

08-03-2006



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FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sundance Enterprises

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Utah Joint Venture
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 3/2/1993

- Assignment
- Security Agreement
- Other Correction to Reel 0939/FRAME 0408
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Downhill Development, Inc.

Internal Address: The Tree Room

Street Address: N. Fork Provo Cyn. Rural Route 3

City: Provo

State: Utah

Country: USA Zip: 84604

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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) 1431525, 1372724, 1431477, 1432476

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SUNDANCE INSTITUTE

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

Name: Lori Stockton Kozak

Internal Address: _____

Street Address: 12400 Wilshire Boulevard, Seventh Floor

City: Los Angeles

State: California Zip: 90025

Phone Number: 310-207-3800

Fax Number: 310-820-5988

Email Address: Lori_Kozak@bstz.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2666

Authorized User Name Lori S. Kozak

9. Signature:

Lori Stockton Kozak
Signature

7/28/2006

Date

Lori Stockton Kozak

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

08/02/2006 DBYRNE 00000199 022666 1431525

01 FC:8521
02 FC:8522

40.00 DA
75.00 DA

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

DECLARATION OF ROBERT E. GIPSON

1. I am Secretary of Sundance Enterprises, Inc. (formerly Downhill Development, Inc.), a Utah corporation.
2. On December 31, 1992, Downhill Development, Inc. acquired by assignment all rights and interests in and to the service mark SUNDANCE INSTITUTE, and the U.S. Registrations thereof, Nos. 1,431,477; 1,431,525; 1,432,476; and 1,372,704. The assignment was Sundance Enterprises, a Utah joint venture of Sundance Development Corporation and Downhill Development, Inc.
3. On March 2, 1993, a "Nunc Pro Tunc Assignment of Trademark and U.S. Registrations Thereof", reflecting the above noted assignment was recorded in the United States Patent and Trademark Office at Reel No. 939, Frame Nos. 0408-0411.
4. The aforesaid Assignment of record incorrectly recites the name of the Assignee as Downhill Development Corporation. The correct name is Downhill Development, Inc.
5. On January 27, 1993, Downhill Development, Inc. changed its name to Sundance Enterprises, Inc.
6. On June 14, 1994, a Certification of Articles of Amendment, documenting the foregoing change of corporate name, was recorded at Reel No. 471 and Frame No. 0088. The transmittal sheet incorrectly recites the name Downhill Development Corporation. The correct name is Downhill Development, Inc.

7. I hereby request that the records of the United States Patent and Trademark Office be corrected to reflect the correct name of Downhill Development, Inc.

I declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 1 of the United States Code and that such willful statements may jeopardize the validity of the application or document, or any registration resulting therefrom.

Dated: December 19, 1996

Robert E. Gipson

Robert E. Gipson, Secretary
Sundance Enterprises, Inc.

NUNC PRO TUNC

ASSIGNMENT OF TRADEMARK

AND

THE UNITED STATES REGISTRATIONS THEREOF

WHEREAS, Sundance Enterprises, a Utah joint venture composed of Sundance Development Corporation and Downhill Development Corporation, having a principal place of business at The Tree Room, North Fork Provo Canyon, Rural Route 3, Provo, Utah 84604 (hereinafter "ASSIGNOR"), acquired by way of assignment (recorded on Reel No. 0829, Frames 628 and 629 on November 25, 1991) all rights, title and interests in and to the service mark SUNDANCE INSTITUTE and four United States Registrations thereof identified below (hereinafter the "Mark" and "Registrations", respectively), along with the goodwill of the businesses appurtenant to the Mark:

<u>Trademark/ Service Mark</u>	<u>Registration No. and Class</u>	<u>Registration Date</u>
Sundance	1,431,477 (Class 36)	March 3, 1987
Sundance	1,431,525 (Class 41)	March 3, 1987
Sundance	1,432,476 (Class 42)	March 10, 1987
Sundance	1,372,724 (Class 25)	November 26, 1985

TRADEMARK

REEL 939 FRAME 409

WHEREAS, on or about December 31, 1992 (hereinafter the "Effective Date"), by virtue of that certain agreement entitled "Sundance Enterprises Agreement To Liquidate And Dissolve" Downhill Development Corporation, a Utah corporation, having a principal place of business at The Tree Room, North Fork Provo Canyon, Rural Route 3, Provo, Utah 84604 (hereinafter referred to as "ASSIGNEE") acquired from ASSIGNOR, in addition to other assets, the Mark and the Registrations thereof, and the good will associated therewith.

WHEREAS, ASSIGNEE desires to formalize its acquisition of the entire right, title and interest in and to the Mark and the Registrations, and the attendant goodwill symbolized thereby, nunc pro tunc the Effective Date, and further to correctly, fully and completely reflect the proper chain of title in and to the Mark and Registrations in the records of the United States Patent and Trademark Office.

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that ASSIGNOR, by these presents, does hereby expressly acknowledge its prior assignment of the Mark and Registrations to ASSIGNEE on the Effective Date, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc the Effective Date, the full and entire right, title and interest in and to the Mark and Registrations identified hereinabove, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE nunc pro tunc the Effective Date.

Further, ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Mark and Registrations.

ASSIGNOR further agrees to execute and have executed all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to enable ASSIGNEE to file with the United States Patent and Trademark Office, and to enable the Patent and Trademark Office to duly record, this instrument of assignment whereby the Mark and Registrations are assigned to ASSIGNEE.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, (i) it was the sole owner of the Mark, the Registrations thereof and the goodwill associated therewith; (ii) it had theretofore granted an exclusive license to Sundance Institute For Film and Television, a Utah non-profit corporation, to use the Mark; (iii) it was not then aware of any third party who had asserted a claim of any ownership right, title and interest in the Mark, or any other rights or interests therein which were adverse to those of ASSIGNOR; and (iv) that it was not a party to any prior agreement, nor had it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark and/or the Registrations which was breached or otherwise violated by the assignment of the Mark and Registrations which this instrument formalizes. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized corporate officer of one of its two joint venturers, on the date indicated below.

Sundance Enterprises
("ASSIGNOR")

TRADEMARK

REEL 939 FRAME 11

Dated: 3-2-, 1993

By: Robert E. Gipson
Robert E. Gipson, Vice President of
Sundance Development Corporation,
a joint venturer of Sundance Enterprises

RECORDED
PATENT AND TRADEMARK
OFFICE
MAR 15 1993