

**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>
Site Works, Inc.	FORMERLY Grover & Harrison, Inc.	02/01/2006	CORPORATION: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ValleyCrest Companies, Inc.		
<b>Street Address:</b>	24151 Ventura Boulevard		
<b>City:</b>	Calabasas		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91302		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2352217	SITE WORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)201-2318		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(310) 201-7418		
<b>Email:</b>	mcooke@ggfirm.com		
<b>Correspondent Name:</b>	Michelle A. Cooke		
<b>Address Line 1:</b>	1900 Avenue of the Stars, 21st Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	24074-00405		
<b>NAME OF SUBMITTER:</b>	Michelle A. Cooke		
<b>Signature:</b>	/Michelle Cooke/		
<b>Date:</b>	04/18/2006		

**CH \$40.00 2352217**

Total Attachments: 1  
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**ASSIGNMENT OF TRADEMARK**

This Assignment of Trademark ("Assignment") is effective as of February 1, 2006. WHEREAS, Site Works, Inc. an Alabama Corporation, having its principal place of business at 148 East 15<sup>th</sup> Avenue, Gulf Shores, Alabama ("Assignor"), is the owner of U.S. Trademark Registration Number 2,352,217 for SITE WORKS (Stylized) in international classes 37 and 42 ("Trademark"); and

WHEREAS, ValleyCrest Companies, a California Corporation, having its principal place of business at 24151 Ventura Boulevard, Calabasas, CA 91302 ("Assignee"), acquired ownership of Assignor by way of Asset Purchase Agreement with an effective date of February 1, 2006, including all rights, title and interest in the Trademark together with the goodwill symbolized by the Trademark.

NOW, THEREFORE, as the parties desire to confirm that for good and valuable consideration, Assignor has assigned to Assignee, its successors and assigns, all right, title and interest in and to the Trademark (as well as any applications and/or registrations for the Trademark owned by Assignor and/or Assignor's subsidiaries or principals) including, but not limited to the application/registration indicated above together with the goodwill symbolized by said Trademark and all of Assignor's rights to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademark or the associated goodwill.

Assignor further agrees that, without further consideration, it will perform such other lawful acts, and execute such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark, provided that all costs associated with the performance of such action and preparation, review and execution of such documentation shall be borne entirely by Assignee.

THIS ASSIGNMENT OF TRADEMARK shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Site Works, Inc.

By: Lois Shindelbower  
Lois Shindelbower  
Title: Owner

ValleyCrest Companies, Inc.

By: William N. Cohen  
Name: William N. Cohen  
Title: Vice President

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