

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/31)

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

10-27-2005
103108282

10/24/05
To the Director of the U. S. Patent and Trademark Office: Please fax documents or the new address(es) below.

1. Name of conveying party(ies):
PlayStream, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company (Washington)

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached?

Name: PlayStream, Inc.
Internal
Address: Suite 100
Street Address: One Jenner
City: Irvine
State: California
Country: United States Zip: 92612

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship United States (Nevada)
 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)

3. Nature of conveyance / Execution Date(s) :
Execution Date(s) October 5, 2005

Assignment Merger
 Security Agreement Change of Name
 Other Asset Sale

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) 2,450,597; 2,657,605; and 2,606,804

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLAYSTREAM; PLAYSTREAM.COM; and DIGITAL RIGHTS MEDIA

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

Name: J. Douglas Shepherd
Internal Address: Suite 350
Street Address: 4 San Joaquin Plaza
City: Newport Beach
State: California Zip: 92660
Phone Number: (949) 721-5565
Fax Number: (949) 721-5565
Email Address: jds@bblawgroup.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

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. Douglas Shepherd Signature 10/20/05 Date

J. Douglas Shepherd
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

10/25/2005 ECDPER 00000025 2450597

01 FC:8521
02 FC:8522

40.00 DP
30.00 DP

700244980

TRADEMARK
REEL: 003262 FRAME: 0389

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of April 27, 2005 (the "Effective Date"), by and between PlayStream, LLC, a Washington limited liability company having a place of business at 100 4th Avenue North, Suite #400, Seattle, Washington 98109 (hereinafter referred to as "ASSIGNOR"), and PlayStream, Inc., a Nevada corporation having a place of business at One Jenner, Suite 100, Irvine, California 92612 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations (relating to the Trademarks) listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR worldwide as of the Effective Date; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and the Registrations worldwide, and any other registered or unregistered trademarks owned or used by ASSIGNOR worldwide as of the Effective Date;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR as of the Effective Date;

together with the goodwill symbolized by said Trademarks, Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR as of the Effective Date concurrent with the transfer of certain tangible assets as indicia of said goodwill.

ASSIGNOR: PlayStream, LLC
a Washington corporation

ASSIGNEE: PlayStream, Inc.
a Nevada corporation

By: 

By: 

Name: George Grubb

Name: Arturo Sida

Its: President

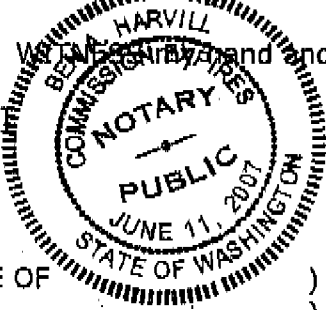
Its: Chief Legal Officer

TRADEMARK

REEL: 003262 FRAME: 0390

STATE OF Washington)
COUNTY OF King) ss.

On 10.5.2005, before me, Ben A. Harvill, personally appeared George E. Crabb personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.



[SEAL] WITNESS my hand and official seal.

Ben A. Harvill
Signature
My Commission Expires June 11, 2007

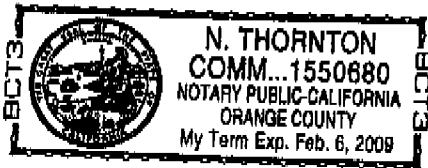
STATE OF)
COUNTY OF) ss.

On 10/17/05, before me, Nicole Thornton personally appeared Arturo Sida personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

N. Thornton
Signature



SCHEDULES TO TRADEMARK ASSIGNMENT**SCHEDULE A**

Marks: PLAYSTREAM
DIGITAL RIGHTS MEDIA
PLAYSTREAM.COM

SCHEDULE B

Federal Trademark Registration(s):

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS(ES)</u>
PLAYSTREAM	2,450,587	May 15, 2001	038, 039, 042
DIGITAL RIGHTS MEDIA	2,606,804	August 13, 2002	042
PLAYSTREAM.COM	2,657,605	December 10, 2002	038, 039, 042

Federal Trademark Application(s): NONE.

State Trademark Registration(s): NONE.