

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
Zachary Keller		08/12/2010	INDIVIDUAL: UNITED STATES
Ed Skudder		08/12/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	FairWinds Partners, LLC		
Street Address:	1632 Wisconsin Ave.		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20007		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78934245	ROOT FILMS	
CORRESPONDENCE DATA			
Fax Number:	(310)586-0564		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3105866564		
Email:	latm2@gtlaw.com		
Correspondent Name:	Susan L. Heller		
Address Line 1:	2450 Colorado Avenue, Suite 400E		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
ATTORNEY DOCKET NUMBER:	068783-010300		
NAME OF SUBMITTER:	Susan L. Heller		
Signature:	/slh/gl/		
Date:	01/24/2011		

CH \$40.00 78934245

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (hereinafter, "Agreement") is made by and between Zachary Keller and Ed Skudder doing business as Root Films at 10621 Valley Spring Lane #209, Toluca Lake, CA 91602 (collectively, "Assignor"), and FairWinds Partners, LLC, a D.C. limited liability company located at 1632 Wisconsin Ave, Washington, D.C. 20007 (hereinafter, "Assignee") (collectively with Assignor where appropriate, the "Parties").

WHEREAS, Assignor is the owner of the trademark and trade name ROOT FILMS and the accompanying logo (the "ROOT FILMS Logo") listed in Schedule A (collectively, the "Mark"), as well as the federal registration listed in Schedule B (the "Registration"), in connection with production of television commercials, music videos, feature films, and television shows (the "Services"), and holds all right, title, interest and associated goodwill to the Mark;

WHEREAS, Assignor is the owner of the domain names www.rootfilm.com and www.rootfilms.com (the "Domain Names");

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the Mark, the Registration, and the Domain Names only and is willing to grant Assignor a royalty-free license to continue using the Mark and Domain Names;

WHEREAS, Assignor is willing to assign to Assignee all Assignor's right, title, and interest in and to the Mark, Registration, and Domain Names only, and desires a royalty-free license to continue using the Mark and Domain Names;

NOW, THEREFORE, in consideration of the covenants and considerations set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto acknowledge and agree as follows:

1. On the date of execution of this Agreement, Assignee shall pay to Assignor the sum of USD \$50,000.00 (the "Sum") the Sum to be paid by a check in the amount of USD \$25,000 made payable to Zachary Keller and a check in the amount of USD \$25,000 made payable to Ed Skudder.

2. In consideration of the Sum, along with other good and valuable consideration, Assignor hereby assigns to Assignee all Assignor's right, title, and interest in and to the Mark, Registration and Domain Names only, together with the goodwill of the business as symbolized by the Mark, Registration, and Domain Names only, and all rights to damages and profits, due or accrued, arising out of past infringements of said Mark, and the right to sue for and recover the same.

3. Notwithstanding the foregoing assignment, Assignor does not assign to Assignee, and Assignee does not acquire, any right, title, interest, license, goodwill, and/or other intellectual property rights of any kind in and/or to any of Assignor's past, present or future film projects, music videos, scripts, feature films or television shows in development, or any other creative ideas or concepts (including, but not limited to the full length animated feature film presently titled "The Inventors" or animated works created for Microsoft) (collectively, the "Excluded Properties"). Assignee agrees and acknowledges that it does not, by virtue of this Agreement or otherwise, have and/or obtain any interest in or to the Excluded Properties.

4. Within five (5) days of execution of this Agreement, Assignor shall initiate the transfer of the Domain Names by unlocking the Domain Names and sending the relevant "Auth Code" to Licensor. Assignor shall thereafter cooperate with Assignee and take any other necessary action to complete the transfer of the Domain Names; provided, however that during the period of use granted in the concurrent License Agreement, Assignor shall have full control over the content, display, and "look and feel" of all websites associated with the Domain Names, and Assignee agrees not to modify, or attempt to modify, any aspect of such websites during that 9-month period of licensed use, so long as such use otherwise complies with the terms of this Assignment and the License.

5. Assignor shall promptly, upon the request of Assignee and at Assignee's cost, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument or any other documents Assignee may reasonably deem necessary or advisable to effectuate the terms and intent of this Agreement, including to record the assignment of the Registration with the U.S. Patent and Trademark Office and to effectuate the transfer of the Domain Names to Assignee.

6. Upon the execution of this Agreement and further to the rights acquired by Assignee thereof, Assignee hereby grants Assignor an exclusive, non-transferable, royalty-free license to use the Mark and Domain Names in connection with the Services, pursuant to the terms and conditions of the Trademark License attached hereto as Schedule C (the "License"), to be executed contemporaneously with this Agreement. Notwithstanding the foregoing, nothing herein shall preclude, prohibit, limit or restrict Assignee (a) from using the Mark in connection with any other goods or services; or (b) from using any other marks utilizing the term "Root" (by itself or with any other terms) or any colorable imitations thereof in connection with any goods or services. Subject to the terms and conditions of the License, Licensee agrees to make continuous use of the Mark and Domain Names in connection with the Services, as such use is further defined in the License, throughout the term of the License, but for no less than a period of nine (9) months.

7. Assignor represents and warrants that (a) Assignor is the exclusive owner of all right, title and interest in and to the Mark, Registration, and Domain Names, including the goodwill associated therewith, (b) the Mark is free and clear of any liens, security interests, encumbrances or licenses, (c) to Assignor's knowledge, the Mark does not infringe the rights of any person or entity, (d) there are no claims, pending or threatened, with respect to Assignor's rights in the Mark, (e) Assignor is not subject to any agreement, judgment, or order that is inconsistent with the terms of this Agreement, and (f) Assignor does not own any other trademarks, applications, registrations, and/or domain names that incorporate the term "ROOT," or any other confusingly similar or typographical variation thereof. Assignor further agrees not to use, register, or apply to register any trademark or domain name that incorporates the term "ROOT" or any other confusingly similar or typographical variation thereof.

8. All covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. This Agreement shall be interpreted according to the laws of the State of California without reference to its choice of law principles and rules.

10. This Agreement constitutes the entire understanding among and between the Parties with respect to the assignment of the Mark, Registration, and Domain Names, and may not be modified, changed or amended except in writing executed by the Parties, their successors or assigns.

11. This Agreement may be executed in two counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document.


12. If any provisions of this Agreement shall become or be declared invalid or unenforceable, all other provisions shall remain in effect.

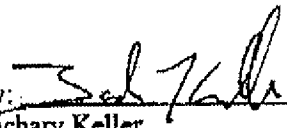
13. Each individual signing this Agreement on behalf of the respective parties represents that (s)he has the authority to execute this Agreement on such party's behalf

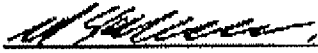
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IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment, which is effective as of the last date written below.

FairWinds Partners, LLC

By: 
Philip M. Lodico, Managing Partner
Date: 8/17/10

By: 
Zachary Keller
Date: 8/12/10

By: 
Ed Skudder
Date: 8/12/10

SCHEDULE A

ROOT FILMS Logo



SCHEDULE B

Registration

Mark	U.S. Reg. No.	Reg. Date	Goods/Services
ROOT FILMS	3726772	Dec. 15, 2009	Class 35: Production of television commercials Class 41: Entertainment, namely, production of music videos, feature films, and television shows