

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
International Creative Exchange, Inc.		10/13/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	American Educational Video Corp.
Street Address:	1166 Beverwil Drive
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90035
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2364268	FOREIGN INTRIGUE
Registration Number:	2364267	DECOY
Registration Number:	2364199	FOREIGN INTRIGUE
Registration Number:	2364198	DECOY
Registration Number:	2181249	COLONEL MARCH OF SCOTLAND YARD
Registration Number:	2166901	COLONEL MARCH OF SCOTLAND YARD
Registration Number:	1157139	MR. LUCKY
Registration Number:	1162257	MR. LUCKY
Registration Number:	1162256	YANCY DERRINGER
Registration Number:	1162255	PETER GUNN
Registration Number:	1156226	PETER GUNN
Registration Number:	1157138	YANCY DERRINGER
Registration Number:	1116480	DISASTER

CH \$340.00 2364268

CORRESPONDENCE DATA

Fax Number: (212)425-5288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-425-7200
Email: ascheidt@kenyon.com, tmdocketny@kenyon.com
Correspondent Name: Andrea H. Scheidt
Address Line 1: One Broadway
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	32460/999
NAME OF SUBMITTER:	Andrea H. Scheidt
Signature:	/Andrea H. Scheidt/
Date:	12/19/2006

Total Attachments: 3
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EXHIBIT I
Quitclaim of Trademark Rights
(See Paragraph 1.2)

Pursuant to the Purchase Agreement (the "Agreement") dated as of October 13, 2003 between INTERNATIONAL CREATIVE EXCHANGE, INC. ("Transferor"), the address of which is c/o Chestnut Enterprises, Ltd., 311 Miller Avenue C-1, Mill Valley, CA 94941, and hereby quitclaims and transfers to American Educational Video Corp. ("Transferee"), the address of which is 1166 Beverwil Drive, Los Angeles CA 90035, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby quitclaims and transfers to Transferee and to Transferee's successors and assigns, all of Transferor's right, title and interest in and to the International Creative Exchange and "ICE" marks ("Quitclaimed Marks"), including trademarks, service marks, trade names and logos together with that part of the goodwill of the Transferor's business conducted under or otherwise symbolized by the Quitclaimed Marks and including all recordations, registrations and applications related to the Quitclaimed Marks worldwide and including all claims and rights associated with the Quitclaimed Marks including the right to bring and maintain actions for past, present and future infringement, including those marks which Transferor may own, as set forth on Exhibit A attached to this Quitclaim.

Transferor hereby appoints Transferee, its successors and assigns, as its irrevocable Attorney-In-Fact with the right (but not the obligation) to (i) secure trademark protection (and renewal and extensions thereof) for the Quitclaimed Marks, (ii) to enforce and protect all rights, licenses and privileges granted herein or pursuant to the Agreement dated as of [10/13/03] between Transferor and Transferee and granted under any and all applicable law, and (iii) to prevent any infringement of said Quitclaimed Marks, and to litigate, collect and receive all damages arising from such infringement of such rights, licenses and privileges, using the name of the Transferor (in the discretion of Transferee) and joining Transferor as party plaintiff or defendant in any suit or proceeding (in the discretion of Transferee). Transferor agrees to cooperate with Transferee in any suit or action instituted by Transferee hereunder. *Kur*

Transferor agrees to execute and deliver and cause to be executed and delivered to Transferee any and all documents and instruments reasonably required and necessary as requested by Transferee to evidence, maintain, or effectuate any provision of the Agreement. In the event Transferor fails to execute and deliver such other documents and instruments following presentation thereof to Transferor and the affording to Transferor of a reasonable opportunity to negotiate and then execute such documents and/or instrument, Transferee is hereby authorized and appointed Attorney-In-Fact of and for the Transferor to make, execute and deliver any and all such documents and instruments.

It is understood that Transferee's aforementioned powers as Attorney-in-Fact of the Transferor are powers coupled with an interest and irrevocable.

This Transfer and the provisions hereof shall be binding upon Transferor, its successors and assigns.

EXHIBIT 1

Adventures of Robin Hood, The
Adventures of Sir Lancelot, The
Almanac
Big Story, The
Buccaneers, The
Cartoons
Colonel March of Scotland Yard
Cross Current
Dateline Europe
Decoy
Foreign Intrigue
Hunter, The
International Detective
Invisible Man, The
John Fitzgerald Kennedy
Let us Entertain You
Marilyn Monroe
Mr. Lucky
Music Hall Varieties (also known as The Soundies)
My Hero
Overseas Adventure
Peter Gunn
Police Station
Ray Anthony
Soundies, The
Spirit of Survival
Star and the Story
Star Performance
Survival
Sword of Freedom
Trouble with Father, The
Wire Service
Yancy Derringer