

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
Creative Group, Inc.		06/30/2008	CORPORATION: NEW YORK
Moe Greene Entertainment LLC		06/30/2008	LIMITED LIABILITY COMPANY: NEW YORK
Nate the Great LLC		06/30/2008	LIMITED LIABILITY COMPANY: NEW YORK
Fangoria Entertainment, Inc.		06/30/2008	CORPORATION: NEW YORK
Tangerine LLC		06/30/2008	LIMITED LIABILITY COMPANY: NEW YORK
Animagic LLC		06/30/2008	LIMITED LIABILITY COMPANY: NEW YORK
Starlog Group, Inc.		06/30/2008	CORPORATION: NEW YORK
Starlog Licensing of America, Inc.		06/30/2008	CORPORATION: NEW YORK
Starlog Entertainment, Inc.		06/30/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0636620	AMERICAN ASTROLOGY
Registration Number:	2235958	BELLE
Registration Number:	2273020	BERT SUGAR'S FIGHT GAME
Registration Number:	1155563	CINEMAGIC

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Registration Number:	1155564	CINEMAGIC
Registration Number:	1208286	COMICS SCENE
Registration Number:	1208287	COMICS SCENE
Serial Number:	75050806	CYBERSURFER
Registration Number:	2242268	FIGHT GAME
Serial Number:	75394142	FIGHT GAME
Registration Number:	1311056	INSIDE BOXING
Serial Number:	75853707	LATIN SCENE
Serial Number:	77068245	NATE THE GREAT
Registration Number:	1310015	RINGSIDE
Registration Number:	1845999	STARLOG
Registration Number:	1913896	STARLOG: THE COMIC & SCIENCE FICTION UNIVERSE
Registration Number:	1177032	STARLOG VIDEO
Registration Number:	1177033	STARLOG VIDEO
Registration Number:	2093946	THE COMIC & SCIENCE FICTION UNIVERSE
Registration Number:	1873807	THE SCIENCE FICTION UNIVERSE
Registration Number:	1687100	TOP

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-629-6095
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:	11/25/2008

Total Attachments: 15

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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.

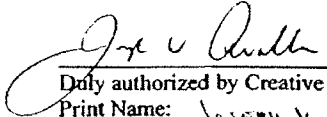
2. Representations and Warranties. Transferor, jointly and severally, represents and warrants that:

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.

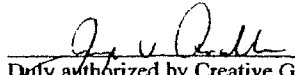
COMPANY


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

Signature Page – Intellectual Property Assignment Agreement

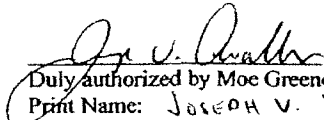
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TRANSFEROR


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: 003893 FRAME: 0564



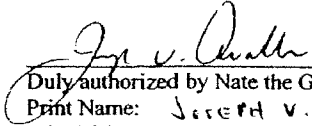
Duly authorized by Moe Greene Entertainment LLC, a New York limited liability company

Print Name: JOSEPH V. AVALLONE

Print Title: c.e.o.

Signature Page -- Intellectual Property Assignment Agreement

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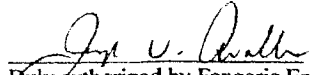


Duly authorized by Nate the Great LLC, a New York limited liability company

Print Name: JOSEPH V. AVALLONE

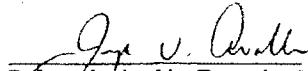
Print Title: C.E.O.

Signature Page – Intellectual Property Assignment Agreement


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

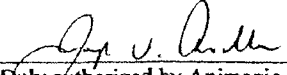
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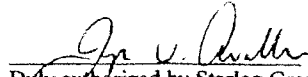

Duly authorized by Tangerine LLC, a New York limited liability company
Print Name: JOSEPH V. AVALLONE
Print Title: PRESIDENT

Signature Page – Intellectual Property Assignment Agreement

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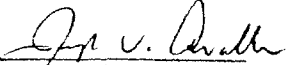

Duly authorized by Animagic LLC, a New York limited liability company
Print Name: JOSEPH V. AVALLONE
Print Title: PRESIDENT

Signature Page – Intellectual Property Assignment Agreement


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

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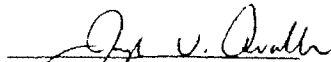
Duly authorized by Starlog Licensing of America, Inc., a New York corporation

Print Name: JOSEPH V. AVALLONE

Print Title: C.E.O.

Signature Page – Intellectual Property Assignment Agreement

TRADEMARK
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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
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Trademark Schedule A

TRADEMARKS

Mark	Territory	Serial No. /Registration No.
AMERICAN ASTROLOGY YOUR DAILY GUIDE (Class 16)*+	U.S.	Reg No. 0,636,620
BELLE (Class 16)+	U.S.	Reg No. 2,235,958
BERT SUGAR'S FIGHT GAME (design mark) (Class 16)+	U.S.	Reg No. 2,273,020
CINEMAGIC (design mark) (Class 16)+	U.S.	Reg No. 1,155,563
CINEMAGIC (Class 16)+	U.S.	Reg No. 1,155,564
COMICS SCENE (Class 16)+	U.S.	Reg No. 1,208,286
COMICS SCENE (design mark) (Class 16)+	U.S.	Reg No. 1,208,287
CYBERSURFER (Class 16)+	U.S.	Serial No. 75/050,806
FANGORIA (design mark) (Class 16)	U.S.	Reg No. 1,159,968
FANGORIA (Class 16)	U.S.	Reg No. 1,159,969
FANGORIA (Class 16)+	GER	Reg No. 2091367
FANGORIA CHAINSAW AWARDS (Class 41)+	U.S.	Serial No. 78/938,288
FANGORIA HORROR HALL OF FAME (Class 41)+	U.S.	Serial No. 78/950,572
FANGORIA SLICES (Class 41) +	U.S.	Serial No. 78/950,544
FIGHT GAME (Class 16)+	U.S.	Reg No. 2,242,268
FIGHT GAME (design mark) (Class 16)+	U.S.	Serial No. 75/394,142
GOREZONE (design mark) (Class 16)	U.S.	Reg No. 1,526,869
INSIDE BOXING (Class 16)+	U.S.	Reg No. 1,311,056
LATIN SCENE (Class 16)+	U.S.	Serial No. 75/853,707

NATE THE GREAT (Class 41)*	U.S.	Serial No. 77/068,245
RINGSIDE (Class 16)+	U.S.	Reg No. 1,310,015
SPICE! (design mark) (Class 16)	U.S.	Reg No. 1,515,369
STARLOG (Class 16)+	AUS	Reg No. 398464
STARLOG (Class 42)	MX	Reg No. 658805
STARLOG (design mark) (Class 16)	U.S.	Reg No. 1,197,827
STARLOG (Class 16)	U.S.	Reg No. 1,197,828
STARLOG (Classes 16)+	UK	Reg No. B1204569
STARLOG (Classes 28 & 35)+	UK	Reg No. 2001157
STARLOG (Class 42)+	U.S.	Reg No. 1,845,999
STARLOG: THE COMIC & SCIENCE FICTION UNIVERSE (Class 42)+	U.S.	Reg No. 1,913,896
STARLOG THE SCIENCE FICTION UNIVERSE (design mark) (Classes 9,16 & 28)	GER	Reg No. 1186957
STARLOG THE SCIENCE FICTION UNIVERSE (Classes 16, 28 & 35)+	UK	Reg No. 2001156
STARLOG VIDEO (design mark) (Class 9)+	U.S.	Reg No. 1,177,032
STARLOG VIDEO (Class 9)+	U.S.	Reg No. 1,177,033
THE COMIC & SCIENCE FICTION UNIVERSE (Class 42)	MX	Reg No. 463477
THE COMIC & SCIENCE FICTION UNIVERSE (Class 42)+	U.S.	Reg No. 2,093,946
THE COMIC & SCIENCE FICTION UNIVERSE (Classes 16, 28 & 35)+	UK	Reg No. 2001155
THE SCIENCE FICTION UNIVERSE (design mark) (Class 16)+	U.S.	Reg No. 1,873,807

TOP (Class 16)+

U.S. Reg No. 1,687,100

* Security Interest
+ Cancelled, Expired or Abandoned