

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
T-REX, LLC		10/26/2009	LIMITED LIABILITY COMPANY: IDAHO
RECEIVING PARTY DATA			
Name:	Trex Samson, LLC		
Street Address:	1000 East William Street		
Internal Address:	Ste. 204		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89701		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78476868	SAMSON	
CORRESPONDENCE DATA			
Fax Number:	(702)792-9002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(702) 792-3773		
Email:	lvpto@gtlaw.com		
Correspondent Name:	Peter H. Ajemian		
Address Line 1:	3773 Howard Hughes Pkwy.		
Address Line 2:	Ste. 400 N		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	053255.010300		
NAME OF SUBMITTER:	Peter H. Ajemian		
Signature:	/Peter H. Ajemian/		

CH \$40.00 78476868

900148532

TRADEMARK
 REEL: 004102 FRAME: 0460

Date:

11/24/2009

Total Attachments: 7

source=SAMSON-Asset Purchase Agmt-TM Assgnmt-redacted#page1.tif

source=SAMSON-Asset Purchase Agmt-TM Assgnmt-redacted#page2.tif

source=SAMSON-Asset Purchase Agmt-TM Assgnmt-redacted#page3.tif

source=SAMSON-Asset Purchase Agmt-TM Assgnmt-redacted#page4.tif

source=SAMSON-Asset Purchase Agmt-TM Assgnmt-redacted#page5.tif

source=SAMSON-Asset Purchase Agmt-TM Assgnmt-redacted#page6.tif

source=SAMSON-Asset Purchase Agmt-TM Assgnmt-redacted#page7.tif

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement (this "Agreement") entered into as of October 26, 2009, by and between [REDACTED], Trex Samson, LLC, a Nevada limited-liability company ("Buyer Entity," and collectively with [REDACTED] "Buyer"), John D. Phillips, a resident of the State of Georgia ("Seller"), and Bonhams & Butterfields Auctioneers Corporation, a Delaware corporation, as agent for Seller ("Bonhams"). Buyer, Seller and Bonhams are each referred to individually as a "Party" and are referred to collectively as the "Parties." The Parties agree as follows:

1. Definitions.

"Affiliate" of any particular Person means any other Person Controlling, Controlled by or under common Control with such particular Person.

"Acquired Assets" means all of Seller's properties, assets and rights of every nature, kind and description, tangible and intangible, and wherever located or whenever acquired, relating to the Tyrannosaurus rex fossilized skeleton specimen known as "Samson" offered as Lot 23 in Bonhams' October 3, 2009 Natural History Auction as the same are described in more detail on Schedule 1.2, including, without limitation, the Fossil, the Skull Cast, the BHIGR Cast Elements (with the property rights therein subject to and being limited by the BHIGR Cast Elements License), the Ancillary Materials, the Molds, the Contracts, the Intellectual Property Rights, the Causes of Action, the Warranties, the Documentation and, to the extent transferable, the Government Licenses, but excluding the Excluded Molds.

"Adverse Consequences" means all actions, claims, costs, causes of action, demands, liabilities, losses, penalties and expenses, including reasonable attorneys' and professionals' fees.

"Ancillary Materials" means all of Seller's rights, title and interest in all ancillary properties related to the Fossil.

"BHIGR Cast Elements" means all cast reproduction elements (as the same may or may not have been modified) as set forth in Schedule 1.2 attached hereto that were delivered by Black Hills Institute of Geological Research, Inc. ("BHIGR") in accordance with the Agreement between BHIGR and T-Rex, LLC, an Idaho limited-liability company, dated July 19, 2005.

"BHIGR Cast Elements License" means all of Seller's rights under the perpetual, irrevocable, fully paid up, royalty-free, transferable license granted by the BHIGR to Seller and Seller's predecessor-in-interest to publicly display the BHIGR Cast Elements as part of the Fossil, as well as photographic and resale rights in the BHIGR Cast Elements, but excluding the right to reproduce (recast) or otherwise create derivative works of the BHIGR Cast Elements.

"Bill of Sale" means a bill of sale in substantially the form attached hereto as Schedule 1.1, which is made a part hereof by this reference.

"Causes of Action" means all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by Seller with respect to the Acquired Assets or the use, display, ownership, function or value of the Acquired Assets, whether arising by way of counterclaim or otherwise.

"Consents" means all permits, authorizations, consents, approvals, exemptions required to be obtained by Seller to consummate the transactions contemplated by this Agreement.

“Contracts” means all rights of Seller under any contracts, arrangements, licenses and other agreements relating to the Fossil, including, without limitation, the BHIGR Cast Elements License.

“Control” (or variants thereof, such as “Controlling” or “Controlled”) means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“Copyrights” means any and all copyrights of Seller in the Fossil and the other Acquired Assets (excluding the BHIGR Cast Elements) and in the preparation and display of the Fossil and the other Acquired Assets.

“Documentation” means all records, writings, books, journals, data, notes, files, lists, manuals, photographs and other materials (in any form or medium and both originals and copies thereof) in the possession or control of Seller, including, without limitation, all such excavation records and procedures, notebooks, scientific works, test data, field notes and journals, measurements, grid patterns, promotional materials and catalogues, research files, records, data and laboratory books related to the Fossil or the excavation, use, display or ownership thereof.

“Excluded Molds” means any molds of the BHIGR Cast Elements (whether such BHIGR Cast Elements exist alone or in combination with original fossilized bone parts to create the subject bone corresponding to the given mold) presently in the possession of Seller.

“Fossil” means the skull and all of the other fossilized bones comprising the Tyrannosaurus rex known as “Samson” owned by Seller and described in more detail on Schedule 1.2 attached hereto.

“Governmental Entity” means individually, and “Governmental Entities” means collectively, the United States of America or any other nation, any state, Indian tribe or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government, including any court, in each case having jurisdiction over Seller.

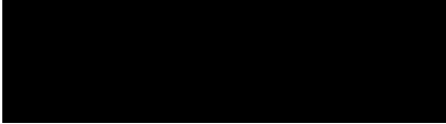
“Intellectual Property Rights” means with respect to the Fossil and the other Acquired Assets only all of Seller’s rights, title and interest in: (i) the Marks and all other trademarks, service marks, trade dress, trade names, slogans, logos, internet domain names, and corporate names and registrations and applications for registration thereof, together with all of the goodwill associated therewith, (ii) the Copyrights and all other copyrights and copyrightable works and registrations and applications for registration thereof, (iii) computer software, data, data bases and documentation thereof, (iv) trade secrets and other confidential information (including, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information), (v) all tangible embodiments of any of the foregoing, and (vi) all other intellectual property rights.

“Knowledge” means, with respect to any Person, except where otherwise expressly set forth, herein the knowledge of such Person without duty of inquiry or investigation.

“Laws” means all statutes, laws, codes, ordinances, regulations, rules, orders, judgments, writs, injunctions, acts or decrees of any Governmental Entity.

“Liability” means any indebtedness, obligation or liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

Buyer:



*With a copy to
(which shall not constitute notice to Buyer):*

Thomas S. Loo
Greenberg Traurig LP
Suite 400 East
2450 Colorado Avenue
Santa Monica, California 90265
facsimile: 310 576 7800

14. Successors and Assigns. This Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Seller or Bonhams, or assigned or delegated by Seller or Bonhams, without the prior written consent of Buyer, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Buyer without the prior written consent of Seller and Bonhams.

15. Fees and Expenses. Buyer will be responsible for all costs and expenses incurred by Buyer in connection with the negotiation, preparation and entry into this Agreement and the consummation of the transactions contemplated hereby. Seller will be responsible for (i) all costs and expenses incurred by Seller or Bonhams in connection with the negotiation, preparation and entry into this Agreement and the consummation of the transactions contemplated hereby and (ii) any claims for commissions or other related fees to Bonhams.

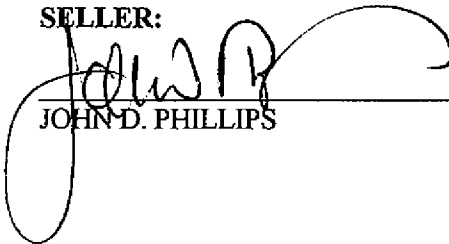
Executed as of the date written first above.

BUYER:

Trex Samson, LLC
a Nevada limited liability company



SELLER:



JOHN D. PHILLIPS

BONHAMS:

BONHAMS & BUTERFIELDS AUCTIONEERS CORPORATION

By: _____



Name: _____

MARCUM BARBSIC

Title: _____

CEO

SCHEDULE 1.2

to Asset Purchase Agreement among Trex Samson, LLC, [REDACTED], John D. Phillips and Bonhams & Butterfields Auctioneers Corp.

Acquired Assets

(a) The Fossil, which consists of the following:

(i) The original fossilized skull of the Tyrannosaurus rex known as "Samson" mounted on a custom metal stand.

(ii) 22 original teeth of the Tyrannosaurus rex known as "Samson" found apart from the skull, which are mounted on two custom metal stands.

(iii) An original skeleton (150 fossilized bones) of the Tyrannosaurus rex known as "Samson" representing approximately 50% of a complete skeleton of the species, plus 20 recently-identified original fossilized bones of the specimen and other miscellaneous "float bone," i.e. partial and broken fossilized bones collected from the excavation site ranging in size from approximately ¼ inch to 16 inches, contained in plastic tubs accompanying the specimen. Fossilized bone counts are expressed in this Agreement in accordance with U.S. industry standard methodology for determining fossilized bone count (which permits the inclusion of partial bones in the bone count if they meet certain criteria), not by total bone mass.

(b) Ancillary Materials, which consist of the following:

(i) A loose-leaf binder of instructions for assembly of Samson's original fossilized skull display.

(ii) A cast reproduction of Samson's fossilized skull used for mounting and display (the Skull Cast).

(iii) A steel framework designed by Phil Fraley Productions on which Samson's skeleton and reproduction skull are mounted for display, along with a loose-leaf binder of instructions for assembly.

(iv) The BHIGR Cast Elements used to complete the skeleton when assembled on the framework, cast from the Tyrannosaurus rex known as "Stan" (representing approximately 50% of the complete skeleton when fully assembled). BHIGR Cast Elements may consist of whole or partial casts of the subject fossilized bones.

(v) Approximately 52 custom wooden crates used in the packing of the skeleton and skull.

(vi) The Molds of Samson's original fossilized skull and other fossilized bones (but excluding any Excluded Molds).

(vii) Four loose-leaf notebooks with each bone element of the Samson specimen (both fossilized original and cast bones) photographed and identified.

(viii) A computer disc containing what is believed to be a compressed or minimized digital copy of the CT scan of Samson's fossilized skull.

(ix) The fossilized skull cap of what is believed to be an Edmontosaurus dinosaur collected from the excavation site in a plastic tub.

(x) One fossilized rib bone collected from the excavation site that is displayed as part of the Samson specimen but which likely derived from a Duck-billed dinosaur (excluded from Samson's skeleton bone count).

(xi) Miscellaneous unidentified plant fossils collected from the excavation site in plastic tub(s).

(c) Other Acquired Assets: the Contracts, the Intellectual Property Rights, the Causes of Action, the Warranties, the Documentation and, to the extent transferable, the Government Licenses.

Bill of Sale

Bill of Sale executed, delivered, and effective as of the close of business on October 26, 2009, by John D. Phillips, a resident of the State of Georgia ("Seller"), to Trex Samson, LLC, a Nevada limited-liability company ("Buyer").

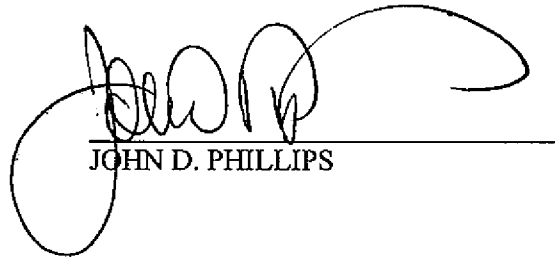
Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of even date herewith, between Buyer, Seller and Bonhams & Butterfields Auctioneers Corp., a Delaware corporation (the "Asset Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein have the respective meanings assigned to them in the Asset Purchase Agreement.

In accordance with the terms of the Asset Purchase Agreement, Seller desires to evidence and effect Seller's transfer to Buyer of all of the Acquired Assets.

NOW, THEREFORE, on and subject to the terms and conditions of the Asset Purchase Agreement, Seller hereby sells, transfers and assigns to Buyer all of the Acquired Assets, to have and to hold the Acquired Assets unto Buyer and Buyer's successors and assigns forever.

IN WITNESS WHEREOF, Seller has executed and delivered this instrument as of the date first above written.

SELLER:



JOHN D. PHILLIPS