

**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
------------------------------	--

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Creative Group, Inc.		06/30/2008	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Creative Group Acquisition Co.
<b>Street Address:</b>	1601 Broadway
<b>Internal Address:</b>	10th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1159968	FANGORIA
Registration Number:	1159969	FANGORIA
Serial Number:	78938288	FANGORIA CHAINSAW AWARDS
Serial Number:	78950572	FANGORIA HORROR HALL OF FAME
Serial Number:	78950544	FANGORIA SLICES
Registration Number:	1526869	GOREZONE
Registration Number:	1515369	SPICE!
Registration Number:	1197827	STARLOG
Registration Number:	1197828	STARLOG

**CORRESPONDENCE DATA**

Fax Number: (212)585-8080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 213-629-6095

CH \$240.00 1159968

Email: nptm@nixonpeabody.com  
Correspondent Name: David L. Anderson  
Address Line 1: 401 9th Street, N.W.  
Address Line 2: Suite 900  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2128

ATTORNEY DOCKET NUMBER:	050571000001
NAME OF SUBMITTER:	David L. Anderson
Signature:	/David L. Anderson/
Date:	08/18/2008

**Total Attachments: 13**

source=Creative Acquisition Group Assignment#page1.tif  
source=Creative Acquisition Group Assignment#page2.tif  
source=Creative Acquisition Group Assignment#page3.tif  
source=Creative Acquisition Group Assignment#page4.tif  
source=Creative Acquisition Group Assignment#page5.tif  
source=Creative Acquisition Group Assignment#page6.tif  
source=Creative Acquisition Group Assignment#page7.tif  
source=Creative Acquisition Group Assignment#page8.tif  
source=Creative Acquisition Group Assignment#page9.tif  
source=Creative Acquisition Group Assignment#page10.tif  
source=Creative Acquisition Group Assignment#page11.tif  
source=Creative Acquisition Group Assignment#page12.tif  
source=Creative Acquisition Group Assignment#page13.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This intellectual property assignment agreement ("Agreement") dated as of June 30, 2008, is made by and between Creative Group Acquisition Co., a Delaware corporation (the "Company"), and Creative Group, Inc., a New York corporation ("Assignor").

WHEREAS, Company and Transferor are entering into an Asset Purchase Agreement, by and among Company, Assignor and certain of Assignor's Affiliates, as listed on Schedule 1 attached thereto (collectively with Assignor, "Transferor"), dated April 18, 2008 (the "Purchase Agreement") pursuant to which Company shall acquire substantially all of Transferor's assets.

WHEREAS, pursuant to the Purchase Agreement, Transferor has agreed to transfer any and all Intellectual Property (as defined therein) in and to the Purchased Assets to the Company, as defined therein, as further set forth on Schedule 2.1(h).

WHEREAS, as a condition precedent to the Purchase Agreement, Transferor has agreed to transfer any and all of its intellectual property rights in and to the Purchased Assets to Company.

WHEREAS, Company desires to acquire all rights, title and interests in and to the Purchased Assets.

NOW THEREFORE, in consideration of good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Transferor does hereby irrevocably, absolutely and exclusively grant, assign and transfer to Company, forever, any and all of the right, title, interest and claims, free from any Encumbrances that Transferor has, or may have in and to all Intellectual Property, including but not limited to Copyrights (and renewal rights thereto and extensions thereof), Trademarks, service marks, Patents, trade secrets, Domain Names and other rights and all renewals and extensions thereof, in and to the Purchased Assets (collectively, the "Assigned IP"), together with all rights and powers arising or accrued therefrom, including, without limitation, the right to sue and recover damages for future or past infringements of the Assigned IP and to fully and entirely stand in place of the Transferor in all matters related thereto. With respect to trademarks such Assigned IP shall include the goodwill of the business symbolized by the trademarks. With respect to patents such assignment shall include (i) all rights, title and interests throughout the world in, to and under the patent, and the underlying inventions described therein and any United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and substitutes therefor, and all letters patent of the United States which have been or may be granted thereon and all foreign counterparts thereof and (ii) the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the patents including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Company. Transferor shall execute any and all other documents, and shall take all other actions as required to effectuate the assignment of rights hereunder including but not limited to any documentation required by the applicable Domain Name registrar necessary to transfer the Domain Names. In the event Transferor does not execute any such document within ten (10) days of request, Transferor appoints Company as its attorney-in-fact, coupled with an interest to execute any such documents.

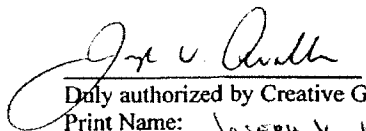
2. Representations and Warranties. Transferor, jointly and severally, represents and warrants that:

- a. Transferor is the sole and exclusive owner of the Assigned IP.

- b. Transferor has the unrestricted right, power and authority to enter into this Agreement and assign the Assigned IP and Transferor shall not enter into any agreement the performance of which would in any way prevent, limit or restrict the performance of this Agreement.
  - c. The Assigned IP and no part thereof is in the public domain in the United States; and that the Assigned IP is or may be validly protected throughout the world so far as the laws of other countries provide for such protection.
  - d. That none of the rights herein sold and assigned to Company have heretofore been sold, assigned, licensed or otherwise transferred to any other person, firm or corporation by any instrument or agreement now valid or outstanding, nor have said rights been in any way encumbered, limited or diminished by any act or omission, and that said rights are free and clear of any and all liens or claims whatsoever.
  - e. There is no litigation pending or, to the best of Transferor's knowledge, in the exercise of reasonable prudence, there is no claim pending: (i) concerning or purporting to affect adversely Transferor's rights or title as herein represented or conveyed or (ii) which if sustained would be contrary to Transferor's warranties, representations and agreements contained herein.
  - f. Transferor shall provide assistance and cooperation to Company in connection with the transfer and recording of the Assigned IP, including, executing any other documents or materials requested by Company to effectuate the assignment of rights hereunder, including, short form assignments substantially in the form as Exhibits A, Exhibit B, Exhibit C and Exhibit D attached hereto. Transferor hereby authorizes and appoints Company, or any successor in interest, as such Transferor's attorney-in-fact, coupled with an interest, to prepare and sign all documents on such Transferor's behalf which may be required to obtain full copyright, trademark or other legal benefits, including, but not limited to, registrations, extensions and renewals.
3. Transferor will indemnify and hold Company harmless from and against any and all liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees), arising out of any breach of Transferor's representations, warranties or obligations under this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed wholly therein. Transferor consents to the jurisdiction of the courts of the State of California.
5. If any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The waiver of any breach of any provision of this Agreement, regardless of the number or extent of the same, shall not be construed as a modification of this Agreement or as a waiver of any other breach of the said provision or any other provision of this Agreement.
6. Except as otherwise provided in this Agreement, this Agreement can be modified, amended, or any provision waived only by a written instrument signed by Transferor and Company.
7. Except as otherwise defined herein, capitalized terms shall have the same meaning as set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.


COMPANY

  
Duly authorized by Creative Group, Inc., a ~~Delaware~~ <sup>NEW YORK</sup> corporation  
Print Name: JOSEPH V. AVALLONE  
Print Title: PRESIDENT

Signature Page – Intellectual Property Assignment Agreement

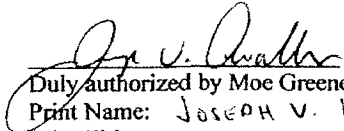
TRADEMARK  
REEL: 003836 FRAME: 0973

TRANSFEROR

  
Duly authorized by Creative Group, Inc., a New York corporation  
Print Name: JOSEPH V. AVALLONE  
Print Title: PRESIDENT

Signature Page – Intellectual Property Assignment Agreement

TRADEMARK  
REEL: 003836 FRAME: 0974

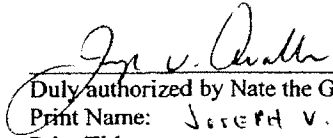


Duly authorized by Moe Greene Entertainment LLC, a New York limited liability company

Print Name: JOSEPH V. AVALLONE

Print Title: C.E.O.

Signature Page – Intellectual Property Assignment Agreement



Duly authorized by Nate the Great LLC, a New York limited liability company

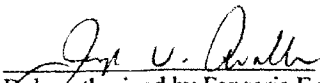
Print Name: JOSEPH V. AVALLONE

Print Title: C.E.O.

Signature Page -- Intellectual Property Assignment Agreement

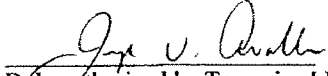
**TRADEMARK**  
**REEL: 003836 FRAME: 0976**



  
Duly authorized by Fangoria Entertainment, Inc., a New York corporation  
Print Name: JOSEPH V. AVALLONE  
Print Title: C.E.O.

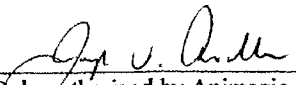
Signature Page -- Intellectual Property Assignment Agreement

**TRADEMARK**  
**REEL: 003836 FRAME: 0977**

  
Duly authorized by Tangerine LLC, a New York limited liability company  
Print Name: JOSEPH V. AVALLONE  
Print Title: PRESIDENT

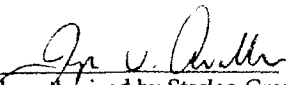
Signature Page – Intellectual Property Assignment Agreement

**TRADEMARK**  
**REEL: 003836 FRAME: 0978**

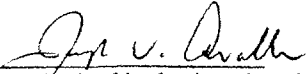
  
Duly authorized by Animagic LLC, a New York limited liability company  
Print Name: JOSEPH V. AVALLONE  
Print Title: PRESIDENT

Signature Page -- Intellectual Property Assignment Agreement

**TRADEMARK**  
**REEL: 003836 FRAME: 0979**

  
Duly authorized by Starlog Group, Inc., a New York corporation  
Print Name: JOSEPH V. AVALLONE  
Print Title: C.E.O.

Signature Page – Intellectual Property Assignment Agreement



Duly authorized by Starlog Licensing of America, Inc., a New York corporation

Print Name: JOSEPH V. AVALLONE

Print Title: C.E.O.

Signature Page – Intellectual Property Assignment Agreement

**TRADEMARK**  
**REEL: 003836 FRAME: 0981**

  
Duly authorized by Starlog Entertainment, Inc., a New York corporation  
Print Name: JOSEPH V. AVALLONE  
Print Title: C.E.O.

Signature Page – Intellectual Property Assignment Agreement

TRADEMARK  
REEL: 003836 FRAME: 0982

Trademark Schedule A

TRADEMARKS

Mark	Territory	Serial No. /Registration No.
<b>FANGORIA</b> (design mark) (Class 16)	U.S.	Reg No. 1,159,968
<b>FANGORIA</b> (Class 16)	U.S.	Reg No. 1,159,969
<b>FANGORIA CHAINSAW AWARDS</b> (Class 41)	U.S.	Serial No. 78/938,288
<b>FANGORIA HORROR HALL OF FAME</b> (Class 41)	U.S.	Serial No. 78/950,572
<b>FANGORIA SLICES</b> (Class 41)	U.S.	Serial No. 78/950,544
<b>GOREZONE</b> (design mark) (Class 16)	U.S.	Reg No. 1,526,869
<b>SPICE!</b> (design mark) (Class 16)	U.S.	Reg No. 1,515,369
<b>STARLOG</b> (design mark) (Class 16)	U.S.	Reg No. 1,197,827
<b>STARLOG</b> (Class 16)	U.S.	Reg No. 1,197,828