

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Dickson Courtney Silberberg		05/08/2006	INDIVIDUAL: UNITED STATES
Jacquelyn Kinkade Silberberg		05/08/2006	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Northfork Entertainment Corporation		
<b>Street Address:</b>	345 Park Avenue		
<b>Internal Address:</b>	c/o Loeb & Loeb LLP		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10154		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2567583	VANTAGE ENTERTAINMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)407-4990		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-407-4000		
<b>Email:</b>	adeneve@loeb.com		
<b>Correspondent Name:</b>	Alexandra N. DeNeve		
<b>Address Line 1:</b>	Loeb & Loeb LLP, 345 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10154		
<b>ATTORNEY DOCKET NUMBER:</b>	202830-10041		
<b>NAME OF SUBMITTER:</b>	Alexandra N DeNeve		
<b>Signature:</b>	/and/		

CH \$40.00 2567583

Date:

05/10/2006

**Total Attachments: 3**

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FROM : Kinkade

PHONE NO. : 619 755 4569

May. 08 2006 04:20PM P1

**TRADEMARK ASSIGNMENT AGREEMENT**

This ASSIGNMENT AGREEMENT is made and effective as of the 8<sup>TH</sup> day of MAY, 2006 by and between Northfork Entertainment Corporation ("Buyer"), a Delaware corporation, with principal offices at c/o Loeb & Loeb LLP, 345 Park Avenue, New York, New York, 10154, and D. Courtney Silberberg and Jacquelyn Kinkade Silberberg (collectively "Sellers"), individuals with a principal address of 22431 Miranda Street, Woodland Hills, California, 91367.

WHEREAS, Sellers own all rights, title, and interest in and to (a) a federal trademark registration, U.S. No. 2,567,583 for the mark VANTAGE ENTERTAINMENT (the "Mark") for use in connection with education and entertainment services, namely script writing, producing and directing of motion picture films, television shows, video and audio recordings, live performances, theater productions, and television and radio programs for transmission via broadcast, cable, digital and global computer network, and publication of accompanying materials in the form of books, magazines, and newsletters; and (b) a California State trademark registration for the Mark, State Reg. No. 54735 for use in connection with educational and entertainment services, namely writing, producing, directing and development of creative material, including but not limited to motion pictures, television, video, publishing, music, theater and the Internet (collectively both the federal and state registrations are referred to hereinafter as the "Registrations");

WHEREAS, Sellers own all goodwill associated with an ongoing and existing business and connected to the Mark and the Registrations; and

WHEREAS, Buyer desires to acquire from Sellers the Mark, the Registrations and the associated goodwill connected to the Mark and Registrations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Sellers hereby assign to Buyer all rights, title and interest in and to the Mark and the Registrations held or acquired at any time by Sellers throughout the world, including but not limited to the associated goodwill of the ongoing and existing business connected to the Mark and Registrations, all common law rights, and any domain name registrations incorporating the Mark (or variations thereof), free and clear of all liens, options, claims, security interests and encumbrances. This Assignment Agreement shall include the right to maintain and renew the Registrations, protect and defend the Mark and Registrations, and to sue for all prior, existing and future causes of action.

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FROM : Kinkade

PHONE NO. : 619 755 4569

May. 08 2006 04:21PM P2

To the extent heretofore not done, Sellers agree to deliver to Buyer promptly after the effective date of this Assignment Agreement all documentation related to their ownership of the Registrations and as thereafter needed by Buyer to establish its rights in and to the Mark and Registrations, including, without limitation, Sellers' complete file(s) for the Registrations.

Sellers further agree to reasonably cooperate with and assist Buyer in recording such further documents, including additional assignments, as may be required by the law of this and any foreign country to convey the foregoing rights to Buyer and to permit Buyer to acquire, record, prosecute, register, enforce and defend its rights in the Mark and the Registrations in the United States and throughout the world.

Sellers warrant and represent that (i) they are the owner of the Registrations, the Mark and the Business and have the right to enter into this Assignment Agreement, (ii) they have not abandoned, assigned, licensed or otherwise conveyed any rights in and to the Registrations or the Mark to a third party; (iii) they do not know of any prior use of the Mark or any third party claim of any prior use of the Mark on or in connection with the same or similar goods or services; (iv) there are no challenges to Sellers' ownership of the Registrations or the Mark; (v) they will not hereafter challenge Buyer's rights in and to the Registrations and the Mark; and (vi) hereafter, they will not use any confusingly similar mark to the Mark.

Upon execution of this Assignment Agreement by both parties, Buyer shall deliver to Sellers the sum of Thirty-Five Thousand Dollars (\$35,000.00) in full payment and consideration for this assignment and Seller's other deliveries and undertakings as herein provided.

Seller agrees to immediately discontinue use of the Mark in commerce upon execution of this Assignment Agreement; however, Seller shall be entitled to directly inform third parties of its new trademark for a period of thirty (30) days from the date of recordation of this Assignment Agreement. Notwithstanding the above, Seller shall not be entitled to inform third parties of its new trademark by press release disseminated to any type of publication, including but not limited to newspapers, magazines, newsletters, websites, or any other public medium.

This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

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FROM : Kinkade

PHONE NO. : 619 755 4569

May. 08 2006 04:22PM P3

This Assignment Agreement shall be binding upon the parties, their successors and assigns.

NORTHFORK ENTERTAINMENT CORPORATION

By: [Signature]  
Title: Agent  
Date: May 9, 2006

D. COURTNEY SILBERBERG  
D. Courtney Silberberg  
Date: 5/8/06

JACQUELYN KINKADE SILBERBERG  
Jacquelyn Kinkade Silberberg  
Date: 5/8/06

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