

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Trademark Registration Number previously recorded on Reel 003262 Frame 0389. Assignor(s) hereby confirms the Asset Sale and Assignment of all right, title and interest.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PlayStream, LLC		10/05/2005	LIMITED LIABILITY COMPANY: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	PlayStream, Inc.
<b>Street Address:</b>	One Jenner
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92612
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2450587	PLAYSTREAM

**CORRESPONDENCE DATA**

Fax Number: (949)721-5555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (949) 721-5565  
 Email: jds@bblawgroup.com  
 Correspondent Name: J. Douglas Shepherd  
 Address Line 1: 4 San Joaquin Plaza  
 Address Line 2: Suite 350  
 Address Line 4: Newport Beach, CALIFORNIA 92660

<b>ATTORNEY DOCKET NUMBER:</b>	5761
<b>NAME OF SUBMITTER:</b>	J. Douglas Shepherd

OP \$40.00 2450587

Signature:

/J. Douglas Shepherd/

Date:

03/13/2006

**Total Attachments: 6**

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FROM : BAINBRIDGE LAW GROUP, P.C.

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Form PTO-1594 (Rev. 07/05)  
OMB Collection 0851-0027 (exp. 8/35)

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

10-27-2005  
10/24/05  
103108282

To the Director of the U. S. Patent and Trademark Office:  Old documents and 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; 2,657,805; 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 Shephard  
 Internal Address: Suite 350  
 Street Address: 4 San Joaquin Plaza  
 City: Newport Beach  
 State: California Zip: 92860  
 Phone Number: (949) 721-5555  
 Fax Number: (949) 721-5555  
 Email Address: jdsh@bblawgroup.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 \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** J. Douglas Shephard 10/20/05  
 Signature Date  
 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 (877) 273-8148, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1430

10/25/2005 EDCRPER 00000825 8454597

01 FC:MSR1  
02 FC:MSR2

40.00 SP  
50.00 SP

**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 4<sup>th</sup> 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;

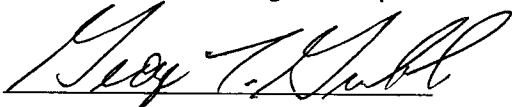
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

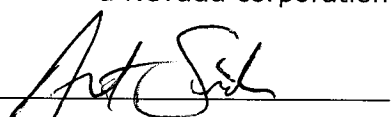
- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR as of the Effective Date;

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

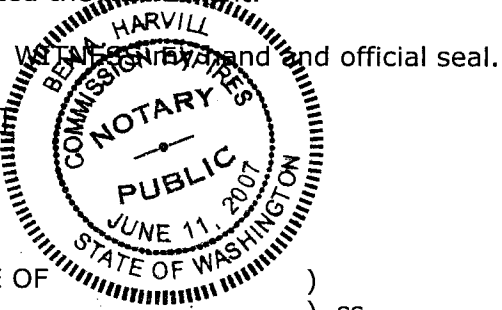
**ASSIGNEE:** PlayStream, Inc.  
a Nevada corporation

By:   
Name: George Grubb  
Its: President

By:   
Name: Arturo Sida  
Its: Chief Legal Officer

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

On 10.5.2005, before me, Ben A. Harvill, personally appeared George Grubb 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.



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

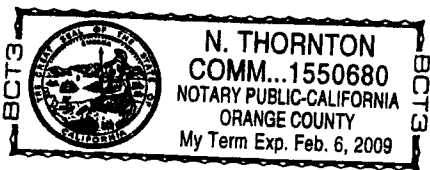
STATE OF )  
 ) ss.  
COUNTY OF )

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.