

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	09/06/2005		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Iconix LLC		09/06/2005	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Iconix Video, Inc.		
Street Address:	7402 Hollister Ave.		
City:	Goleta		
State/Country:	CALIFORNIA		
Postal Code:	93117		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	78658224	ICONIX	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(805)965-4333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(805) 882-1440		
Email:	ipcounsel@cox.net		
Correspondent Name:	Christine L. Kopitzke		
Address Line 1:	21 East Carrillo Street		
Address Line 2:	Christine L. Kopitzke, Attorney at Law		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
ATTORNEY DOCKET NUMBER:	ICV.1		
NAME OF SUBMITTER:	Christine L. Kopitzke		

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Signature:	/Christine L. Kopitzke/
Date:	12/12/2006
<b>Total Attachments: 9</b> source=ICONIXassigndoc#page1.tif source=ICONIXassigndoc#page2.tif source=ICONIXassigndoc#page3.tif source=ICONIXassigndoc#page4.tif source=ICONIXassigndoc#page5.tif source=ICONIXassigndoc#page6.tif source=ICONIXassigndoc#page7.tif source=ICONIXassigndoc#page8.tif source=ICONIXassigndoc#page9.tif	

## CONTRIBUTION AND DISSOLUTION AGREEMENT

THIS CONTRIBUTION AND DISSOLUTION AGREEMENT (this "Agreement") is made and entered into as of September 6, 2005 by and among the individuals listed on Exhibit A, attached hereto and made a part hereof (collectively, the "Contributors"), Iconix, LLC, a California limited liability company ("Iconix, LLC"), and Iconix Video, Inc., a Delaware corporation ("Iconix, Inc.").

### RECITALS

A. Iconix, LLC is presently existing pursuant to the Operating Agreement of Iconix, LLC, dated as of August 27, 2003, as amended on September 1, 2005 ("Operating Agreement");

B. The Contributors constitute all of the members of Iconix, LLC, each owning beneficially and of record the respective units of Iconix, LLC set forth in Exhibit A hereto (collectively, "Iconix, LLC Units");

C. Iconix, Inc. desires to acquire the Iconix, LLC Units from the Contributors, and the Contributors desire to contribute and transfer the Iconix, LLC Units to Iconix, Inc., together with the additional consideration set forth opposite such Contributor's name on Exhibit A hereto (the "Additional Consideration"); in exchange therefor, the Contributors will receive shares of Iconix, Inc. out of its authorized but unissued Common Stock, par value \$001 per share (the "Iconix, Inc. Exchange Shares") in the amounts set forth in Exhibit A; and

D. This Agreement is being entered into by the parties as part of a unified plan of contribution and exchange of securities ("Plan") that is intended by the parties to qualify for non-recognition treatment under Section 351 of the Internal Revenue Code of 1986, as amended ("Code"). Such Plan is comprised of the transactions contemplated by this Agreement; provided, however, that none of the parties to this Agreement have made or are making any representations or warranties with respect to whether the transactions being consummated pursuant to and as part of such Plan will comply with the requirements of Code Section 351 or as to the consequences, under applicable federal, state or other tax laws, of such transaction to the parties to this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Exchange of Iconix, LLC Units.** Subject to the terms and conditions of this Agreement, each Contributor hereby contributes, conveys, assigns, transfers, sets over and delivers to Iconix, Inc. all of the Iconix, LLC Interest Units owned by such Contributor, together with the Additional Consideration (collectively, the "Transfers"), more fully set forth on Exhibit A hereto, free and clear of all liens, claims, encumbrances, pledges, options, security interests and any other adverse interests of any kind or nature whatsoever, and Iconix, Inc. hereby accepts the contribution of the Iconix, LLC Units and the applicable Additional Consideration from each Contributor.

2. **Consideration for Iconix, LLC Units.** In exchange for the Iconix, LLC Units and the applicable Additional Consideration being contributed hereby to Iconix, Inc. by each

**2. Consideration for Iconix, LLC Units.** In exchange for the Iconix, LLC Units and the applicable Additional Consideration being contributed hereby to Iconix, Inc. by each Contributor, such Contributor shall (a) receive as of the effective date of this Agreement from Iconix, Inc., consideration consisting of a number of Iconix, Inc. Exchange Shares, more fully set forth in Exhibit A, (b) execute and deliver to Iconix, Inc., a restricted stock purchase agreement (the "Restricted Stock Agreement") in the form attached hereto as Exhibit B, or a stock purchase agreement (the "Stock Purchase Agreement") in the form attached hereto as Exhibit C, as the case may be, related to the Iconix, Inc. Exchange Shares and (c) execute and deliver to Iconix, Inc. an Intellectual Property Assignment Agreement (the "Assignment Agreement") in the form attached hereto as Exhibit D.

**3. Representations and Warranties of the Contributors.** Each of the Contributors, severally, as to himself, herself or itself, represents and warrants to Iconix, Inc. as follows:

**3.1 Authority and Capacity.** Such Contributor has the full legal right and capacity to execute and deliver, and to perform his, her or its obligations under this Agreement. Such Contributor has duly executed and delivered this Agreement on the date hereof, with the intent to be legally bound hereby and thereby and such Agreement constitutes a valid and legally binding obligation of such Contributor that is enforceable against such Contributor in accordance with its respective terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights and (ii) general principles of equity relating to the availability of equitable remedies (regardless of whether such agreement is sought to be enforced in a proceeding at law or in equity).

**3.2 Ownership of Iconix, LLC Units.** Such Contributor is the sole owner, beneficially and of record, of all of the Iconix, LLC Units set forth opposite his, her or its name on Exhibit A hereto, free and clear of all claims, liens, encumbrances, security interests, pledges, options, charges, restrictions, defects in title and any adverse interests of any nature whatsoever, other than restrictions imposed by federal and applicable state securities laws which do not constitute an impediment to the contribution and transfer of such Iconix, LLC Units to Iconix, Inc. as described in this Agreement. Except for the Operating Agreement, such Contributor is not a party to any agreement, commitment or understanding, written or oral, that provides for the grant or sale of, and has not granted or sold to any person or entity (a "Person"), any options, warrants or other rights to purchase, nor does any Person (other than pursuant to the Operating Agreement) have any right to acquire from such Contributor, any of the Iconix, LLC Units.

**3.3 Adequacy of Consideration.** Each Contributor hereby acknowledges that the Iconix, Inc. Exchange Shares received by such Contributor constitutes the full and complete consideration to which such Contributor is entitled for his Iconix, LLC Units and the applicable Additional Consideration, and, following the consummation of the transactions contemplated by this Agreement, such Contributor shall no longer have any interest whatsoever in Iconix, LLC. Each Contributor also hereby acknowledges that all requirements, obligations and agreements of Iconix, LLC and the other Contributors has been satisfied or, if not satisfied, all noncompliance therewith is hereby waived.

**3.4 No Contributor Conflicts.** Neither the Contributor's execution and delivery of, nor the performance of his, her or its obligation under this Agreement will result in either of the following: (i) a violation or breach of any agreement governing or restricting the sale or

transferability of any of the Contributor's Iconix, LLC Units; or (ii) a violation or breach of any writ, injunction or decree of any court or governmental instrumentality to which such Contributor is a party or by which any of its properties are bound or any laws or regulations applicable to such Contributor.

**3.5 Tax Matters.** Each Contributor hereby acknowledges that no representations, covenants or warranties have been made to the Contributor by Iconix, LLC, Iconix, Inc., any other Contributor or any of their officers or agents as to the tax consequences of the transactions contemplated in this Agreement (including without limitation federal, state and local income taxes), and that such Contributor has been urged to and has had the opportunity to consult with their own tax advisor with respect to the tax consequences to such Contributor.

**4. Representations and Warranties of Iconix, Inc.** Iconix, Inc. hereby represents and warrants to the Contributors as follows:

**4.1 Organization.** Iconix, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority and all material licenses and approvals to own and operate its properties and assets and to carry on its business as presently and as proposed to be conducted. The Company is duly qualified and authorized to do business, and is in good standing as a foreign company, in each jurisdiction where the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except where the failure to so qualify would not have a material adverse effect upon the financial condition, business and operations of the Company.

**4.2 Corporate Power.** Iconix, Inc. possesses the requisite corporate power and authority to enter into and perform its obligations under this Agreement.

**4.3 Valid Issuance.** The Iconix, Inc. Exchange Shares, when issued and delivered in accordance with the terms hereof for the consideration expressed herein will be duly and validly issued, fully paid and nonassessable, free and clear of any encumbrances of any nature whatsoever, other than any applicable restrictions pursuant to federal and state securities laws hereof.

**4.4 Necessary Actions; Binding Effect.** Iconix, Inc. has taken all corporate action necessary to authorize the execution and delivery of, and the performance of its obligations under this Agreement. This Agreement constitutes a valid and legally binding obligation of Iconix, Inc. that is enforceable against Iconix, Inc. in accordance with its respective terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights and (ii) general principles of equity relating to the availability of equitable remedies (regardless of whether such agreement is sought to be enforced in a proceeding at law or in equity).

**4.5 No Conflicts.** The execution, delivery and performance of this Agreement by Iconix, Inc. will not result in any of the following: (i) violation of the Certificate of Incorporation or the Bylaws of Iconix, Inc.; (ii) a default or breach, or an event that with notice or lapse of time, or both, would constitute a default or breach, or a termination of any contract, lease, license, franchise, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, security or pledge agreement, or other agreement, instrument or arrangement to which Iconix, Inc. is a party and which is material to Iconix, Inc.; (iii) an acceleration of the maturity of any material

indebtedness of Iconix, Inc.; or (iv) a violation or breach of any writ, injunction or decree of any court or governmental instrumentality to which Iconix, Inc. is a party or by which any of its properties is bound or any laws or regulations applicable to Iconix, Inc., where the violation would have a material adverse effect on Iconix, Inc..

**4.6 Investment Intent.** Iconix, Inc. is acquiring the Iconix, LLC Interest Units from the Contributors for its own account for investment and not with a view to the sale or distribution thereof.

**4.7 Disclosure.** The representations and warranties of Iconix, Inc. contained herein do not contain any statement of a material fact that was untrue when made or omits any material fact necessary to make the information contained therein, in light of the circumstances under which such information was disclosed, not misleading.

**4.8 Government Consents.** No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with any federal, state, local or provincial government authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement.

**5. Consent to Transfers.** Iconix, LLC and each of the Contributors hereby acknowledges that: (i) the transfers of the Iconix, LLC Interest Units has been consented to by the managers of Iconix, LLC as required under the Operating Agreement; (ii) they each waive any rights of first refusal or rights to purchase granted under the Operating Agreement; and (iii) as a result of the Transfers, Iconix, LLC will be dissolved.

## **6. DISSOLUTION, WINDING UP, AND TERMINATION OF THE COMPANY.**

**6.1 Dissolution and Termination of Iconix, LLC.** As a result of, and pursuant to the Transfers, Iconix, Inc. hereby agrees to carry out the termination and dissolution of Iconix, LLC. Iconix, LLC shall be dissolved, terminated and wound-up in accordance with all applicable laws and in accordance with the terms of this Agreement and the Operating Agreement. In addition, Iconix, Inc., as the sole member of Iconix, LLC after the Transfers, shall have full power and authority, and shall have the duty, to wind up Iconix, LLC's business and to dissolve and terminate Iconix, LLC, including, but not limited to, the full power and authority, and the duty, to:

(a) Prepare, execute, file, record, and publish on behalf of the Members and Iconix, LLC any agreements, documents, or instruments connected with the dissolution, winding up and termination of the business and affairs of Iconix, LLC;

(b) Using Iconix, LLC's assets, pay, assume, or otherwise settle or discharge all of the debts, liabilities, and other obligations of Iconix, LLC it deems necessary at the time of the dissolution of Iconix, LLC; and

(c) Take all other actions that are (i) incidental to the foregoing powers, (ii) necessary or appropriate to the performance of the duties of the general partners under this Agreement, or (iii) required by law or the Operating Agreement in connection with the dissolution, winding up or termination of Iconix, LLC.

**6.2 Distributions to Iconix, Inc.** In furtherance of the dissolution and termination of Iconix, LLC, Iconix, LLC shall irrevocably distribute, transfer and assign any and all of its rights, title and interests in 100% of its assets to Iconix, Inc. subject to any requirement to set aside assets to satisfy its obligations to pay Company creditors. To the extent that any assets remain in Iconix, LLC after the payment of all its creditors, Iconix, LLC shall distribute such assets to Iconix, Inc. in accordance with the foregoing. The Members agree to execute, as necessary, any and all documents, instruments and agreements necessary to distribute Iconix, LLC's assets to Iconix, Inc. in accordance with the foregoing.

**6.3 Assumption of Liabilities.** Iconix, Inc. shall, on the date hereof and to the extent not otherwise paid pursuant to the dissolution, assume all of Iconix, LLC's obligations and liabilities, whether accrued, contingent, or otherwise, existing on or before the date of this Agreement, including without limitation liabilities for the payment of taxes and liabilities secured by real property, if any.

**6.4 Termination of Iconix, LLC Operating Agreement.** The Members agree that the Operating Agreement is hereby terminated as of the effective date of the Transfers, and shall be of no further force and effect. All rights and obligations between the Members contained in the Operating Agreement are hereby terminated as of the effective date hereof.

**6.5 Further Assurances.** The Members, at the request of Iconix, LLC or Iconix, Inc. at any time, and from time to time, after the date hereof and without further consideration, shall execute and deliver such other documents and instruments, and take such other actions as Iconix, LLC or Iconix, Inc. reasonably may require in order to perfect the assumption of the rights and liabilities of Iconix, LLC and to dissolve Iconix, LLC.

**6.6 No Further Acts.** Commencing with the effective date of this Agreement, the Members and Managers shall have no authority to incur any obligations or liabilities on behalf of Iconix, LLC, or participate in any way in the business of Iconix, LLC under the name of Iconix, LLC.

**6.7 Maintenance of Records.** Iconix, Inc. shall retain custody of all of the existing books and records of Iconix, LLC for a period of five (5) years from the date hereof.

**7. Continuing Obligations.** Each party hereto shall execute and deliver, such instruments and take such other actions as the other party or parties, as the case may be, may reasonably request in order to carry out the intent of this Agreement or to better evidence or effectuate the transactions contemplated herein, including, without limitation, the dissolution of Iconix, LLC.

**8. Deliveries.** Contemporaneous with the execution of this Agreement:

**8.1 By the Contributors.** The Contributors shall deliver or cause to be delivered to Iconix, Inc. (i) a Restricted Stock Agreement or Stock Purchase Agreement, as the case may be, and any appropriate instruments of transfer, duly executed by each of the Contributors, (ii) any applicable documents or instruments relating to the Additional Consideration and (iii) an Assignment Agreement.

**8.2 By Iconix, Inc..** Iconix, Inc. shall deliver or cause to be delivered to the Contributors stock certificates issued in the respective names of the Contributors for the number of Iconix, Inc. Exchange Shares issuable to each of them as provided in Exhibit A hereto.

**9. Nature and Survival of Representations and Warranties and Covenants.** All of the respective representations and warranties of the Contributors and Iconix, Inc. set forth in this Agreement or in any certificates or schedules delivered pursuant hereto shall remain in full force and effect and shall survive the Closing, regardless of any investigation, verification or approval by any party hereto or by anyone or on behalf of any party hereto.

**10. Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) days after being mailed by certified or registered mail, return receipt requested, with postage prepaid, to such party or parties at its respective address as set forth on the register of shareholders of Iconix, Inc., or as provided in writing by the Contributor.

**11. Assignment.** No Contributor may assign this Agreement, or assign their respective rights or delegate their respective duties hereunder, without the prior written consent of Iconix, Inc.

**12. Amendment.** Neither this Agreement nor any of this Agreement's terms or conditions may be waived, amended or modified except by means of a written instrument duly executed by the parties hereto.

**13. Miscellaneous.**

**13.1 Severability.** Any provision of this Agreement which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

**13.2 Governing Law.** The internal substantive laws, and not the laws of conflicts, of the State of California shall govern the enforceability and validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

**13.3 Incorporation and Amendment.** This Agreement constitutes the entire Agreement of the parties, superseding and extinguishing all prior agreements and understandings, representations and warranties, relating to the subject matter hereof. This Agreement may not be modified, amended or terminated except by written agreement specifically referring to this Agreement signed by the parties hereto.

**13.4 Waiver.** No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**13.5 Gender; Number.** As used in this Agreement, the masculine gender will include the feminine and neuter, and vice versa, as the context so requires; and the singular number will include the plural, and vice versa, as the context so requires.

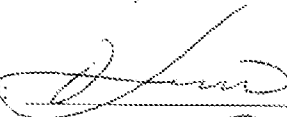
**13.6 Headings.** The section and paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of such sections.

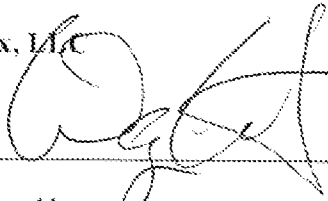


**13.7 Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

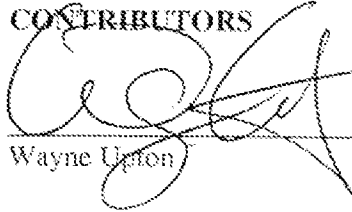
IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement, on the date first above stated.

Iconix Video, Inc.

By:   
Title: CEO & President

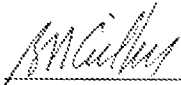
Iconix, LLC  
By:   
Title: Manager


CONTRIBUTORS

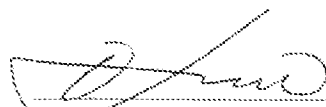
  
Wayne Upton

\_\_\_\_\_  
Peter Hunt

\_\_\_\_\_  
Dennis Cowgill

  
Barbara Gilkes

  
Charles Rotbart

  
Daniel McGuire

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement, on the date first above stated.

Iconix Video, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Iconix Video, LLC

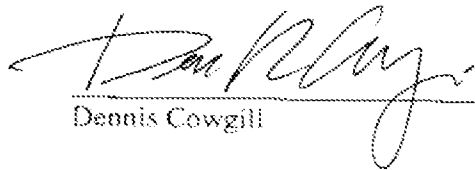
By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRIBUTORS

Wayne Upton \_\_\_\_\_

Peter Hunt \_\_\_\_\_

  
Dennis Cowgill \_\_\_\_\_

Barbara Gilkes \_\_\_\_\_

Charles Rothbart \_\_\_\_\_

Daniel McGuire \_\_\_\_\_