

**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
Abrams Gentile Entertainment, Inc.		06/04/2009	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Abrams Gentile Productions, Inc.
<b>Street Address:</b>	113 Barksdale Professional Center
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19711-3258
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Serial Number:	77562549	MICRONAUTS
Serial Number:	77658534	MICRONAUTS
Serial Number:	77383936	ACROYEAR
Serial Number:	77530629	MICROVERSE
Serial Number:	77562642	MICROVERSE
Serial Number:	77562630	GALACTIC DEFENDER
Serial Number:	77562620	RED FALCON
Serial Number:	77562488	TIME TRAVELER
Serial Number:	77562486	PHOBOS
Serial Number:	77562478	TERRAPHANT
Serial Number:	77562477	BIOTRON
Serial Number:	77562473	SHARKOS
Serial Number:	77562470	MICROTRON
Serial Number:	77562466	LOBSTROS

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Serial Number:	77562459	PEGASUS
Serial Number:	77562456	HORNETROID
Serial Number:	77562453	EQUESTON
Serial Number:	77562448	REPTO
Serial Number:	77562447	LANTAURION
Serial Number:	77562443	MEMBROS
Serial Number:	77562441	OBERON
Serial Number:	77562439	KRONOS
Serial Number:	77562430	ANTRON
Serial Number:	77562428	GREEN BARON
Serial Number:	77562423	PHAROID
Serial Number:	77562420	CHROMANTRON
Serial Number:	77562416	GALACTIC WARRIOR
Serial Number:	77562415	BARON KARZA
Serial Number:	77562407	LOBROS
Serial Number:	77562401	SPACE GLIDER
Serial Number:	77530300	GALACTIC DEFENDER
Serial Number:	77498803	RED FALCON
Serial Number:	77587659	EQUESTRON

**CORRESPONDENCE DATA**

Fax Number: (908)654-7866  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 908-654-5000  
Email: trademarkadmin@ldlkm.com  
Correspondent Name: Gregg A. Paradise  
Address Line 1: 600 South Avenue West  
Address Line 4: Westfield, NEW JERSEY 07090

ATTORNEY DOCKET NUMBER:	AGE.8
NAME OF SUBMITTER:	GREGG A. PARADISE
Signature:	/GREGG A. PARADISE/
Date:	06/05/2009

Total Attachments: 6  
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## SHORT FORM TRADEMARK ASSIGNMENT

This SHORT FORM TRADEMARK ASSIGNMENT ("Assignment"), dated June 24, 2009, is entered into by and among Abrams Gentile Productions, Inc., a corporation incorporated under the laws of the State of Delaware ("Assignee") and Abrams Gentile Entertainment, Inc., a corporation incorporated under the laws of the State of New York ("Assignor").

WHEREAS, pursuant to the General Assignment of Rights and Assumption of Liabilities effective as of September 15, 2008 by and among Assignee and Assignor and certain other parties (the "Assignment Agreement"), Assignor agreed to convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to all of the properties, Assets, Intellectual Property, rights, Claims and Contracts owned or controlled (directly or indirectly) related to, associated with or used or useful in connection with the Micronauts Property, of every kind, nature, character and description, tangible and intangible, immovable, movable or mixed, wherever located.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

Capitalized terms used herein shall have the meaning given to them in the Assignment Agreement.

### TRADEMARKS

1. Assignment. Assignor hereby conveys, assigns, transfers, delivers and relinquishes exclusively to Assignee, free and clear of all Liens, all right, title and interest in and to all Trademarks relating to, associated with, embodied in, constituting any part of, or used or useful in connection with the Micronauts Property, including those listed on Exhibit A, together with the goodwill of the business(es) that is/are symbolized by the Trademarks and the portion of the Assignor's business that is associated with the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in the preceding paragraph, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which

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Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits, and proceedings with respect to any of the Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the prompt execution of any instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, assignments and other documents and the taking of any actions that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks or with domain name registrars.

#### **GENERAL**

4. Entire Agreement. This Assignment and the Assignment Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Assignment Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Assignment Agreement including, without limitation, the representations and warranties and other provisions thereof.

5. Assignment of Agreement. Assignee may freely assign this Agreement, as well as its rights hereunder, in whole or in part, to any third party. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to principles of conflicts of law.

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

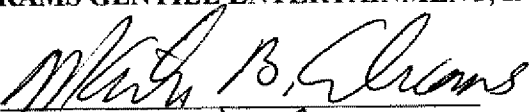
8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

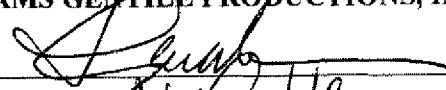
**ASSIGNOR:**

**ABRAMS GENTILE ENTERTAINMENT, INC.**

By:   
Name: MARTIN B. ABRAMS  
Title: CEO

**ASSIGNEE:**

**ABRAMS GENTILE PRODUCTIONS, INC.**

By:   
Name: Adam Gentile  
Title: President

**EXHIBIT A**  
**TRADEMARKS**

**I. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS:**

<b>Trademark</b>	<b>Registration / Serial No.</b>
MICRONAUTS	77562549
MICRONAUTS	77658534
ACROYEAR	77383936
MICROVERSE	77530629
MICROVERSE	77562642
GALACTIC DEFENDER	77562630
RED FALCON	77562620
TIME TRAVELER	77562488
PHOBOS	77562486
TERRAPHANT	77562478
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LANTAUION	77562447
MEMBROS	77562443
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BARON KARZA	77562415
LOBROS	77562407
SPACE GLIDER	77562401
GALACTIC DEFENDER	77530300
RED FALCON	77498803
EQUESTRON	77587659

**II. COMMON LAW TRADEMARKS AND TRADE NAMES:**

	<b>CHARACTER NAME</b>
1.	SPACE GLIDER
2.	LOBROS
3.	BARON KARZA
4.	TIME TRAVELER
5.	GALACTIC DEFENDER
6.	GALACTIC WARRIOR
7.	PHAROID
8.	ANTRON
9.	KRONOS
10.	MEMBROS
11.	REPTO
12.	EQUESTRON
13.	HORNETROID
14.	LOBSTROS
15.	SHARKOS
16.	TERRAPHANT
17.	CHROMANTRON
18.	FORCE COMMANDER



19.	GREEN BARON
20.	RED FALCON
21.	OBERON
22.	LANTAURION
23.	PEGASUS
24.	MICROTRON
25.	BIOTRON
26.	PHOBOS
27.	AMPZILLA
28.	IGUANOS
29.	EMPEROR
30.	ANDROMEDA
31.	ACROYEAR

**III. DOMAIN NAMES:**

NONE