

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NextEngine, Inc.		08/17/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Bigfoot Productions, Inc.
Street Address:	601 A Kinwicke Centre, 32 Hollywood Road
City:	Central Hong Kong
State/Country:	HONG KONG
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78907423	NEXTWIKI
Serial Number:	78907432	NEXTWIKI
Serial Number:	77048298	3D COMMUNICATOR

CORRESPONDENCE DATA

Fax Number: (310)820-5988  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-207-3800  
 Email: tom\_coester@bstz.com  
 Correspondent Name: Blakely, Sokoloff, Taylor & Zafman, LLP  
 Address Line 1: 12400 Wilshire Boulevard, 7th Floor  
 Address Line 4: Los Angeles, CALIFORNIA 90025-1040

ATTORNEY DOCKET NUMBER:	004956.G016
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DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:

CH \$90.00 78907423

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Thomas M. Coester

Signature:

/Thomas M. Coester/

Date:

08/20/2007

Total Attachments: 2

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GRANT OF SECURITY INTEREST AND MORTGAGE  
(TRADEMARKS)

WHEREAS, NextEngine, Inc. a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks comprising a portion of the Intellectual Property, as such term is defined in the Security Agreement (the "Agreement"), including the applications and registrations listed on the annexed Schedule 3-A, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, Grantor is obligated to Bigfoot Productions, Inc., (the "Grantee") under that certain Note dated as of October 8, 2002, between Grantor and Grantee, as such Note may be amended from time to time, and Grantor has entered into the Agreement in favor of Grantee; and

WHEREAS, pursuant to the Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Grantee a security interest in, and mortgage on, the Trademarks, including the applications and registration listed on the annexed Schedule 3-A, to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and mortgage on the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address: 601 A Kinwicke Centre, 32 Hollywood Road, Central Hong Kong, SAR.

IN WITNESS WHEREOF, Grantor has caused this Grant for Security (Trademarks) to be duly executed by its officers thereunto duly authorized as of the 17 day of August, 2007.

NEXTENGINE, INC.

By:   
Name: Mark S. Knighton  
Title: CEO

SCHEDULE 3-A TO GRANT OF SECURITY INTEREST AND MORTGAGE  
TRADEMARKS

*I. Pending Applications*

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NEXTWIKI	78/907,423	06/13/2006
NEXTWIKI	78/907,432	06/13/2006
3D COMMUNICATOR	77/048,298	11/20/2006