

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beate Works, Inc.		03/03/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Corbis Corporation		
Street Address:	710 Second Avenue		
Internal Address:	Suite 200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78737148	INSIDEOUTPIX	
Serial Number:	78725893	BEATEWORKS@HOME	
CORRESPONDENCE DATA			
Fax Number:	(206)373-6100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 373-6000		
Email:	legal@corbis.com		
Correspondent Name:	Corbis Corporation - Cynthia Sharp		
Address Line 1:	710 Second Avenue		
Address Line 2:	Suite 200		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Cynthia Sharp		
Signature:	//cynthia sharp//		

OP \$65.00 78737148

Date:

04/07/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment"), dated March 2, 2006, is made effective as of March 3, 2006 from Beate Works, Inc., a California corporation with its principal corporate offices at Suite 440 11022 Santa Monica Boulevard, Los Angeles, CA 90025 ("Assignor"), to Corbis Corporation, a Washington corporation with its principal corporate offices at 710 2nd Avenue, Suite 200, Seattle, WA 98104 ("Assignee");

WHEREAS, Assignor is the owner of the trademarks set forth on Exhibit A attached hereto and incorporated by reference herein (the "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damaged, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks. Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing , completing, or vesting in Assignee full right, title, and interest in the Marks.

IN WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

BEATE WORKS, INC.,

By: Beate Chelette
Beate Chelette, Chief Executive Officer

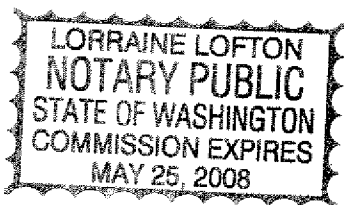
STATE OF Washington)
) ss.
County of King)

On this 2nd day of March, 2006, before me appeared Beate Chelette, the person who signed this instrument on behalf of Beate Works, Inc., who, being by me duly sworn, acknowledged that she was the Chief Executive Officer of Beate Works, Inc., and has signed said instrument with the free and voluntary act and with the authority to act on behalf of said corporation.

Lorraine Lofton
Notary Public in the State of Washington,

residing at: Seattle

My commission expires: 5/25/08



TRADEMARK ASSIGNMENT

SCHEDULE A

Federal Trademark Applications:

Serial Number

78737148

78725893

Word Mark

InsideOutPix

beatworks@home