS hereby irrevocably and unconditionally assigns to DNI the right to claim damages for infringement of copyright and moral rights in respect of the Services and Materials. RWS shall not institute any action on the ground that any change, deletion, addition or other use of the Services or Materials violates such rights.

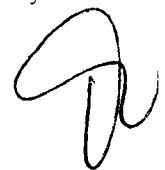
1.2. For the purposes of U.S. copyright law, the Services shall be deemed a "work made for hire" under 17 U.S.C. §101 of the U.S. Copyright Act, and DNI is thereby the sole author of the Materials and the sole, full and irrevocable owner of any and all rights of every kind and nature whatsoever therein, whether now known or developed in future including, without limitation, any and all copyrights, extensions and renewals of copyright, moral rights, and rental and lending rights, with the right to make any and all uses of the Materials (and any and all deletions from, additions to, or changes to the Materials that DNI deems necessary or desirable, in its sole and unfettered discretion, as such sole author), throughout the universe, in any and all media and manner of communication and trade whether now known or developed in future. If and to the extent that the Materials are found not to be a "work made for hire," RWS hereby confirms the irrevocable assignment to DNI of all right, title and interest (including, without limitation, copyright) to the Property, Services and Materials set out above in this Agreement.

2. Consideration. As sole consideration for the grant and assignment of rights herein, DNI shall pay RWS (\$100) within thirty (30) days of mutual execution hereof.

3. Representations and Warranties.

3.1 RWS hereby warrants and represents that: (i) it is an Arizona corporation and (ii) it has the authority to enter into this Agreement.

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3.2 DNI hereby warrants and represents that: (i) it is an Arizona corporation and (ii) it has the authority to enter into this Agreement.

4. No Obligation to Exploit. It is understood and agreed that DNI shall have no obligation to develop, produce, complete, release, distribute, advertise or exploit any Rights granted hereunder, or to utilize the services of RWS and RWS releases DNI from any liability for any loss or damage it may suffer by reason of DNI's failure to produce, complete, release, distribute, advertise or exploit any such Rights.

5. Remedies. The sole remedy of RWS for any breach or alleged breach by DNI of this Agreement will be an action at law for damages, if any, and RWS will have no right, and will not seek, by reason of any such breach or alleged breach to rescind this Agreement or any of the rights granted under this Agreement or to enjoin or restrain the production, promotion, distribution, broadcast or other exploitation of any Rights granted under this Agreement. All remedies of DNI will be cumulative and the pursuit of one remedy will not be deemed a waiver of any other remedy.

6. Assignment. DNI has the right to assign, in whole or in part, any or all of its rights and obligations under this Agreement. RWS may not assign any of RWS' rights and obligations under this Agreement.

7. Further Document Protection. RWS shall perform such further acts and execute and deliver such further documents as DNI may reasonably require to evidence or give full effect to the terms of this Agreement in accordance with its true intent and meaning within ten (10) business days of written request by DNI, failing receipt, RWS hereby grants to DNI a power, coupled with an interest and with full power of substitution, to execute and deliver such documents as RWS' attorney in fact.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all previous agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written, oral or otherwise, between the parties and their representatives. This Agreement may not be modified except by written agreement of the parties.

9. Infringement by Third Parties. DNI shall have the right to bring an action in the name of DNI and/or RWS against third parties to enforce the rights granted to it hereunder and to make all decisions with respect to such enforcement. In connection therewith, DNI may join RWS as a party plaintiff in such actions and RWS will cooperate with DNI, provided that DNI shall bear all expenses of bringing the action.

10. Relationship of the Parties. Nothing in this Agreement shall be construed so as to create a partnership or joint venture between the parties, or to make either of the parties the agent of the other. The parties are independent contractors and no employment relationship between the parties is created hereby.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona and the United States applicable to agreements executed and to be wholly performed therein. The parties hereto agree that any dispute arising out of or relating to this Agreement may be instituted and prosecuted in the courts of competent jurisdiction of the State of Arizona located in Pima County, and the parties hereto irrevocably submit to the jurisdiction of said courts and waive any rights to object to or challenge the appropriateness of said forums.

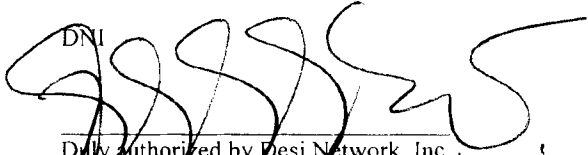
12. This Agreement shall be binding on the parties' successors and assigns.


13. Counterparts. This Agreement may be executed in two or more counterparts, the sum of which shall constitute a complete instrument.

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IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, and intending to be legally bound, have executed this Agreement on the Effective Date.

DNI  
  
Duly authorized by Desi Network, Inc.  
Print name: Vincent Desiderio  
Print title: President

RWS  
  
Duly authorized by RWS, Inc.  
Print name: V. Desiderio  
Print title: CEO



**EXHIBIT A**

**PROPERTY**

**RUNNING WITH SCISSORS® AND POSTAL™ BRANDS AND RELATED PRODUCTS**

- Running With Scissors® brand, name, logo and any and all related products and/or properties now known or hereafter conceived, developed, published, distributed or licensed; and
- Postal™ brand, name, logo and any and all related products and/or properties now known or hereafter conceived, developed, published, distributed or licensed, including, but not limited to, the Postal Babes® brand, name, trademark, logo and any and all related products; any and all Postal™ Gear products; the Postal™ newsletter; and the following games: POSTAL, Special Delivery, POSTAL 2, Share The Pain, and Apocalypse Weekend.

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