

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L.F.P., Inc		09/11/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SPARK IT FILMS		
Street Address:	909 WEST ESPLANADE SUITE 109		
City:	KENNER		
State/Country:	LOUISIANA		
Postal Code:	70065		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76344248	GHETTO BOOTY	
Serial Number:	76344244	BLACK & WILD	
CORRESPONDENCE DATA			
Fax Number:	(186)661-3597		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5049142718		
Email:	kgibson@innercitysquad.com		
Correspondent Name:	Derek Gibson		
Address Line 1:	909 WEST ESPLANADE SUITE 109		
Address Line 4:	Kenner, LOUISIANA 70065		
NAME OF SUBMITTER:	Derek C Gibson		
Signature:	/dcg/		
Date:	11/10/2006		

OP \$65.00 76344248

Total Attachments: 4

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**TRADEMARK
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Kim Gibson
Inner City Productions
909 W. Esplande Blvd
Suite 109
Kenner, LA 70065

September 21, 2006

RE: Original Contract

Dear Kim,

Enclosed please find one (1) original, signed and executed copy of the **ASSIGNMENT of TRADEMARKS** for your records. If you have any questions do not hesitate to contact me.

Kindest regards,

Deborah Probe
Director of Contract Administration
LFP Video Group, Inc.
323.651.5400 x7327

ASSIGNMENT of TRADEMARKS

WHEREAS, L.F.P, INC., a corporation organized and existing under the laws of the State of California and having a place of business at 8484 Wilshire Boulevard, Suite 800, Beverly Hills, California 90211, hereinafter referred to as Assignor, has adopted and is using GHETTO BOOTY and BLACK & WILD as trademarks; and

WHEREAS, said Assignor is the owner of the following registrations of said trademarks:

USPTO Registration No. 2604817, for GHETTO BOOTY, issued August 6, 2002; and
USPTO Registration No. 2604816, for BLACK & WILD, issued August 6, 2002,
(hereafter the "Marks") and

WHEREAS, Spark It Films, LLC, a Louisiana Limited Liability Company, with an office at 909 W. Esplande Blvd Suite 109, Kenner, LA 70065, hereinafter referred to as Assignee, desires to acquire said Marks, together with the goodwill of the business with which said Marks are used and which is symbolized by said Marks;

WHEREAS, Inner City Productions, LLC, a Louisiana Limited Liability Company, with an office at 909 W. Esplande Blvd Suite 109, Kenner, LA 70065 ("ICP") is a party with LFP to various Videographic Works Joint Exploitation Agreements affecting rights to the Marks;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, the entire right, title and interest in and to these two Marks, including the registrations hereinbefore identified, the right to recover for past infringement of these Marks, and the goodwill of the business in connection with which said Marks are used and which are symbolized by said Marks.

Assignee and ICP hereby grant LFP a worldwide license to utilize the Marks (and any trademarks owned by SIF or ICP related to the Finished Works) on a royalty-free basis in perpetuity.

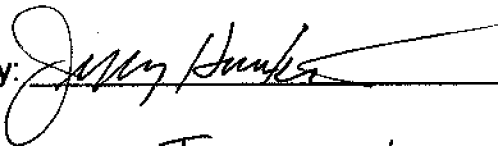
for the purpose of marketing, distributing or otherwise exploiting, in any way, the Finished Works as defined in the parties' Videographic Works Joint Exploitation Agreement as amended, as well as any motion pictures constituting Finished Works under prior agreements of ICP and LFP, or any part of any Finished Works, as well as the purposes permitted in the parties' Videographic Works Joint Exploitation Agreement as amended, all on an exclusive basis. In addition, during the Output Term, as defined in the parties' Videographic Works Joint Exploitation Agreement as amended, neither Assignee nor ICP shall utilize the Marks, or allow any third party to use the Marks, other than in connection with carrying out the terms of the aforementioned Videographic Works Joint Exploitation Agreement as amended.

IN WITNESS WHEREOF, we have executed this instrument, consisting of four (3) pages, at _____, California on the date indicated adjacent to my name.

Dated: 9/11, 2006

ASSIGNOR:

L.F.P., INC.

By: 

Print Name: JEFFERY HAWKINS

Title: SR. VP. LFP VIDEO GROUP

ASSIGNEE: **Spark It Films, LLC**

By: 

President

Print Name: Derek Gibson

Title: President

Inner City Productions, LLC

By: Derek Gibson
President

Print Name: Derek Gibson

Title: President

Louisiana
STATE OF CALIFORNIA)

) ss:

Perish
COUNTY OF Orleans)

On the 11 day of September, 2006, before me, James M. Williams Notary Public, personally appeared the above signed parties, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: Death