

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Modernica, Inc.		03/01/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Modernica Pictures, Inc.
Street Address:	2118 E. 7th Place
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78830054	SCRATCH LOUNGE
Serial Number:	77012960	

CORRESPONDENCE DATA

Fax Number: (302)658-5614
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 302-658-9141
 Email: crothstein@cblh.com, trademarks@cblh.com
 Correspondent Name: David M. Morse, Esq.
 Address Line 1: P. O. Box 2207
 Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:	70121-5
NAME OF SUBMITTER:	Attorney of record
Signature:	/dmm/

CH \$65.00 78830054

Date:

07/09/2007

Total Attachments: 2

source=AssignNPT#page1.tif

source=AssignNPT#page2.tif

ASSIGNMENT NUNC PRO TUNC

This Assignment Nunc Pro Tunc ("Assignment") is entered into and made effective as of September 1, 2006 ("Effective Date") by and between Modernica, Inc., a California corporation having a place of business at 2118 E. 7th Place, Los Angeles, California 90021 (hereinafter the "Assignor") and Modernica Pictures, Inc., a California corporation having a place of business at 2118 E. 7th Place, Los Angeles, California 90021 (hereinafter the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and the corresponding applications for trademark registration set forth on the attached Schedule, together with the goodwill of the business connected with the use of and symbolized by the trademarks (hereinafter collectively the "Marks");

WHEREAS, Assignee desires to acquire all right, title and interest in, to and under the Marks;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee as of the Effective Date, the entire right, title and in, to and under the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks and the right for past, present and future infringement and dilution thereof.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date.

Modernica, Inc.

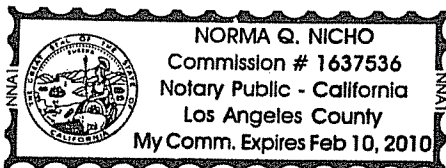
By: _____

Frank Novak
President

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On 03/01/2007 before me, Norma Q. Nicho, personally appeared Frank Novak personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



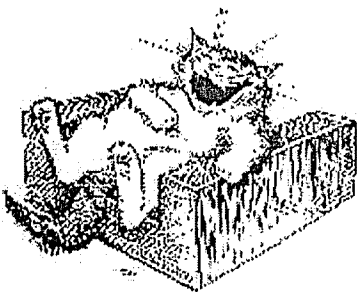
Notary Public in and for said County and State

TRADEMARK

REEL: 003576 FRAME: 0738

SCHEDULE

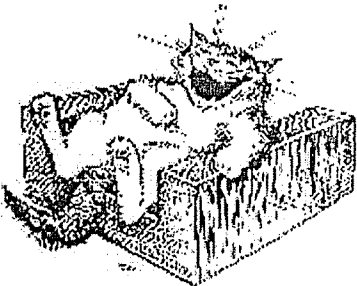
Trademark	Application No.	Filing Date	Country
SCRATCH LOUNGE	78/830,054	Mar. 6, 2006	United States
SCRATCH LOUNGE	005533856	Dec. 7, 2006	CTM
SCRATCH LOUNGE	2007-9834	Feb. 7, 2007	Japan



77/012,960

Oct. 3, 2006

United States



005500087

Dec. 8, 2006

CTM