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ATTORNEY DOCKET NUMBER:	008101.A002
NAME OF SUBMITTER:	Dax Alvarez
Signature:	/dax alvarez/
Date:	12/22/2006
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	
RECEIPT INFORMATION	
ETAS ID:	TM72599
Receipt Date:	12/22/2006
Fee Amount:	\$90

Signature:	/dax alvarez/
Date:	12/22/2006
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, Genius Products, Inc., a Delaware corporation having a place of business at 11250 El Camino Real, Suite 100, San Diego, California 92130 ("Assignor"), has acquired or adopted, and used, and thereby own all rights, title and interests in and to (i) the trademarks and (ii) the United States application for registration and registrations thereof identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (hereinafter collectively referred to as the "Marks"), together with the goodwill of the business appurtenant to said Marks; and

WHEREAS, Assignor is assigning the Marks as part of the entire business to which the Marks pertain as required by 15 U.S.C. § 1060; and

WHEREAS, Genius Products, LLC, a Delaware limited liability company having a place of business at 2230 Broadway, Santa Monica, California 90404 ("Assignee") the successor of the ongoing and existing business to which the Marks pertain is desirous of acquiring said Marks; and

WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interest in and to the Marks and the goodwill appurtenant thereto, to Assignee, Assignor is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the Marks.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office, so that Assignee's ownership of the Marks is duly made of record.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

GENIUS PRODUCTS, INC.
("Assignor")

Dated: 12/21/06

By: Michael Urich
Name: Michael Urich
Title: Corporate Secretary

EXHIBIT A

<u>Mark</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Class</u>
GENIUS PRODUCTS	76/038,080 2,455,217	May 1, 2000 May 29, 2001	35
GENIUS ENTERTAINMENT	76/391,713 2,867,323	April 4, 2002 July 27, 2004	9
GENIUS ENTERTAINMENT HOLLYWOOD CLASSICS	76/598,213	June 21, 2004	9