

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RSVP Productions, Inc.		02/23/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ShuttleCraft Acquisition Corp.		
<b>Street Address:</b>	1355 Sansome Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	75085471	CLUB RSVP	
Serial Number:	78755264	RSVIP	
Serial Number:	78755260	RSVP	
Serial Number:	75085464	IT'S ABOUT YOUR JOURNEY ON THIS PLANET!	
Serial Number:	73219453	RSVP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415.434.1600		
<b>Email:</b>	trademark@howardrice.com		
<b>Correspondent Name:</b>	Carole F. Barrett		
<b>Address Line 1:</b>	Three Embarcadero Center, 7th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-4024		
<b>ATTORNEY DOCKET NUMBER:</b>	15320.22		

**CH \$140.00 75085471**

NAME OF SUBMITTER:	Carole F. Barrett
Signature:	/CFB_lmd/
Date:	03/14/2006
Total Attachments: 3 source=15320_22_Bill of Sale#page1.tif source=15320_22_Bill of Sale#page3.tif source=15320_22_Bill of Sale#page5.tif	

## BILL OF SALE

### RECITALS

A. **RSVP PRODUCTIONS, INC.**, a Minnesota corporation having a principal place of business at 2535 25th Avenue South, Minneapolis, MN 55406-1234 ("**RSVP**") and **SHUTTLECRAFT ACQUISITION CORP.**, a Delaware corporation having a principal place of business at 1355 Sansome Street, San Francisco, CA 94111 (the "**Buyer**") are parties to that certain Asset Purchase Agreement, dated as of January 19, 2006 (the "**Purchase Agreement**"), which Purchase Agreement contemplates the acquisition by the Buyer of the Assets identified therein. Capitalized but undefined terms used herein shall have the respective meanings ascribed to such terms under the Purchase Agreement.

B. Pursuant to the Purchase Agreement, RSVP and the Buyer mutually desire to perfect and confirm the sale of the Assets to the Buyer, and to ensure that the assignment records of any government agency with jurisdiction over the filing, grant, renewal and enforcement of rights in and to such Assets reflect the correct ownership of certain specific Assets being transferred to the Buyer.

### WITNESSETH


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. RSVP does hereby sell, assign, transfer, convey and deliver unto the Buyer, its successors and assigns, all of RSVP's entire worldwide right, title and interest in and to all properties, rights, interests and other tangible and intangible assets of RSVP (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), except for the Excluded Assets.

2. Without limiting the generality of the foregoing, the Assets shall include, to the extent not constituting Excluded Assets: all equipment, materials, prototypes, tools, supplies, vehicles, furniture, fixtures, improvements and other tangible assets of RSVP (including the tangible assets specifically identified in Part 2.8 of the Disclosure Schedule to the Purchase Agreement); all advertising and promotional materials owned by or licensed to RSVP; all Seller IP, to the extent assignable on the date hereof (including the Intellectual Property and Intellectual Property Rights held by RSVP specifically identified in Part 2.10 of the Disclosure Schedule, as well as the Seller IP specifically identified on **EXHIBIT A** attached hereto); all rights of RSVP under the Seller Contracts, to the extent assignable on the date hereof (including all office leases, equipment leases, printing Contracts, licensing agreements and all of the other Seller Contracts identified in Part 2.11 of the Disclosure Schedule, to the extent assignable on the date hereof), other than accounts receivable; all Governmental Authorizations held by RSVP, to the extent assignable on the date hereof (including specifically the Governmental Authorizations held by RSVP identified in Part 2.15 of the Disclosure Schedule, to the extent assignable on the date hereof); all claims (including claims for past infringement or misappropriation of Intellectual Property or Intellectual Property Rights, to the extent assignable on the date hereof, but excluding claims related to the Excluded Assets) and causes of action of RSVP against other Persons (regardless of whether or not such claims and causes of action have been asserted by the Seller), to the extent assignable on the date hereof and all rights of indemnity, warranty rights, rights of contribution (but excluding such rights relating to the Excluded Assets), and rights of recovery possessed by RSVP (regardless of whether such rights are currently exercisable), to the extent assignable on the date hereof; and all books, records, files and data of RSVP relating to the Assets (in the case of documentation of relevance solely to the Assets, originals; in the case of other documentation, copies only).

This **BILL OF SALE** has been signed at Minneapolis, Minnesota, effective as of March 4, 2006.

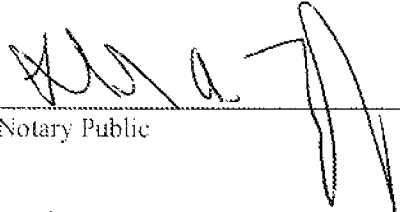
**RSVP PRODUCTIONS, INC.,**  
a Minnesota corporation

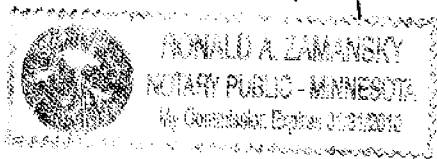
By:   
Name: Paul Figlmiller  
Title: President

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this 23<sup>rd</sup> day of February, 2006, Paul Figlmiller, known to me as the President of RSVP Productions, Inc., a Minnesota corporation (the "*Company*"), personally appeared before me, a Notary Public in and for the aforesaid county, and acknowledged that he has executed the foregoing instrument on behalf of the Company having the authority to do so.

(SEAL)

  
Notary Public



Trademarks

Mark	Application No.	Date filed	Registration No.	Registration date
RSVP and design	73/219,453	6/13/1979	1,160,334	7/7/1981
IT'S ABOUT YOUR JOURNEY ON THIS PLANET!	75/085,464	4/8/1996	2,054,882	4/22/1997
CLUB RSVP and design	75/085,471	4/8/1996	2,061,011	5/13/1997
RSVP & Design (new)	78/755,260	11/16/2005	pending	
RSVIP & Design	78/755,264	11/16/2005	pending	