

Re: Document ID # 700244890

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):

DG HOLDINGS, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation- State: California, Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) As of: 2/1/06

- Assignment, Merger, Security Agreement, Change of Name, Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AMAZING NETWORKS, LLC

Internal

Address:

Street Address: One Metro Park Drive

City: Cranston

State: Rhode Island

Country: USA Zip: 02910

- Association, General Partnership, Limited Partnership, Corporation, Other limited liability

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

1. Serial #:78543520

B. Trademark Registration No.(s)

1. Reg. #:2797739

Additional sheet(s) attached? Yes No

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

- Wordmark:DVDEXPLORER.COM-Serial#78543520 Service mark; Wordmark:ADULTDVDEXPLORER.COM-Reg.#2797739 Service mark

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

Name: Karen S. Fink, Esquire

Internal Address: c/o MetCap Management, LLC

Street Address: 1060 Park Avenue

City: Cranston

State: Rhode Island Zip: 02910

Phone Number: 401-464-4800

Fax Number: 401-943-6363

Email Address: KFink@evcmail.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card, Authorized to be charged to deposit account, Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 6120 Expiration Date 03/09

b. Deposit Account Number

Authorized User Name

9. Signature:

[Handwritten Signature]

Signature

3/9/06

Date

KAREN S. FINK

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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

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Form PTO-1594 (Rev. 07/05)
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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.

<p>1. Name of conveying party(ies): DG Holdings, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>California</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>Amazing Networks, LLC</u> Internal Address: _____ Street Address: <u>One Metro Park Dr.</u> City: <u>Cranston</u> State: <u>Rhode Island</u> Country: <u>USA</u> Zip: <u>02910</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>limited liability co.</u> Citizenship <u>CA</u> if assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance / Execution Date(s): Execution Date(s) <u>AS OF: 2/1/06</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) 1. Serial #: <u>78543520</u></p> <p>B. Trademark Registration No.(s) 1. <u>2797739</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p> <p>1. Wordmark: <u>DVDEXPLORER.COM - Serial#78543520 Service mark</u> 2. Wordmark: <u>ADULTDVDEXPLORER.COM-Req.#2797739 Service mark</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>KAREN S. FINK, Esq.</u> Internal Address: _____ <u>c/OMETCapManagement, LLC</u> Street Address: <u>1060 Park Ave.</u> City: <u>Cranston</u> State: <u>RI</u> Zip: <u>02910</u> Phone Number: <u>401-454-4800</u> Fax Number: <u>401-943-6363</u> Email Address: <u>KPink@cvccemail.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ <u>65.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>6120</u> Expiration Date <u>03/2006</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature: <u>Karen S. Fink</u> <u>2/17/06</u> Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</p> <p style="text-align: center;">Name of Person Signing</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-9140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1458, Alexandria, VA 22313-1450

AGREEMENT OF ASSIGNMENT

THIS AGREEMENT is entered into as of the 24th day of JANUARY, 2006, by and between DG Holdings, Inc. (the "Assignor") and Amazing Networks, LLC (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the registrant of those certain service marks with (i) serial number 78543520 as filed with the United States Patent And Trademark Office on January 6, 2005 and known as word mark "DVDEXPLORER" and (ii) registration number 2797739 as filed with the United States Patent And Trademark Office on January 16, 2003 and known as word mark "ADULTDVDEXPLORER.COM" (hereinafter the "Marks"); and

WHEREAS, the Assignor is assigning to the Assignee all of Assignor's rights, interests and title in and to each of the Marks; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Assignment and Acceptance.** Effective as of the date of Closing as defined in that certain Purchase Agreement for Business Assets dated December 1, 2005 by and between the Assignor and Assignee (the "Purchase Agreement"), the Assignor hereby assigns, conveys, transfers, sets over and delivers to the Assignee, and the Assignee hereby accepts, all of the right, title and interest of the Assignor in and to each of the Marks.
2. **Representations, Warranties and Covenants.** The Assignor hereby represents, warrants and covenants to the Assignee that the Assignor has not executed any prior assignment of the Marks, either orally or in writing.
3. **Indemnification.** Each of the Assignor and the Assignee agrees to defend, indemnify and hold harmless the other from and against any breach of the respective party's warranties, representations and covenants as set forth in this Agreement or in any other document or instrument executed by such party in connection with the matters contemplated herein.
4. **Mutual Release and Covenant Not to Sue.** The Assignor and the Assignee hereby release and forever discharge one another from any and all manner of actions, causes of action, suits, debts, accounts, contracts, claims, demands, agreements, controversies, judgments, obligations, damages and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, which either of them ever had, now has or hereafter may have, or claim to have, against the other by reason of any act, transaction, practices, conduct

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or admission of any of them or any matter, cause, effect or any thing of any kind whatsoever that arose or occurred prior to the date hereof.

5. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Rhode Island.

6. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, transferees and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto all as of the day and year first above written.

WITNESS:




ASSIGNOR:

DG HOLDINGS, INC.

By: 
Name: Gregory A. R.
Title: President

ASSIGNEE:

AMAZING NETWORKS, LLC

By: Mer-Cap Enterprises, LLC,
Manager
By: 
Name: Anthony E. Nota
Title: Authorized Person

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