

08-15-2007



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To the Director of the U. S. Patent a

documents or the new address(es) below.

1. Name of conveying party(ies):
SPECTRAL COMMUNICATIONS, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: CALIFORNIA
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) APRIL 21, 2007

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MICHAEL POVAR

Internal Address: _____

Street Address: 18849 MIRANDA STREET

City: TARZANA

State: CALIFORNIA

Country: USA Zip: 91356

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Individual Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,453,797

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

THE FAN CHANNEL

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: DENNIS W. FRIED, ESQ.

Internal Address: LAW OFFICES OF DENNIS W. FRIED

Street Address: 16501 VENTURA BLVD., SUITE 610

City: ENCINO

State: CALIFORNIA Zip: 91436

Phone Number: 818-461-0211

Fax Number: 818-377-7910

Email Address: dfried@friedlegal.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Michael Povar

Signature

7/28/07

Date

MICHAEL POVAR

Total number of pages including cover sheet, attachments, and document: 2

08/14/2007 DRYNE 00000068 2452797 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark Agreement ("Agreement") is entered into this 21st of April, 2007 between Spectral Communications, Inc., a California corporation, located at 18849 Miranda Street, Tarzana, CA 91356, herein referred to as "Assignor", and Michael Povar of 18849 Miranda Street, Tarzana, CA 91356, herein referred to as "Assignee".

Assignor has adopted and is using a mark registered in the United States Patent Office, Registration No. 2,453,797 dated May 22, 2001, and Assignee is desirous of acquiring such mark and the registration thereof.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees to assign and transfer to Assignee, and by execution of this trademark assignment does transfer and assign, all rights, title and interest in and to the trademark/service mark THE FAN CHANNEL (the "Mark"), including the registration and application for registration thereof, together with the goodwill of the business symbolized by the Mark and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.

The Assignor warrants that said Mark is in full force and good standing and there are no other assignment of rights or licenses granted under the Mark, or known infringements by or against the Mark. Assignor further warrants that it is the lawful owner of the Mark and that it has full right and authority to transfer the Mark and that the Mark is free and clear of all liens, encumbrances and adverse claims.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. The laws of the State of California and the United States of America shall govern all aspects of this Agreement.

Dated: April 21, 2007

Spectral Communications, Inc.,
a California corporation

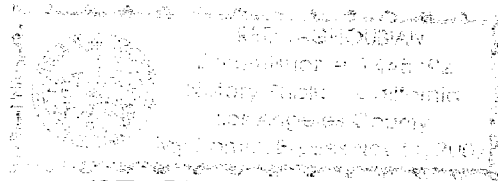
By: Michael Povar
Michael Povar, President

State of California)
County of Los Angeles)

On 7/28/, 2007 before me, FRED YACHAURIAN, a notary public in and for the State of California, personally appeared MICHAEL POVAR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Fred Yachaurian



(SEAL)