

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Swank Motion Pictures, Inc.

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

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

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Swank Trademark, LLC

Internal Address: \_\_\_\_\_

Street Address: 211 South Jefferson Avenue

City: St. Louis

State: Missouri

Country: USA      Zip: 63103

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship \_\_\_\_\_

Other LLC      Citizenship Delaware

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)

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

Execution Date(s) November 22, 2004

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

**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)

See attached.

Additional sheet(s) attached?  Yes  No

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

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

Name: Bryan Cave LLP

Internal Address: Robert G. Lancaster

Street Address: 211 North Broadway

City: St. Louis

State: MO      Zip: 63102

Phone Number: (314) 259-2000

Fax Number: (314) 259-2020

Email Address: rglancaster@bryancave.com

**6. Total number of applications and registrations involved:** 3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 90.00

- 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 02-4467

Authorized User Name Robert G. Lancaster

9. Signature: Robert G. Lancaster

Signature

11/14/05

Date

Robert G. Lancaster

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 (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 024467 1426018

U.S. Trademark Registrations

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

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT (the "Assignment")**, effective as of November 22, 2004, 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, LLC, a Delaware limited liability company having a business address located at 211 South Jefferson Avenue, St. Louis, Missouri 63103 ("Assignee").

### RECITALS

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

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Trademark Assets;

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

1. **Assignment.** Assignor does hereby 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, dilution, 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, or other rights associated with the portion of the business to which the Trademark Assets pertain.

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.

SWANK TRADEMARK, LLC

By: *Tim K. Fab*

By: *Tim K. Fab*

Title: *Pres.*

Title: *Pres.*

Date: *11/22/04*

Date: *11/22/04*

Subscribed and sworn to before me this

Subscribed and sworn to before me this

*22<sup>nd</sup>* day of *November* 2004.

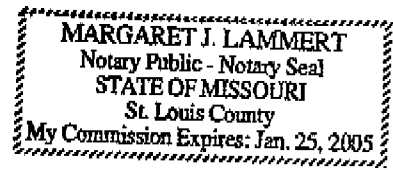
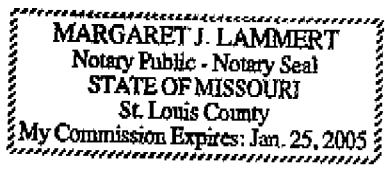
*22<sup>nd</sup>* day of *November* 2004.

*Margaret J. Lammert*  
Notary Public

*Margaret J. Lammert*  
Notary Public

My commission expires: *Jan 25, 2005*

My commission expires: *Jan 25, 2005*



SCHEDULE AU.S. Trademark Registrations

<u>Trademark</u>	<u>Int'l Cl.</u>	<u>Registration No.</u>	<u>Registration Date</u>
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PARTNER SWANK AUDIO VISUALS <sup>®</sup>	41	2,558,551	4/9/2002

Common Law Trademarks/Trade Names

N/A

Domain Names

N/A