

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/01/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Creative Kindgoms, LLC		09/21/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	New Kingdoms, LLC
Street Address:	2411 Oak Street, Suite 402
City:	Myrtle Beach
State/Country:	SOUTH CAROLINA
Postal Code:	29577
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78503301	MQ
Serial Number:	78503294	MAGIQUEST
Serial Number:	78546366	MQ

CORRESPONDENCE DATA

Fax Number: (949)760-9502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-760-0404
 Email: efilings@kmob.com
 Correspondent Name: Susan M. Natland
 Address Line 1: 2040 Main Street, 14th Floor
 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	CKING.001T
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**TRADEMARK
 REEL: 003629 FRAME: 0284**

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NAME OF SUBMITTER:	Susan M. Natland
Signature:	/susan m. natland/
Date:	09/26/2007
Total Attachments: 4 source=1264_001#page1.tif source=1264_001#page2.tif source=1264_001#page3.tif source=1264_001#page4.tif	

AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This Amendment of Assignment and Assumption Agreement ("Agreement"), effective as of June 1, 2007, is by and between Creative Kingdoms, LLC, a Delaware limited liability company ("ASSIGNOR"), and New Kingdoms, LLC, a South Carolina limited liability company ("ASSIGNEE").

WHEREAS, on April 23, 2007, Creative Kingdoms, LLC and New Kingdoms, LLC entered into an Assignment and Assumption Agreement concerning the transfer of various assets; and

WHEREAS, Creative Kingdoms, LLC and New Kingdoms, LLC wish to amend certain provisions of such Assignment and Assumption Agreement.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend certain provisions of the Assignment and Assumption Agreement as follows:

A. All of the terms and conditions under the Assignment and Assumption Agreement will remain unchanged, effective and in full force, except that:

(a) Paragraph 1 shall be replaced in its entirety as follows:

1. Transfer and Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's right, title and interest under, in and to the following assets and properties (collectively, the "Assigned Assets"):

- a. The copyrights (both registered and non-registered) set forth on Annex A to the NK Security Agreement (the "Assigned Copyrights");
- b. The agreements set forth on Annex C to the NK Security Agreement (the "Contracts").
- c. The Trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and the Trademark Applications/Registrations set forth in Schedule B, attached hereto and incorporated herein by this reference, and:

(i) ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past

infringement (hereinafter collectively referred to as "Trademarks") worldwide.

(ii) ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same.

(iii) ASSIGNOR is the owner of U.S. trademark applications, Canadian trademark applications and Japanese trademark registrations relating to the Trademarks and listed in Schedule B (hereinafter collectively referred to as "Trademark Applications/Registrations").

(iv) ASSIGNOR has a 99% interest in ASSIGNEE, and ASSIGNEE has been actively involved in the plans to use and/or the use of the Trademarks, and has the know-how associated with the products and services that are being offered or will be provided in connection with the Trademarks, as well as the business associated with the Trademarks.

(v) ASSIGNEE desire to acquire all rights, title, and interest in and to the Trademarks and the Trademark Applications/Registrations, and ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and the Trademark Applications/Registrations; and accordingly

(vi) ASSIGNOR hereby assigns to ASSIGNEE, all rights, title and interest it may have in and to the Trademarks and the Trademark Applications/Registrations, together with the goodwill symbolized by said Trademarks and the portion of ASSIGNOR'S business to which the Trademarks pertain.

(b) Paragraph 3 shall be replaced in its entirety as follows:

3. Further Assurances. Assignor and Assignee agree, at the other party's request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order more effectively to vest in Assignee all of Assignor's rights, title and interest under, in and to each of the Assigned Assets, and to evidence Assignee's assumption of the Assumed Liabilities, or to otherwise carry out the provisions of this Agreement.

- (c) All appropriate subsections of Paragraph 6 are hereby amended to delete the term "Retained Trademarks," as well as any terms related to "License Agreement."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the date indicated above.

ASSIGNOR:

Creative Kingdoms, LLC,
a Delaware limited liability company

By: _____


Denise Weston
President


Date: _____

9-21-07

ASSIGNEE:

New Kingdoms, LLC
a South Carolina limited liability company

By: _____


Rick A. Briggs
President

Date: _____

Sept 4, 2007

SCHEDULES TO AGREEMENT

SCHEDULE A

Trademarks:



1. MAGIQUEST




2.
3. MQ

SCHEDULE B


U.S. Trademark Applications

<u>MARK</u>	<u>APPL. SERIAL NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
MAGIQUEST	78/503,294	October 20, 2004	9, 18, 21, 25, 28, 35, 41 and 42
	78/546,366 (parent application of Ser. No. 78/978,765)	January 12, 2005	9, 35, 41, and 42
	78/978,765 (child application of Ser. No. 78/546,366)	January 12, 2005	21, 25, 28, and 41
MQ	78/503,301	October 20, 2004	9, 18, 21, 25, 35, 41, and 42

Canadian Trademark Applications

<u>MARK</u>	<u>APPL. SERIAL NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
MAGIQUEST	1255820	April 20, 2005	N/A
MQ	1256250	April 20, 2005	N/A
	1264046	July 4, 2005	N/A

Japanese Trademark Registrations

<u>MARK</u>	<u>REG NO.</u>	<u>FILING DATE/REG DATE</u>	<u>INTL. CLASS</u>
MAGIQUEST	5048364	June 22, 2006/May 18, 2007	41
	5048365	June 22, 2006/May 18, 2007	41