

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CABLECAM INTERNATIONAL, INC. | | 07/31/2006 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | CABLECAM, LLC | | |
| Street Address: | Two Warren Place, 6120 South Yale | | |
| Internal Address: | 2nd Floor | | |
| City: | Tulsa | | |
| State/Country: | OKLAHOMA | | |
| Postal Code: | 74136-4229 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: OKLAHOMA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2987254 | CABLECAM | |
| Registration Number: | 2293876 | CABLECAM'S FLYING FOX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (918)583-9659 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 918 599 0621 | | |
| Email: | trademarks@fellerssnider.com | | |
| Correspondent Name: | Terry L. Watt | | |
| Address Line 1: | 321 South Boston | | |
| Address Line 2: | Suite 800 | | |
| Address Line 4: | Tulsa, OKLAHOMA 74103-3318 | | |
| ATTORNEY DOCKET NUMBER: | W2710-57265/TLW | | |
| NAME OF SUBMITTER: | Terry L. Watt | | |

OP \$65.00 2987254

| | |
|---|-------------------|
| Signature: | //Terry L. Watt// |
| Date: | 08/14/2006 |
| Total Attachments: 4 source=WinnerComTrademarkAssignment#page1.tif source=WinnerComTrademarkAssignment#page2.tif source=WinnerComTrademarkAssignment#page3.tif source=WinnerComTrademarkAssignment#page4.tif | |

EXECUTION COPY

ASSIGNMENT OF TRADEMARKS

CABLECAM INTERNATIONAL, INC., a California corporation ("Assignor"), for good and valuable consideration paid by CABLECAM, LLC, an Oklahoma limited liability company ("Assignee"), whose address is Two Warren Place, 6120 South Yale, Second Floor, Tulsa, Oklahoma 74136-4229, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and deliver to Assignee all right, title and interest of Assignor in and to all of Assignor's registered and unregistered U.S. and foreign trademarks, including, without limitation, the following registered and unregistered trademark[s]:

CABLECAM (U.S. Reg. No. 2987254),
CABLECAM'S FLYING FOX (U.S. Reg. No. 2293876),
VIRTUAL CABLECAM
FLEXPOINTS
FROGGY CAM

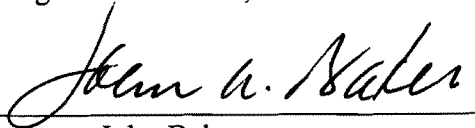
together with the United States and foreign trademark registrations thereof, if appropriate, and, the goodwill of the business symbolized thereby, all income, royalties, and damages hereafter due or payable to Assignor with respect to the above-identified trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the trademarks: and all rights to sue for past, present and future infringements or misappropriations of the trademarks.

DATED this 31st day of July, 2006.

ASSIGNOR
CABLECAM INTERNATIONAL, INC.

By: _____
Name: James Rodnunsky
Title: President

ASSIGNEE
Cablecam, LLC,
By: Winnercomm Holdings, Inc., Member
and Manager of Cablecam, LLC

By:  _____
Name: John Baker
Title: Chief Financial Officer

ASSIGNMENT OF TRADEMARKS

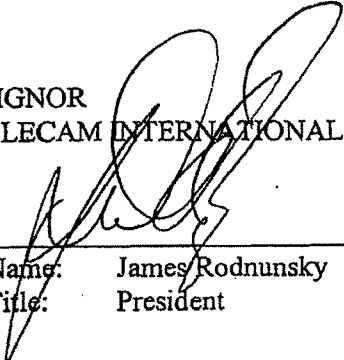
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CABLECAM INTERNATIONAL, INC.

By: 
Name: James Rodnunsky
Title: President

ASSIGNEE
Cablecam, LLC,
By: Winnercomm Holdings, Inc., Member
and Manager of Cablecam, LLC

By: _____
Name: John Baker
Title: Chief Financial Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On July 31, 2006, James Rodnunsky, personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

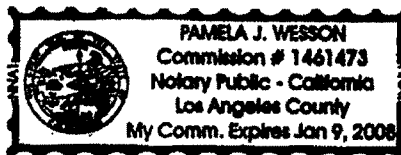
WITNESS my hand and official seal.



Notary Public

My Commission Expires: 1/9/08

(SEAL)



STATE OF [])
) ss.
COUNTY OF [])

On [], 2006, _____, personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On July 31, 2006, James Rodnunsky, personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

STATE OF [] OKLAHOMA)
) ss.
COUNTY OF [] TULSA)

On July 28, 2006, John A. Baker personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: Jan 6, 2007

(SEAL)