

**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:	04/30/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Philovision, Inc.		04/30/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Mr. Stephen S. Marshall
Street Address:	11711 Goshen Avenue
Internal Address:	#5
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3018757	VIDEO POSTMAN
Registration Number:	3107839	PHILOVISION
Registration Number:	3217105	
Registration Number:	3129565	VIDEO EMAIL EVOLVED
Registration Number:	3141657	VIDEO POSTMAN
Registration Number:	3135604	

**CORRESPONDENCE DATA**

Fax Number: (415)435-3465  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (310) 560-7851  
 Email: smarshall@alumni.stanfordgsb.org  
 Correspondent Name: Stephen S. Marshall

OP \$165.00 3018757

Address Line 1: 11711 Goshen Avenue  
Address Line 2: #5  
Address Line 4: Los Angeles, CALIFORNIA 90049

NAME OF SUBMITTER:	Stephen S. Marshall
Signature:	/Stephen S. Marshall/
Date:	05/11/2007

Total Attachments: 4  
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## ASSIGNMENT OF ASSETS

This Agreement dated as of April 30, 2007 is by and between Philovision, Inc., a Delaware corporation ("Assignor") and Stephen S. Marshall ("Assignee").

(a) WHEREAS, Assignor is the owner of certain intellectual property and technology used to create "Video Postman", a channel of direct marketing built around the concept of video enhanced electronic communications, as well as the owner of certain registered trademarks (itemized in the attached Exhibit A) and certain domain name registrations related to the "Philovision" and "Video Postman" brands (all of the above, collectively, the "IP"); and

(b) WHEREAS, Assignor has elected to discontinue operations of its business and to dissolve the corporate entity which possesses the IP; and

(c) WHEREAS, Assignee is the only shareholder of Philovision, Inc., and thus the only party with a residual claim on the IP; and

(d) WHEREAS, Assignor found no third party buyer for either the IP nor any remaining assets contained within Philovision, Inc. and Assignor intends to distribute the IP and any remaining assets of Philovision, Inc. to its shareholders.

(d) WHEREAS, Assignor wishes to transfer the entire rights, title, and interest in the IP as well as any remaining assets contained within Philovision, Inc. to Assignee; and

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

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the IP as well as any remaining assets contained within Philovision, Inc.

**2. Representations and Warranties.** Assignor represents and warrants to Assignee:

(a) Assignor has the right, power and authority to enter into this Agreement;

- (b) The IP and/or any remaining assets contained within Philovision, Inc. is/are free of any liens, security interests, encumbrances or licenses;
- (c) There are no claims, pending or threatened, with respect to Assignor's rights in the IP and/or any remaining assets contained within Philovision, Inc.;
- (d) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (e) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**3. Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**4. Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

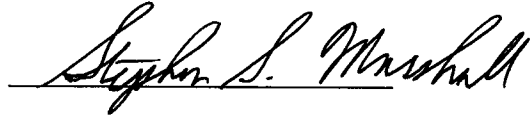
**5. Amendment.** This Agreement may be amended only by a writing signed by both parties.

**6. Authorization and Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement and hereby authorizes Assignor to perform any further acts and execute and deliver any documents required or requested by proper authorities in connection with the assignment of the IP and/or any remaining assets contained within Philovision, Inc. .

**9. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws. Any controversy, dispute or claim between the parties relating to this Agreement shall be resolved by courts located in Los Angeles County, California.

Assignor:

Philovision, Inc.

A handwritten signature in cursive script, reading "Stephen S. Marshall", written over a horizontal line.

By: Stephen S. Marshall

Title: Chief Executive Officer

Assignee:

Stephen S. Marshall

A handwritten signature in cursive script, reading "Stephen S. Marshall", written over a horizontal line.

Exhibit A

Philovision, Inc. Trademark Itemization

“Video Postman”

Registration # 3018757

“Philovision”

Registration # 3107839

“Video Postman Mail Truck Logo”

Registration # 3217105

“Video Email Evolved”

Registration # 3129565

“Video Postman Two Bar Logo”

Registration # 3141657

“Philovision Eye Logo”

Registration # 3135604