

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nine West Development Corporation		07/31/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	QB5 Productions, LLC
<b>Street Address:</b>	508 Royalton Drive
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89144
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3099415	BRIDGET SHUSTER
Registration Number:	3099447	BRIDGET SHUSTER
Registration Number:	3099416	BRIDGET SHUSTER
Serial Number:	78622676	BRIDGET SHUSTER
Serial Number:	78622734	BRIDGET SHUSTER
Serial Number:	78622805	BRIDGET SHUSTER
Serial Number:	78622872	BRIDGET SHUSTER
Serial Number:	78622899	BRIDGET SHUSTER
Serial Number:	78574026	BRIDGET SHUSTER

**CORRESPONDENCE DATA**

Fax Number: (310)282-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: dgrace@loeb.com

CH \$240.00 3099415

Correspondent Name: David W. Grace c/o Loeb & Loeb LLP  
Address Line 1: 10100 Santa Monica Boulevard  
Address Line 2: Suite 2200  
Address Line 4: Los Angeles, CALIFORNIA 90067-4120

ATTORNEY DOCKET NUMBER:	207275-10001
NAME OF SUBMITTER:	David W. Grace
Signature:	/David W. Grace/
Date:	08/22/2006

Total Attachments: 3  
source=Trademarkssignment#page1.tif  
source=Trademarkssignment#page2.tif  
source=Trademarkssignment#page3.tif

**TRADEMARK ASSIGNMENT - U.S.A.**

WHEREAS, NINE WEST DEVELOPMENT CORPORATION, a Delaware corporation with a place of business at 200 West Ninth Street Plaza, Suite 700, Wilmington, Delaware 19801 (hereinafter "Assignor"), is the owner by assignment of the common law trademark BRIDGET in a stylized script form and hot pink color (and a former application for registration therefor, U.S. Serial No. 76/592,133), and has adopted and used the trademark BRIDGET SHUSTER and variations and combinations thereof, and is the owner of such trademarks and of the related United States trademark registrations and common law rights pertaining thereto and identified in Schedule A hereto, and incorporated herein by reference (hereinafter, collectively the "Marks"), and of the goodwill of the business symbolized by the Marks and connected with the use thereof; and

WHEREAS, QB5 PRODUCTIONS, LLC, a Nevada limited liability company with a place of business at 508 Royalton Drive, Las Vegas, Nevada 89144 (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Marks, together with the registrations thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby does assign, transfer and convey, effective as of the date hereof, to Assignee, free and clear of all liens and encumbrances, all of Assignor's right, title, and interest in and to the following:
  - a. the Marks, including all use-based and intent to use applications, registrations and renewals thereof;
  - b. the goodwill of the business symbolized by and associated with such Marks;
  - c. the right to sue and recover damages and profits for past infringements, if any, and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Marks.
2. Assignor agrees to execute and deliver, at Assignee's request, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Marks in Assignee, or its successors and assigns, and/or to provide evidence to support the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 31<sup>st</sup> day of July, 2006.

NINE WEST DEVELOPMENT CORPORATION,  
a Delaware corporation

By: Robin Mandell  
Name: ROBIN MANDELL  
Title: ASST. TREASURER

ACKNOWLEDGED AND ACCEPTED:

QB5 PRODUCTIONS, LLC,  
a Nevada limited liability company

[Signature]  
By: \_\_\_\_\_  
Title: Partner  
Date: AUG 18 - 06

**SCHEDULE A**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>INTERNATIONAL CLASS</b>	<b>STATUS</b>
BRIDGET SHUSTER	3,099,415	18	Registered 5/30/06
BRIDGET SHUSTER & Design	3,099,447	18	Registered 5/30/06
BRIDGET SHUSTER	3,099,416	25	Registered 5/30/06

**INTENT TO USE APPLICATIONS**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>INTERNATIONAL CLASS</b>	<b>STATUS</b>
BRIDGET SHUSTER & Design	78/622,676	3	Notice of Allowance issued 2/21/06
BRIDGET SHUSTER & Design	78/622,734	9	Notice of Allowance issued 2/21/06
BRIDGET SHUSTER & Design	78/622,805	14	Notice of Allowance issued 2/21/06
BRIDGET SHUSTER & Design	78/622,872	25	Notice of Allowance issued 2/21/06
BRIDGET SHUSTER & Design	78/622,899	35	Notice of Allowance issued 2/21/06
BRIDGET SHUSTER	78/574,026	25	Published for Opposition 4/25/06