

**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>               |
| Webosaurs, LLC                   |  | 10/22/2007            | LIMITED LIABILITY COMPANY: TEXAS |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                  |
| <b>Name:</b>                     | Reel FX, Inc.  |                       |                                  |
| <b>Street Address:</b>           | 301 N. Crowdus Street  |                       |                                  |
| <b>City:</b>                     | Dallas   |                       |                                  |
| <b>State/Country:</b>            | TEXAS  |                       |                                  |
| <b>Postal Code:</b>              | 75226  |                       |                                  |
| <b>Entity Type:</b>              | CORPORATION: TEXAS   |                       |                                  |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                                  |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                  |
| <b>Serial Number:</b>            | 77261235   | WEBOSAURS             |                                  |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                  |
| <b>Fax Number:</b>               | (760)294-5161  |                       |                                  |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                  |
| <b>Phone:</b>                    | 760-294-5160   |                       |                                  |
| <b>Email:</b>                    | diane@mm-ip.com  |                       |                                  |
| <b>Correspondent Name:</b>       | Mastermind IP Law P.C.   |                       |                                  |
| <b>Address Line 1:</b>           | 421 Santa Marina Court   |                       |                                  |
| <b>Address Line 4:</b>           | Escondido, ALBERTA 92029   |                       |                                  |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 0034-T007001   |                       |                                  |
| <b>NAME OF SUBMITTER:</b>        | Diane L. Gardner   |                       |                                  |
| <b>Signature:</b>                | /Diane L. Gardner/   |                       |                                  |
| <b>Date:</b>                     | 02/06/2008   |                       |                                  |

OP \$40.00 77261235

Total Attachments: 3  
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**EXHIBIT A**

**ASSIGNMENT**

This ASSIGNMENT (this "Assignment"), dated as of October 22, 2007, is by and between WEBOSAURS, LLC, a Texas limited liability company ("Assignor") and REEL FX, Inc., a Texas corporation ("Assignee").

Assignor has adopted, used and is using that certain trademark and/or service mark for which an application for registration has been filed with the United States Patent and Trademark Office, which has been assigned U.S. Serial No. 77/261,235, and as further identified on Appendix A attached hereto (the "TradeMark"). Assignor also holds certain right, title and interest in and to the Internet domain names as further identified on Appendix B attached hereto (the "Domains"). Pursuant to the Asset Purchase Agreement dated as of the date hereof by and among the Assignee, the Assignor and Jacques Panis (the "Purchase Agreement"), Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all rights that Assignor has in the Trademark and the Domains, and any application and/or registration thereof any existing or future continuation or divisional applications and foreign counterparts, together with the associated goodwill and the entire portion of the business represented by the Trademark and the Domains for the consideration and on the terms set forth herein. Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

In consideration of the covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Trademark and the Domains, and the use thereof, in the United States and throughout the world, any common law rights relating to the Trademark and the Domains and the application and/or registration thereof, together with the goodwill of the business represented by the Trademark and the Domains, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Trademark or the Domains or such represented goodwill.

Nothing contained herein shall be deemed to supercede, alter, modify, replace, amend, change, rescind, waive, expand, diminish or otherwise affect any of the provisions set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants and agreements set forth in the Purchase Agreement relating to the Trademark and the Domains or otherwise.

The execution, interpretation and performance of this Assignment, and any disputes with respect to the transactions contemplated by this Assignment, including any fraud or tort claims, shall be governed by the internal laws and judicial decisions of the State of Texas (but excluding all other choice of law and conflicts of law rules).

From time to time following the Closing, the Assignor shall promptly execute and deliver, or cause to be executed and delivered, to the Assignee such other instruments, documents or agreements, and take such other actions, as the Assignee may reasonably request or as may be reasonably necessary to more effectively consummate the transactions contemplated hereby.

In the event that the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any lawful and necessary document required to apply for or execute any renewals, extensions, continuations, divisions or continuations in part thereof, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, as the Assignor's agents

and attorneys-in-fact to act for and in the Assignor's behalf, to execute and file any such application and to do all other lawfully permitted acts with the same legal force and effect as if executed by the Assignor.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

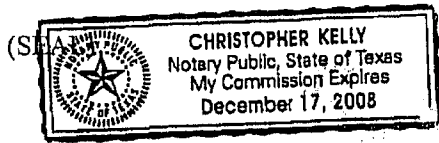
WEBOSAURS, LLC


By:

  
\_\_\_\_\_  
Jacques Panis, Sole Manager and Member

STATE OF TEXAS  
COUNTY OF DALLAS

This 19<sup>th</sup> day of December, 2007 before me personally came the above-named JACQUES PANIS, to me personally known as the individual who executed the foregoing assignment on behalf of WEBOSAURS, LLC who has acknowledged to me that he, as sole manager and member of WEBOSAURS, LLC, being authorized to do so, signed and sealed the same on behalf WEBOSAURS, LLC, for the purposes therein set forth.



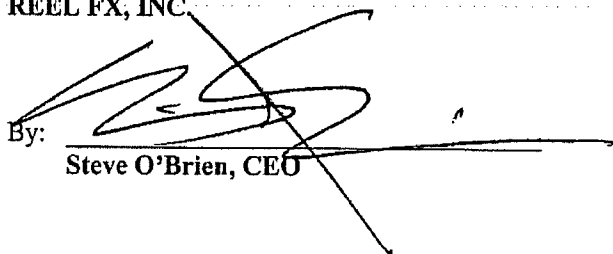
  
\_\_\_\_\_  
Notary Public

**ACCEPTANCE**

The undersigned hereby accepts the foregoing Assignment as of the date first above written.

REEL FX, INC.

By:

  
Steve O'Brien, CEO