

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
The Trustees of the Marlon Brando Living Trust		01/01/2009	TRUSTEE: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Brando Enterprises, L.P.		
Composed Of:	COMPOSED OF Penny Poke Farms, Ltd., a California Corp.; Larry Dressler, US Citizen; Mike Medavoy, US Citizen; and Avra Douglas, US Citizen		
Street Address:	Dressler & Associates, Inc. 10390 Santa Monica Boulevard, #360		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78462068	MARLON BRANDO	
Serial Number:	78582102	MARLON BRANDO	
Serial Number:	78703300	MARLON BRANDO	
Serial Number:	78582105	THE BRANDO	
Serial Number:	78703306	THE BRANDO	
Serial Number:	78582106	THE BRANDO HOTEL	
Serial Number:	78703308	THE BRANDO HOTEL	
CORRESPONDENCE DATA			
Fax Number:	(206)682-6031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-622-4900		
Email:	KevinC.docketing@SeedIP.com		

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**TRADEMARK
 REEL: 003965 FRAME: 0683**

Correspondent Name: Kevin S. Costanza
Address Line 1: 701 Fifth Avenue
Address Line 2: Suite 5400
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	310131.001
NAME OF SUBMITTER:	Kevin S. Costanza
Signature:	/Kevin S. Costanza/
Date:	04/08/2009

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of January 1, 2009 (the "Effective Date"), shall constitute an agreement (the "Agreement") between and among Larry J. Dressler, Morris M. Medavoy and Avra Douglas, in their capacity as Co-Trustees of the Marlon Brando Living Trust (the "BRANDO TRUSTEES" or "ASSIGNORS") and Brando Enterprises, L.P, a Delaware limited partnership ("BRANDO ENTERPRISES" or "ASSIGNEE").

WHEREAS, Larry J. Dressler, Morris M. Medavoy and Avra Douglas, in their capacity as Co-Executors of the Estate of Marlon Brando (the "BRANDO EXECUTORS"), filed applications with United States Patent and Trademark Office with respect to the following trademarks (collectively, the "Trademarks"):

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
MARLON BRANDO	78/462068	August 4, 2004
MARLON BRANDO	78/582102	March 7, 2005
MARLON BRANDO	78/703300	March 7, 2005
THE BRANDO	78/582105	March 7, 2005
THE BRANDO	78/703306	August 30, 2005
THE BRANDO HOTEL	78/582106	March 7, 2005
THE BRANDO HOTEL	78/703308	August 30, 2005

(collectively, the "Applications").

WHEREAS, on or about October 3, 2005, the Los Angeles County Superior Court (Case No. BP086759) ordered distribution by the BRANDO EXECUTORS to the BRANDO TRUSTEES of a "100% interest in intellectual property rights related to the name and likeness of Marlon Brando";

WHEREAS, on or about May 7, 2007, the Los Angeles County Superior Court (Case No. BP086759) ordered the distribution by the BRANDO EXECUTORS to the BRANDO TRUSTEES of all of the remaining assets of the Marlon Brando Estate;

WHEREAS, by court order and by operation of law, the BRANDO TRUSTEES are the successors in interest to all of the assets of the BRANDO EXECUTORS, including without limitation the Trademarks and Applications;


WHEREAS, pursuant to the Agreement of Limited Partnership dated as of January 1, 2009, by and among the BRANDO TRUSTEES, Penny Poke Farms, Inc. ("PPF") and certain other parties (the "Partnership Agreement"), PPF, as the general partner, and the BRANDO TRUSTEES, as limited partners, agreed to convey, assign, transfer and deliver to BRANDO ENTERPRISES their entire right, title and interest in and to certain of the assets owned or controlled by PPF and the BRANDO TRUSTEES, respectively, as set forth in Exhibit C to the Partnership Agreement;


NOW, THEREFORE, in consideration of the foregoing, the ASSIGNORS hereby convey, assign and transfer to the ASSIGNEE their entire right, title and interest in the United States and throughout the world in and to said Trademarks and the Applications, together with the goodwill appurtenant thereto, as well as any and all claims which arose in the United States and throughout the world at any time prior to and up through and including the Effective Date, with the full power to prosecute, compromise, settle, reassign, and give a release in full settlement of any such claim.

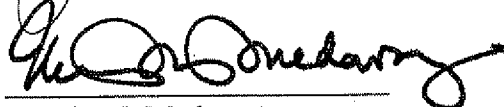
ASSIGNORS:


ASSIGNEE:

THE MARLON BRANDO LIVING TRUST BRANDO ENTERPRISES, L.P.

By: 
Name: Larry Dressler
Its: Co-Trustee

By: 
Name: Larry Dressler
Its: Chief Financial Officer,
Penny Poke Farms, Ltd.
General Partner of Brando Enterprises, L.P.

By: 
Name: Morris M. Medavoy
Its: Co-Trustee

By: 
Name: Avra Douglas
Its: Co-Trustee