

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TNow Entertainment Group, Inc.	FORMERLY The V.I.P. Tour Company	12/31/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The V.I.P. Tour Company		
<b>Street Address:</b>	3800 Golf Road, Suite 125		
<b>City:</b>	Rolling Meadows		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60008		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78736025	TICKETSNOW	
<b>Registration Number:</b>	2433275	TICKETSNOW.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(206) 359 - 8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Grace Han Stanton		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101-3099		
<b>ATTORNEY DOCKET NUMBER:</b>	59940-4000.0000.GX65		
<b>NAME OF SUBMITTER:</b>	Grace Han Stanton		
<b>Signature:</b>	/Grace Han Stanton/		

CH \$65.00 78736025

Date:

10/05/2007

**Total Attachments: 3**

source=Contribution Agreement#page1.tif

source=Contribution Agreement#page2.tif

source=Contribution Agreement#page3.tif

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** (this "Agreement") is made and entered into as of December 31, 2005, by and between Michael Domek ("Domek"), The V.I.P. Tour Company, a Delaware corporation ("VIP") and the following entities: TNow Entertainment Group, Inc., EventInventory.com, Inc., OpenSeats, Inc., TicketsNow.com, Inc., Premium Inventory, Inc., Net Tickets.com, Inc. and Show Me Tickets, LLC (referred to interchangeably as an "Entity" or collectively as the "Entities").

### BACKGROUND

A. Domek currently owns \_\_\_\_\_ of all issued and outstanding stock of all of the corporate Entities and \_\_\_\_\_ of the membership interest of the Entity which is a limited liability company. The collective ownership of all of such stock interest and membership interest is hereinafter referred to as the "Ownership Interest".

B. Domek wishes to restructure and reorganize his holdings in the Entities. In connection therewith, Domek has formed VIP. Pursuant to the terms and conditions of this Agreement, Domek will contribute his Ownership Interest in the Entities in exchange for \_\_\_\_\_ of all issued and outstanding stock of VIP, all as hereinafter set forth.

Accordingly, in consideration of the premises and of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which the parties acknowledge, the parties agree as follows:

**SECTION 1. TRANSFER OF OWNERSHIP INTEREST:** Effective as of the date of this Agreement, Domek hereby transfers to VIP, its successors and assigns, all of Domek's rights, interests, and titles in and to the Ownership Interest for each Entity for VIP's use and benefit forever, with full power and authority vested in VIP with respect to the Ownership Interest, each Entities' rights, privileges and obligations, all as set forth on the financial statements for each Entity, together with any rights, privileges, or liabilities not reflected in the financial statements. In exchange for the transfer of the Ownership Interest, Domek shall receive \_\_\_\_\_ common shares, \_\_\_\_\_ par value per share, of VIP, which shares represent \_\_\_\_\_ % of the issued and outstanding shares of VIP as of the date of this Agreement.

**SECTION 2. ACCEPTANCE AND ASSUMPTION:** VIP hereby agrees to accept Domek's Ownership Interest in the Entities, together with all assets and liabilities represented by those Entities.

**SECTION 3. CONSENT:** Domek, in his capacity as the owner of all of the Entities and, after the transfer contemplated by this Agreement, as the owner of all of the issued and outstanding stock of VIP, hereby consents to and approves of the transactions contemplated by this Agreement

**SECTION 4. AMENDMENTS:** This Agreement may be amended only by an instrument signed in writing by all of the parties hereto.

**SECTION 5. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior agreements and understanding with respect to such subject matter, and the parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein.

**SECTION 6. GOVERNING LAW:** This Agreement and the rights of the parties under this Agreement are governed by and are interpreted in accordance with the laws of the State of Illinois, without reference to its choice of law or conflict of laws rules.

**SECTION 7. BINDING EFFECT:** Except as otherwise specifically provided in this Agreement, this Agreement is binding upon and inures to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns.

**SECTION 8. GENDER AND NUMBER:** Wherever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender include the masculine, feminine and neuter.

**SECTION 9. CAPTIONS:** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope of any provision hereof.

**SECTION 10. SEVERANCE:** If any provision of this Agreement, or the application of that provision to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those to which it is held invalid, is not affected by that invalidity.

**SECTION 11. COUNTERPARTS:** This Agreement may be signed in several counterparts, each of which is an original but all of which constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page, and this Agreement may be signed by the affixing of the signatures of each of the parties to one of these counterpart signature pages. All of the counterpart signature pages must be read as though one, and they have the same force and effect as though all the signers had signed a single signature page.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

**MICHAEL DOMEK, personally**

\_\_\_\_\_

**TNOW ENTERTAINMENT GROUP, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EVENTINVENTORY.COM, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**OPENSEATS, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TICKETSNOW.COM, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PREMIUM INVENTORY, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**NET TICKETS.COM, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SHOW ME TICKETS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE V.I.P. TOUR COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_