

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DVDPlanet, Inc.		09/22/2003	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Planet Entertainment, Inc.		
<b>Street Address:</b>	900 North Rohlwing Road		
<b>City:</b>	Itasca		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60143		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2740668	DVDPLANET YOUR ONLINE SOURCE!	
<b>Registration Number:</b>	2453998	DVDPLANET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)372-6568		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-372-7664		
<b>Email:</b>	mark@wiemeltlaw.com		
<b>Correspondent Name:</b>	Mark E. Wiemelt		
<b>Address Line 1:</b>	10 S. LaSalle St., Ste. 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Mark E. Wiemelt		
<b>Signature:</b>	/mew/		
<b>Date:</b>	11/28/2006		

**CH \$65.00 2740668**

Total Attachments: 6

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into on September 22, 2003 to be effective as of September 23, 2003 (the "Effective Date") by and between Planet Entertainment, Inc. (the "Buyer"), a wholly-owned subsidiary of Infinity Resources, Inc., an Illinois corporation, and DVDPlanet, Inc., a California corporation (the "Seller"). (Certain terms used in this Agreement are defined in Section 12.1.)

WHEREAS, the Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, the Business and the Assets subject to the Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement (the "Transaction")

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assets and Liabilities.

1.1 Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined in Section 3), the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase and acquire from the Seller, free and clear of any and all Liens except for those set forth on Schedule 7.9, all of the assets and operations of the Seller of every type and description, real and personal, tangible and intangible, known and unknown, wherever located and whether or not reflected on the books and records of the Seller, as the same shall exist on the Closing Date (as defined in Section 3), other than the Excluded Assets (collectively, the "Assets"). Without limiting the generality of the foregoing, the Assets shall include all right, title and interest in and to the following items:

(a) Inventory and Supplies. On the books of the Seller, and as set forth on an unaudited statement of assets and liabilities of the Business prepared by the Seller in accordance with GAAP as applied by Seller, and agreed to by Buyer dated as of the Effective Date and to be delivered at the Closing (the "Balance Sheet"), (i) all inventory in the DVDPlanet retail store (the "Store Inventory") reflected on Schedule 1.1(a) hereto, which shall be valued at Seller's net book value for such Store Inventory (determined in accordance with GAAP) and (ii) all promotional materials and similar items and office supplies exclusively relating to the Business regardless of wherever located. The Balance Sheet is attached hereto as Exhibit A.

(b) Contracts and Agreements. To the extent transferable, the Seller's or Image's right, title and interest in and to those Contracts of the Seller or Image assigned to or assumed by the Buyer exclusively relating to the Business as set forth on Schedule 4.8 hereto;

(c) Other Current Assets. All of the Seller's other current assets of the Business, less the Excluded Assets (as defined below) as set forth on the Balance Sheet, and at the value mutually agreed upon by the parties, not to exceed book value. These current assets as set forth on the Balance Sheet include the following:

(i) Prepaid Expenses. All of the Seller's prepaid expenses and utility, security and other deposits exclusively relating to the Business and the Assets and incurred in the ordinary course of business; and

(ii) Scheduled Assets. The assets described and detailed on Schedule 1.1(c)(ii) and valued at \$524,311.

(d) Additional Current Assets. The following additional current assets of Seller shall also be included in the Assets:

(i) Intellectual Property. All patents, trademarks, copyrights, service marks, trade secrets, software, and proprietary information of Seller utilized exclusively in the Business, all applications for or registrations of any of the foregoing, and all permits, grants, and licenses or other rights running to or from the Seller relating to any of the foregoing, including, without limitation, the "DVDPlanet" trade name, the DVDPlanet.com website and the items listed on Schedule 4.15 (collectively, the "Intellectual Property");

(ii) Goodwill. All of the Seller's goodwill and going concern value exclusively relating to the Business and all of the Assets;

(iii) Leases. All of Seller's right, title and interest in leases on personal property used exclusively in connection with the Business and all of the Seller's right, title and interest in leases on Seller's retail store and corporate office. Such leases shall be included in the Scheduled Contracts (as defined in Section 4.8);

(iv) Books and Records. Copies of all pertinent books and records of the Seller related exclusively to the Business and, with respect to Transferred Employees, those employees' personnel records (to the extent permitted by law);

(v) Other Assets. All of the other intangible and tangible assets of the Seller exclusively relating to the Business and the Assets, including, without limitation, all owned office furniture, fixtures and equipment at Seller's retail store and corporate office, all personal property, all electronic data, all software related equipment, all supplier and vendor information and related information, all customer lists, URL's, mailing lists and associated data and customer correspondence, records, files, reports and other documents and data, all business post office boxes and business telephone listings, all research results and other know-how, and all other materials, records, files and data related to the Business, in whatever form contained; and

(vi) Any additional assets of the Seller related exclusively to the Business as mutually agreed between the parties.

1.2 Excluded Assets. Notwithstanding any other provision of this Agreement, the Seller shall not sell, assign or transfer to the Buyer, and the Buyer shall not purchase from the Seller, any of the following assets (collectively, the "Excluded Assets"):

(a) On the Financial Statements Date, the Seller had, and on the date hereof, the Seller has, good and marketable title to all the material Assets and a valid leasehold interest in all the equipment and real estate described in the leases included in the Scheduled Contracts, except those disposed of in the ordinary course of business; and

(b) at the Closing, the Seller shall have and shall assign, transfer and convey to the Buyer good and marketable title to all such Assets, subject to no Liens except for those set forth on Schedule 7.9.

4.12 Restriction on Assets. The Seller is not a party to, subject to, or bound by any Order or any Contract, that would prevent the use of any of the Assets or the distribution and sale of, or the right to distribute or sell, the products distributed and sold by the Seller in connection with the operation of the Business.


4.13 Inventory. All of the inventories which are reflected on the Financial Statements were purchased or acquired in the ordinary course of the Business and in a manner consistent with the regular inventory practices relating to the Business; on the Financial Statements Date, all of the inventories which are reflected on the Financial Statements were priced at the i) the sales price under the Fulfillment Agreement, if applicable or ii) the Seller's acquisition cost and were (as to classes of items inventoried and methods of accounting) determined in a manner consistent with prior years; and all inventories which have been purchased or acquired by the Seller for its Business since the Financial Statements Date were purchased or acquired in the ordinary course of the Business and in a manner consistent with its regular inventory practices.

4.14 Employees. There is no material labor trouble, dispute, grievance, controversy or strike pending or, to the Knowledge of the Seller, threatened against the Seller relating to or affecting the business or operations of the Seller, and the Seller does not know of any occurrence of any events which would give rise to any such labor trouble, dispute, grievance, controversy or strike. The Seller is not a party to or bound by any collective bargaining agreement and, to Seller's Knowledge, no certification question or organization drive exists or has existed within the past twelve (12) months respecting the employees of the Seller.


4.15 Intellectual Property. A true and complete list of all trademarks, tradenames, service marks or brand name registrations owned by the Seller or Image utilized or required in the Business (collectively the "Intellectual Property Rights") is contained in Schedule 4.15. No Intellectual Property Right has been, or to the Seller's Knowledge, is threatened to be, the subject of any Order which challenges or limits the validity, enforceability, use or ownership of the Intellectual Property Rights in any material respect. To the Knowledge of the Seller, the ownership and operation by the Seller of the Business, as presently owned and operated, does not infringe upon or violate in any material respect with any Intellectual Property Right of any other Person. The Seller is the legal and beneficial owner of all right, title and interest in and to the Intellectual Property Rights, having good title thereto, free and clear of any and all mortgages, liens, security interests and charges. The Seller has not previously assigned, transferred, conveyed or otherwise encumbered any right, title or interest in the Intellectual

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

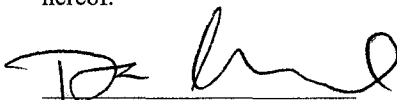
PLANET ENTERTAINMENT, INC.

By:   
Name: Dennis E. Abboud  
Title: Chief Executive Officer

DVDPLANET, INC.

By:   
Name: Paul Ramaker  
Title: President

I-SERVE DIRECT COMMERCE SERVICES, INC., solely for the purposes of Section 6.4 hereof.

  
By: Dennis E. Abboud  
Title: Chief Executive Officer

INFINITY RESOURCES, INC., solely for the purposes of Section 6.4 and Section 12.13 hereof.

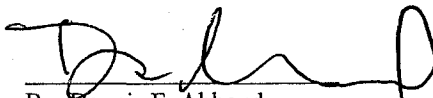
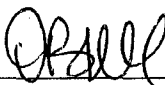
  
By: Dennis E. Abboud  
Title: Chief Executive Officer

IMAGE ENTERTAINMENT, INC., solely for the purposes of Section 6.4 and Section 12.13 hereof.

  
By: David Borshell  
Title: Chief Operating Officer

SCHEDULE 4.15

DVDPlanet

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SCHEDULE 7.9

Lien of Monterey Media, Inc.