

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Steven A. Silvers		02/17/2007	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Stelor Productions, LLC
Street Address:	14701 Mockingbird Drive
City:	Darnestown
State/Country:	MARYLAND
Postal Code:	20874
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	76591382	GOO
Serial Number:	76591388	GOOBERRY
Serial Number:	76591378	GOOBOO
Serial Number:	76591390	GOOBOP
Serial Number:	76591387	GOOGEAR
Serial Number:	78420234	GOOGLES
Serial Number:	76591386	GOOGLES EDUTAINMENT
Serial Number:	76591392	GOOKIDS
Serial Number:	76591383	GOOLAGONG
Serial Number:	76591394	GOOLALA
Serial Number:	76592805	GOOMAIL
Serial Number:	76592806	GOOPETS
Serial Number:	76591381	GOOROO
Serial Number:	76591384	GOOSICAL

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Serial Number:	76591385	GOOTAINMENT
Serial Number:	76591393	GOOTER
Serial Number:	78513320	GOOTER
Serial Number:	78513308	GOOTOPIA
Serial Number:	78513300	GOOTROPOLIS
Serial Number:	76592804	GOOTUNES
Serial Number:	76591389	GOOWARE
Serial Number:	76591391	GOOWEAR
Registration Number:	2496754	IGGLE
Registration Number:	2496753	OGGLE
Registration Number:	2496755	OOGLE
Serial Number:	75655708	OOGLES
Registration Number:	2087590	GOOGLES

CORRESPONDENCE DATA

Fax Number: (202)408-4400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202.408.4000
Email: docketing@finnegan.com
Correspondent Name: Laurence R. Hefter
Address Line 1: Finnegan, Henderson, Farabow et al.
Address Line 2: 901 New York Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	09519.0999
NAME OF SUBMITTER:	Laurence R. Hefter
Signature:	/Laurence R. Hefter/
Date:	09/05/2007

Total Attachments: 6
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WORLDWIDE ASSIGNMENT AGREEMENT

This Worldwide Assignment Agreement (the "Agreement") is effective as of the 9th of February, 2007 (the "Effective Date").

BETWEEN:

- (1) Steven A. Silvers, an individual of West Palm Beach, Florida and Silvers Entertainment Group, Inc. of West Palm Beach, Florida (individually and jointly "Assignor"); and
- (2) Stelor Productions, LLC f/k/a Stelor Productions, Inc., a Delaware corporation with its principal place of business at 14701 Mockingbird Drive, Darnestown, Maryland 20874 (Assignee").

WHEREAS:

- (1) Assignor asserts the ownership of all intellectual property rights relating to the GOOGLES FROM GOO characters and stories, including but not limited to a) the Federal registrations and applications for registration identified in Schedule A and the Foreign registrations and applications identified in Schedule B; b) the intellectual property which is included in and licensed to Assignee in the License, Distribution and Manufacturing Agreement between Assignor and Assignee dated June 1, 2002; c) all domain names relating to the GOOGLES FROM GOO trademarks, services marks, characters and stories, including, without limitation, those identified in Schedule C ("Domain Names"); d) all trademarks, service marks, trade names, character names, marks, symbols, devices, trade dress, sounds, expressions, ideas and pictorial representations relating to the GOOGLES FROM GOO characters and stories, whether or not the subject of a federal or foreign registration; e) all copyrights for all media relating to the GOOGLES FROM GOO characters, images, plots, treatments, screenplays, songs, music, lyrics, sound recordings, audio visual works, computer programs, and stories including, but not limited to those listed in Schedule D for the full term and all renewals and extensions thereof; f) any and all derivative works, adaptations, compilations, and collective works; and g) any and all patents regarding the GOOGLES FROM GOO characters and stories, including but not limited to the U.S. Letters Patent identified in Schedule E, all of the foregoing hereby collectively referred to as the "GOOGLES IP";
- (2) Assignee wishes to acquire full, complete and unencumbered ownership of the GOOGLES IP.

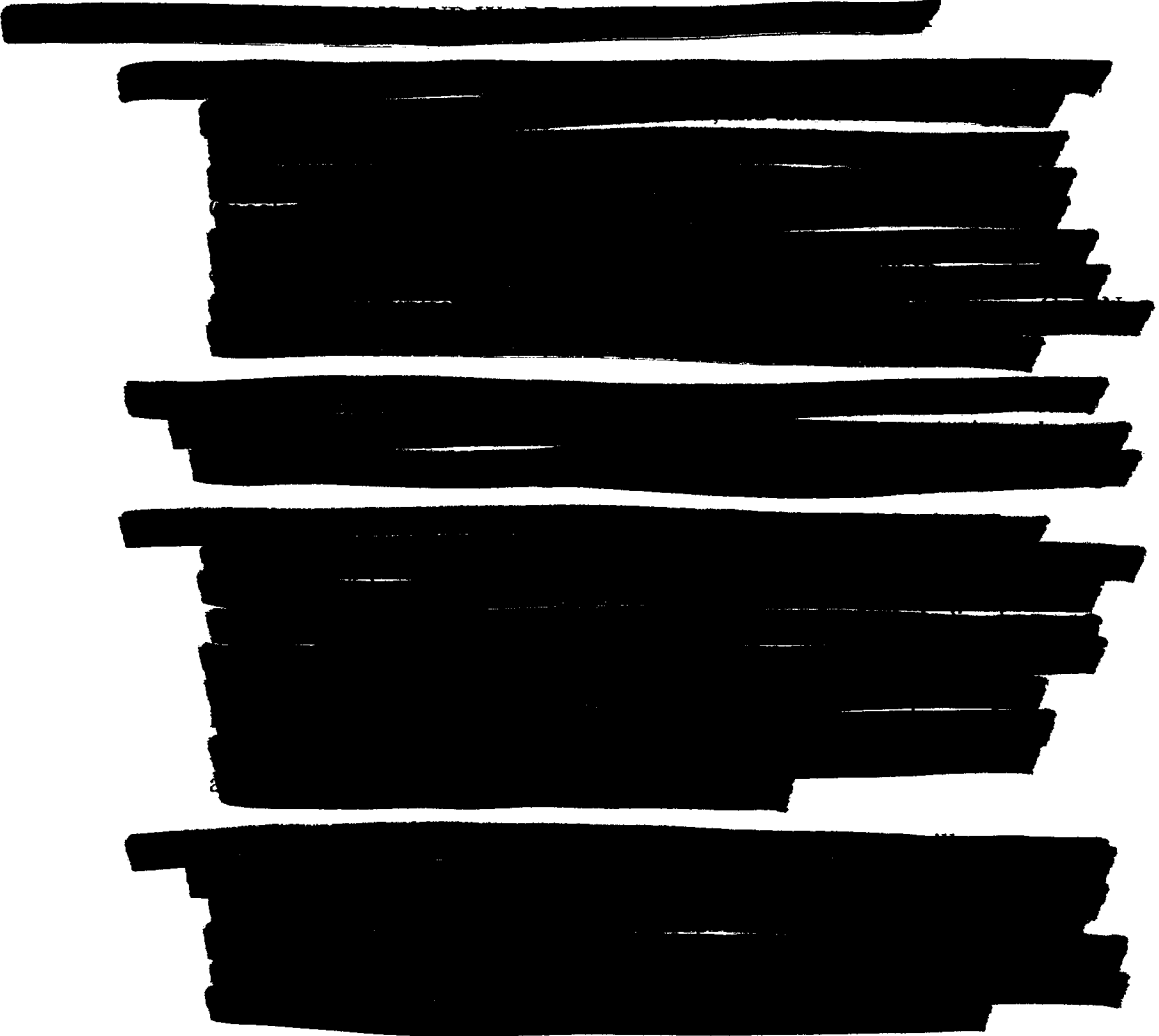
NOW IT IS HEREBY AGREED as follows:

Ed.



1. **ASSIGNMENT**

- (a) In consideration of the foregoing and payment of good, sufficient and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee and its successors and assigns, free from any known encumbrances all right, title and interest in and to the GOOGLES IP, together with the goodwill associated with the GOOGLES IP and the right to sue for, settle, or release any past, present, or future infringement thereof.
- (b) This Assignment extends to Assignor's rights to the GOOGLES IP worldwide.



- (e) This Assignment and all of its terms and provisions are and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, agents, officers, directors, employees, successors,

assigns, general partners, limited partners, members, affiliates, and insurers of the parties hereto.

[Handwritten signature]

IN WITNESS OF THIS ASSIGNMENT, Assignor has signed below:

STEVEN A. SILVERS

By: *Steven A. Silvers*
Steven A. Silvers

Date: 2/17/07

SILVERS ENTERTAINMENT GROUP, INC.

By: *Steven A. Silvers*
Steven A. Silvers, President

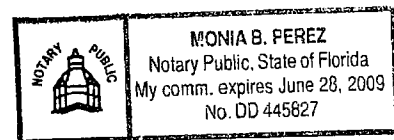
Date: 2/17/07

STATE OF Florida §
COUNTY OF Palm Beach § SS:

Before me, a Notary Public, on this day personally appeared STEVEN A. SILVERS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of STEVEN A. SILVERS, and that he or she has executed the same on behalf of him or herself for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of FEBRUARY, 2007.

Monia B. Perez
Notary Public



Schedule A U.S. Trademarks



Schedule E U.S. Patent (Number, title, issue date)

Handwritten signature or initials

Schedule A

<i>Mark</i>	<i>Country</i>	<i>Type</i>	<i>Appl. Date</i>	<i>Appl. No.</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
GOO	United States	TM	5/7/2004	76/591,382		
GOOBERRY	United States	TM	5/7/2004	76/591,388		
GOOBOO	United States	TM	5/7/2004	76/591,378		
GOOBOP	United States	TM	5/7/2004	76/591,390		
GOOGEAR	United States	TM	5/7/2004	76/591,387		
GOOGLES	United States	SM	5/17/2004	78/420,234		
GOOGLES & Design	United States	TM	8/2/1996	75/150,767	2,087,590	8/12/1997
GOOGLES EDUTAINMENT	United States	TM	5/7/2004	76/591,386		
GOOKIDS	United States	TM	5/7/2004	76/591,392		
GOOLAGONG	United States	TM	5/7/2004	76/591,383		
GOOLALA	United States	TM	5/7/2004	76/591,394		
GOOMAIL	United States	TM	5/13/2004	76/592,805		
GOOPETS	United States	TM	5/13/2004	76/592,806		
GOOROO	United States	TM	5/7/2004	76/591,381		
GOOSICAL	United States	TM	5/7/2004	76/591,384		
GOOTAINMENT	United States	TM	5/7/2004	76/591,385		
GOOTER	United States	TM	5/7/2004	76/591,393		
GOOTER	United States	TM/SM	11/8/2004	78/513,320		

<i>Mark</i>	<i>Country</i>	<i>Type</i>	<i>Appl. Date</i>	<i>Appl. No.</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
GOOTOPIA	United States	TM/SM	11/8/2004	78/513,308		
GOOTROPOLIS	United States	TM/SM	11/8/2004	78/513,300		
GOOTUNES	United States	TM	5/13/2004	76/592,804		
GOOWARE	United States	TM	5/7/2004	76/591,389		
GOOWEAR	United States	TM	5/7/2004	76/591,391		
IGGLE	United States	TM	3/5/1999	75/655,710	2,496,754	10/9/2001
OGGLE	United States	TM	3/5/1999	75/655,709	2,496,753	10/9/2001
OOGLE	United States	TM	3/5/1999	75/655,711	2,496,755	10/9/2001
OOGLES & Design	United States	TM	3/5/1999	75/655,708		