

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
	Photo FX, Inc.		12/31/2010
CORPORATION: TEXAS			
RECEIVING PARTY DATA			
Name:	Avanquest North America Inc.		
Street Address:	23801 Calabasas Road		
Internal Address:	Suite 2005		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3780990	PHOTOAFFECTIONS.COM
CORRESPONDENCE DATA			
Fax Number:	(818)591-8885		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8184363477		
Email:	kkuehl@avanquestusa.com		
Correspondent Name:	Kristen Kuehl		
Address Line 1:	23801 Calabasas Road		
Address Line 2:	Suite 2005		
Address Line 4:	Calabasas, CALIFORNIA 91302		
NAME OF SUBMITTER:	Kristen Kuehl		
Signature:	/Kristen Kuehl/		
Date:	04/11/2011		
Total Attachments: 3			
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OP \$40.00 3780990

ASSIGNMENT OF TRADEMARK

REFERENCE IS MADE to that certain Asset Purchase Agreement ("Agreement"), made as of December 31, 2010 (the "Effective Date") by and between Anthony Gilbert, an individual ("Anthony Gilbert"), Danny Evatt, an individual ("Danny Evatt"), and Photo FX, Inc., a Texas corporation ("Seller") on the one hand, and Avanquest North America Inc., a California corporation ("Buyer") on the other hand. Anthony Gilbert and Danny Evatt are referred to jointly and severally in this Agreement as the "Shareholders." Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement.

Seller has adopted, used and is using the trademarks "photoaffections" and "photoaffections.com" (the "Marks"). The term "Marks" also includes any and all other names, tradenames, trademarks, service marks and logos that relate to or are connected with the Assets and/or the Business.

Effective as of the Effective Date, for valuable consideration separately and previously agreed to between, the receipt of which consideration is hereby acknowledged, Seller and Shareholders hereby irrevocably grant, transfer, assign and convey to Buyer and its successors and assigns, without any reservation of right whatsoever, all right, title, ownership, interest and subsidiary rights in and to the Marks, including without limitation all goodwill appurtenant to such Marks and the trademark registrations and applications relating thereto, including without limitation United States Patent and Trademark Office Registration #3,890,990 dated April 27, 2010 for "photoaffections.com," (and the right to secure renewal, re-issuance and/or extension thereof), in the United States and throughout the world, together with any rights and causes of action relating to, among other things, prior and future infringement (and the right to retain any recovery relating thereto) that may have accrued under the Marks.

Seller and Shareholders hereby represent and warrant that they have not and will not apply for or use any trademark that is the same as or similar to the Marks.

Seller and Shareholders shall do such further acts and execute and deliver such additional agreements and instruments as may be required to consummate, evidence or confirm the transactions contained in this Assignment of Trademark including, without limitation, all of the forgoing that may be required if any of the Marks should be deemed to be owned or controlled by any person or entity other than Seller.

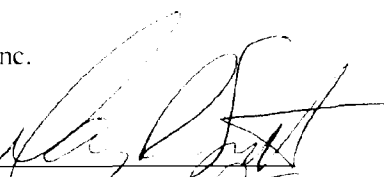
This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law provisions and the Federal law of the United States.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademark as of this 31st day of December.

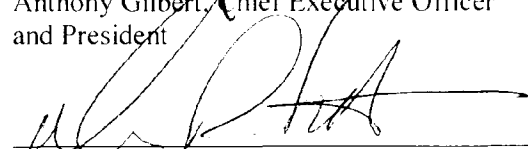
SELLER

Photo FX, Inc.

Sign Name: 
Print Name: Danny Evatt
Title: VP CFO

SHAREHOLDERS


Anthony Gilbert, Chief Executive Officer
and President


Danny Evatt, Chief Financial Officer,
Vice President, Treasurer and Secretary

State of Texas }

ss:

County of Dove }

On this 28 day of December 2010, before me Laurie Franklin, a Notary Public, personally appeared Doreen M. & Anthony M. Mace

 personally known to me, or

 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.



Laurie Franklin
Notary Public