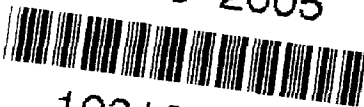


12-13-2005

RE



11/14/05

103135269

To the Director of the U. S. Patent and Trademark Office, [Address] or the new address(es) below.

1. Name of conveying party(ies):

Leisure Arts, Inc.

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

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 10/31/05

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Mario Chiodo Studios, Inc.

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

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

Street Address: 1919 Peralta Street

City: Oakland

State: CA

Country: USA Zip: 94607

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship California
- 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)

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)

Please 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):  
please see attached

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

Name: Sally S. Reilly

Internal Address: Legal Department

Street Address: 2100 Lakeshore Drive

City: Birmingham

State: AL Zip: 35209

Phone Number: 205-445-6141

Fax Number: 205-445-6810

Email Address: sally\_reilly@timeinc.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00

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

8. Payment Information:

a. Credit Card Last 4 Incess fan  
Expiration \_\_\_\_\_

b. Deposit Account Number 501904

Authorized User Name Sally S. Reilly

9. Signature:

Sally S. Reilly  
Signature

Sally S. Reilly  
Name of Person Signing

11/7/05  
Date

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

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

## ASSIGNMENT

**WHEREAS**, Leisure Arts, Inc., a Delaware corporation ("Owner") acquired, used and is using and is the owner, to the best of its knowledge, as of September 9, 2003, of the intangible properties, trademarks and service marks set forth on Exhibits A and A-1 hereto; and

**WHEREAS**, Owner and Mario Chiodo Studios, Inc., a California corporation ("Assignee") have entered into a Termination and Purchase and Sale Agreement dated as of September 9, 2003 ("The Agreement") whereby Owner agreed to sell, transfer, convey and assign to Assignee and Assignee agreed to purchase all of Owner's right, title and interest in and to such intangible properties, trademarks and service marks'

**NOW, THEREFORE**, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby sells, assigns, transfers and conveys to Assignee as of September 9, 2003 all of Owner's right, title and interest in and to such intangible properties, trademarks and servicemarks, the goodwill symbolized thereby, and the registrations and applications for registration listed on Exhibits A and A-1, free and clear of all liens and encumbrances, together with the right to recover for past acts of infringement.

**IN WITNESS WHEREOF**, Owner has caused this Assignment to be executed by its duly authorized officer as of the 9<sup>th</sup> day of September, 2003.

LEISURE ARTS, INC.

By:

Title:

*Tom Lichtenberger*  
*VP - Chief Operating Officer*



## Exhibit A

1. The right to use the trademark “New Vision” and the trademarks, trademark licenses, trade names, mastheads, brand names, slogans, copy rights, know-how, formulas, trade secrets and all other intangible assets related to or associated with the name “New Vision” or associated with any Products as such term is defined in the Agreement (together, with all proposed or pending applications for any of the above, if and as appropriate), together with any interest in the foregoing which is owned or used by, registered in the name of, Owner set forth upon Exhibit A-1 to this Assignment.
2. All logos owned or used by Owner and associated with the trademark “New Vision” and the trademarks, trademark licenses, trade names, mastheads, brand names, slogans, copy rights, know-how, formulas, trade secrets and all other intangible assets related to or associated with the name “New Vision” or associated with any Products.
3. All of Owner’s right, title and interest in and to the website “HalloweenNights.com”.

