

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
LAST CALL PRODUCTIONS, INC.		01/06/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	TENPENNY GROUP, INC.		
Street Address:	11054 VENTURA BOULEVARD, #469		
City:	STUDIO CITY		
State/Country:	CALIFORNIA		
Postal Code:	91604		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3150565	BARFLY	
Registration Number:	3150566	BARFLY	
CORRESPONDENCE DATA			
Fax Number:	(703)816-4100		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	703-816-4000		
Email:	bcf@nixonvan.com		
Correspondent Name:	Sheryl L. De Luca		
Address Line 1:	NIXON & VANDERHYE P.C.		
Address Line 2:	900 N. GLEBE ROAD, 11TH FLOOR		
Address Line 4:	ARLINGTON, VIRGINIA 22203		
ATTORNEY DOCKET NUMBER:	SLD-2302-157		
NAME OF SUBMITTER:	Sheryl L. De Luca		
Signature:	/Sheryl L. De Luca/		

TRADEMARK

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OP \$65.00 3150565

Date:

02/24/2011

Total Attachments: 4

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EXHIBIT A

ASSIGNMENT OF PURCHASED ASSETS

This Assignment of Purchased Assets ("Assignment") is dated as of the day of 1/16, 2011 by and between Last Call Productions, Inc., a New Jersey Corporation, with an address of 64 Hillsdale Road, Cedar Grove, New Jersey 07009, US ("Assignor") and Tenpenny Group, Inc., a Delaware Corporation, with a principal business address at 11054 Ventura Boulevard, #469, Studio City, CA 91604, US ("Assignee"),

WHEREAS, Assignor is the owner of record of the marks BARFLY and BARFLY & Design, both for entertainment services in the nature of ongoing television programs in the field of bartending, cocktail and food preparation, the history and preparation of mixed drinks, wines, and other spirits, and the U.S. Principal Register Registration Nos. 3150565 and 3150566, respectively, therefore (collectively, "Marks and Registrations");

WHEREAS, Assignor has used the Marks for television programs that have been cablecast and in connection with advertising and promotional materials for such programs (the "Program Assets");

WHEREAS, the State of New Jersey had revoked Assignor for failure to file annual reports, but Assignor has been reinstated by the State of New Jersey and is in good standing;

WHEREAS, Assignor's owner, Michael Topper ("Seller"), had entered into a Domain Name and Trademark Purchase Agreement dated 10/7/2009 with Buyer (the "Purchase Agreement"), pursuant to which Seller had agreed to sell to Assignee, and to cause Assignor to sell to Assignee, and Buyers had agreed to purchase from Assignor, the Marks and Registrations together with the goodwill of the business associated therewith as well as the Program Assets (collectively, the "Purchased Assets"), at such time as Assignor had been reinstated by the State of New Jersey;

WHEREAS, Assignee has already paid \$10,000 (ten thousand dollars) of the Purchase Price to Seller, Assignor acknowledges receipt of that amount, and Assignor and Assignee agree that the remaining \$12,600 (twelve thousand six hundred dollars) of the Purchase Price (the "Assignment Payment") should now be paid;

WHEREAS, Assignor and Assignee agree that Escrow.com shall act as escrow agent for delivery of this Assignment and the Purchased Assets to Assignee and for payment of the Assignment Payment to Assignor, that Assignee shall pay all Escrow.com fees, and that the parties will follow the Escrow.com process set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Assignment, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all rights, title, and interest in and to (a) the Marks and Registrations, together with the goodwill of the business associated therewith; (b) the Program Assets, representative samples of which shall consist of

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recordings of two (2) television programs and physical copies of four (4) different pieces of advertising and promotional material.

2. Registration with Escrow.com and Transaction Creation. Assignor and Assignee shall register with Escrow.com. Within five (5) business days of receiving notification of the reinstatement under paragraph 2.8 of the Purchase Agreement, Assignee shall create an Assignment Payment Transaction with Escrow.com, identifying itself as the Buyer and providing the following information: Transaction Title = BARFLY Assignment; Email Address of LCPI = thebarfly@optonline.net; Payor of Escrow Fee = Buyer; and Length of Inspection Period = 7 (seven) calendar days (hereinafter "Assignment Payment Transactions Terms"). Assignor agrees to promptly agree to Escrow.com's request for agreement to the Assignment Payment Transaction Terms. Assignor acknowledges that Assignee cannot submit the Assignment Payment to Escrow.com until Assignor has notified Escrow.com of its agreement to the Assignment Payment Transaction Terms.

3. Assignee's Payment to Escrow.com. Subject to the conditions of paragraph 2, Assignee shall submit the Assignment Payment to Escrow.com within three (3) business days of (a) receiving confirmation that Assignor has agreed to Escrow.com's request for agreement to the Assignment Payment Transaction Terms; and (b) receiving facsimile copies of both this Assignment that has been executed on behalf of Assignor and the certificate of reinstatement of LCPI issued by the State of New Jersey.

4. Delivery by Assignor. Within one (1) business day of receiving notification from Escrow.com that the Assignment Payment has been received, Assignor shall send to Assignee via FedEx for overnight delivery (a) an original copy of this Assignment that has been fully executed on behalf of Assignor; and (b) the representative samples of the Program Assets identified in paragraph 1. Assignor must provide Escrow.com with the FedEx tracking information for the items identified in (a) and (b) herein.

5. Inspection by Assignee. Upon receipt of the delivery under paragraph 4, Assignee shall have the inspection period identified in paragraph 2 to review the Assignment to determine if Assignor properly and fully executed the Assignment and to review the Program Asset representative samples to determine if they comply with the criteria set forth in paragraph 1. If Assignee concludes that, in its reasonable judgment, Assignor did not properly and fully execute the Assignment or the Program Asset representative samples do not meet the paragraph 1 criteria, Assignee shall reject the delivery by returning it to Assignor via FedEx and shall identify the basis for its rejection. In the event of such a rejection, Assignor agrees to, within two (2) business days of receiving the rejected delivery from Assignee, (a) send via FedEx to Assignee either a new properly and fully executed original copy of the Assignment and/or representative samples of the Program Assets. In such an event, Seller further agrees to Buyer's request to Escrow.com to re-set the Inspection Period to start again.

6. Acceptance of Delivery. Provided that Assignee does not reject the Assignment and Program Asset representative samples under paragraph 5, Assignee will notify Escrow.com that it has accepted them.

7. Acknowledgements Regarding Assignment Payment Process. Assignor understands and acknowledges the following: (a) Once Assignee submits to Escrow.com the information necessary to pay the Assignment Payment, Assignee does not have any control over or influence on the speed with which Escrow.com receives and processes the documents and/or information; and (b) Once Assignee notifies Escrow.com that it accepts the original executed copy of the Assignment and the Program Asset representative samples, Assignee has no control over or influence on the speed at which the Escrow.com sends the Assignment Payment to Assignor.

8. Ratifications and Affirmations by Assignor. Assignor ratifies and affirms the terms and conditions of paragraphs 4.1, 4.2, 4.3, 4.4, and 4.5 of the Purchase Agreement.

9. Ratifications and Affirmations by Assignee. Assignee ratifies and affirms the terms and conditions of paragraphs 4.2, 4.4, and 4.5.

10. Further Assurances by Assignor. Without derogating from the transfer and assignment of ownership of the Purchased Assets contemplated hereunder, Assignor additionally grants Assignee an irrevocable power of attorney in the name of Assignor for the benefit of Assignee for the limited purpose of taking the action necessary to perfect Assignee's rights, title and interest in and to the Purchased Assets and to otherwise effectuate the assignment of rights hereunder. Assignor will use its best efforts to take all actions reasonably necessary to consummate the transactions contemplated by this Assignment. Should the sale and transfer of the Domain Names, Marks and Registrations, Purchased Assets, and Program Assets not be completed because Buyer has failed to make any payment pursuant to this Assignment, all assets transferred from Seller to Buyer shall hereby immediately revert back to Seller, along with a concurrent power of attorney that is coupled with interest in the intellectual property and goodwill, allowing Seller to effectuate the aforementioned reversions, and Seller shall return to Buyer all payments received up to that time..

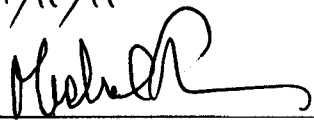
Tenpenny Group, Inc. (Buyer)

BY: 

Name: Victor Hill

Title: Principal

Date: 1/11/11

By: 

Michael Topper

Date: 1/6/2011

Last Call Productions, Inc. (Seller)

BY: 

Name: Michael Topper

Title: President

Date: 1/6/2011



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE OF REINSTATEMENT - ANNUAL REPORTS

LAST CALL PRODUCTIONS INC
0400073278

A DOMESTIC PROFIT CORPORATION

WHEREAS the above-named business entity did on the 15th day of January, 2010, satisfy all requirements for reinstatement as set forth in the laws of this State, I, the Treasurer of the State of New Jersey do hereby issue this certificate authorizing the same to continue its business and resume the exercise of its functions.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
15th day of January, 2010

R. David Rousseau
State Treasurer

Certificate Number: 116182461

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp