

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleshwound Films, LLC		06/30/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Crusty Demons, LLC
Street Address:	79325 Cetrino
City:	La Quinta
State/Country:	CALIFORNIA
Postal Code:	92253
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77329591	F
Registration Number:	2101154	FLESHWOUND FILMS
Registration Number:	2578952	FLESH GEAR
Registration Number:	2876016	CRUSTY
Registration Number:	3313422	CRUSTY
Registration Number:	3330505	CRUSTY DEMONS
Registration Number:	3366234	FLESHGIRL
Registration Number:	3584492	CRUSTY DEMONS

CORRESPONDENCE DATA

Fax Number: (760)340-6698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7605682611
 Email: nina.beck@bbklaw.com
 Correspondent Name: Michael J. Andelson

OP \$215.00 77329591

Address Line 1: 74760 Highway 111
Address Line 2: Suite 200
Address Line 4: Indian Wells, CALIFORNIA 92211

ATTORNEY DOCKET NUMBER:	80654.1 PAY FROM TRUST
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NAME OF SUBMITTER:	Michael J. Andelson
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Signature:	/s/
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Date:	12/05/2010
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Total Attachments: 2
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of June 30, 2010 ("Effective Date") by and between Fleshwound Films, LLC ("Assignor") and Crusty Demons, LLC ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated June 30, 2010 (the "Agreement"), pursuant to which Assignor agrees to contribute, and Assignee agrees to acquire, the FF Proprietary Rights, as defined in the Agreement;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to certain trademarks included in the FF Proprietary Rights described on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country.

This Assignment shall be construed and interpreted in accordance with the Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of California. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FLESHWOUND FILMS, LLC

By: Camie Freeman

Its: MANAGER

CRUSTY DEMONS, LLC

By: Camie Freeman

Its: DIRECTOR

**SCHEDULE A
TRADEMARKS**

Owner: Fleshwound Films, LLC

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>
F and design		77329591
FLESHWOUND FILMS and design	2101154	75130431
FLESH GEAR	2578952	75281311
CRUSTY	2876016	76320641
CRUSTY	3313422	78361345
CRUSTY DEMONS	3330505	78361352
FLESH GIRL	3366234	76259399
CRUSTY DEMONS	3584492	78293723