

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
FINN TAWIL VENTURES, LLC		01/01/2005	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FINN FILM SERVICES, INC.		
Street Address:	18241 COASTLINE DRIVE, APT. 2		
City:	MALIBU		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2828254	MAXILIGHT	
CORRESPONDENCE DATA			
Fax Number:	(918)583-9659		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	918 599 0621		
Email:	patents@fellerssnider.com		
Correspondent Name:	TERRY L. WATT		
Address Line 1:	321 SOUTH BOSTON		
Address Line 2:	SUITE 800		
Address Line 4:	TULSA, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	69922/11-283		
NAME OF SUBMITTER:	Terry L. Watt		
Signature:	/terry l. watt/		

OP \$40.00 2828254

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**TRADEMARK
 REEL: 004608 FRAME: 0177**

Date:

08/19/2011

Total Attachments: 6

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AGREEMENT made as of January 1, 2005 by and between FINN FILM SERVICES, INC. ("Buyer") and GAMPRODUCTS, INC. ("Seller"). WHEREAS, the parties have entered into an Operating Agreement for FINN TAWIL VENTURES LLC, a California limited liability company (the "LLC"), each owning fifty (50%) percent of the entire Membership Interests therein; and WHEREAS, Seller is desirous of selling its entire Membership Interest in the LLC to Buyer, who desires to acquire said Interest upon the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Buyer hereby agrees to and does hereby purchase from Seller and Seller hereby agrees to and does hereby sell, assign and transfer to Buyer, its entire Membership Interest in the LLC.
2. In addition, Seller hereby agrees to and does hereby sell, assign and transfer to Buyer the following "Assets":
 - A. All equipment, fixtures and lighting inventory ("Products") in its possession, control or held in its name on behalf of the LLC, as well as all rights under any manufacturers' or vendors' warranties relating to such, all as evidenced by the complete transaction reports attached as Schedule A and made part hereof;
 - B. All Seller's rights in and under any contracts, agreements or leases, written or oral relating to the conduct of the LLC's business and/or sale, license or rental of the Products, all as set forth on Schedule B, attached hereto and made part hereof;
 - C. All Seller's rights in and to any trademarks, trade names and/or service marks utilized in connection with the sale and/or lease or license of the LLC's Products, including but not limited to Toplight, Maxilight and Topbox (such not to include any such mark containing the phrase "Gam", such as Gambox), together with any associated goodwill. It is further acknowledged that all patent rights in and to any Products are held in Buyer's name and remain therein, as do all rights of enforcement thereof and to any damages or recovery from infringers thereof;
 - D. All files, records, books of account, contact and customer lists, advertising, artwork and mechanicals relating to the conduct of the business of the LLC, and all Seller's rights therein;
 - E. All accounts receivable and Cash (except as otherwise stated herein); any of such which are collected and received by Seller shall be immediately paid over to Buyer in full, Buyer to have the right to examine Seller's books and records with respect to same and to verify delivery of the Assets.



- 3.
- A. The purchase price to be paid Seller shall be the sum of \$75,000.00 to be paid as follows:
 - B. Buyer will issue a check to Gamproducts Inc. for \$50,000. upon the Closing Date as defined below.
 - C. Buyer will turn over the check from Panavision (Shark Boy and Lava Girl) in the amount of \$17,262. to be applied to the purchase price. Buyer will guarantee same amount should check become uncollectable.
 - D. Of the remaining cash on hand totaling (\$8040.) \$7738. will be paid to Seller and applied to the purchase price. The remainder (\$302.) will be paid to Buyer.
 - E. All revenues arising out of transactions involving LLC property or assets, whether received by Seller or Buyer subsequent to January 25, 2005, shall be the property of Buyer and shall be subject to Paragraph 2E hereof;
 - F. Seller assumes no responsibility for the final bill from Cislo & Thomas (totaling \$5570.75) through 12/31/04.
 - G. Buyer will assume responsibility for Cislo & Thomas Bills after 12/31/05.
 - H. Seller will pay Buyer \$500. to be used towards legal fees for the creation of this agreement.

4. Seller agrees that any inquiries or leads for the LLC and its products and services received by it will be courteously referred on to Buyer. In addition, a letter shall be sent in the name of Gamproducts, Inc. to all parties contracting with Seller on behalf of the LLC and/or from whom monies are due in respect thereof, directing payment to be made to Buyer or Buyer's designee and Seller hereby appoints Buyer its attorney in fact to execute and transmit such letters in Seller name.

5. Buyer represents and warrants as of the date hereof that:
A. It has the power, authority and legal right to execute, deliver and perform this Agreement and the transactions contemplated hereby, such has been duly and validly authorized by all necessary corporate action and such shall not violate any provision of any applicable order, injunction



or decree or any indenture, agreement or other instrument to which it is a party or which purports to be binding on it;

B. This Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms;

C. Buyer has had an opportunity to consult with its own advisers prior to entering into this Agreement, has had full access to and has had an opportunity to review the financial books and records of the LLC and that the purchase price has been the subject of negotiation between Buyer and Seller.

6. Seller represents and warrants as of the date hereof that:

A. Seller owns the Membership Interest free and clear of any and all liens, claims, charges, options and encumbrances of any nature whatsoever, and that upon the consummation of the transactions contemplated herein, Buyer shall acquire good and valid title thereto;

B. Seller has not incurred any obligations for or on behalf of the LLC which do not appear on its books and records, including, but not limited to, the granting of trade allowances, returns and discounts of the unauthorized use of the credit cards.

C. This Agreement has been duly executed and delivered and is a valid and binding obligation of Seller enforceable in accordance with its terms.

D. Seller has the requisite right, power and authority to enter into and perform this Agreement and the transactions contemplated hereby, such has been duly and validly authorized by necessary corporate action and such shall not violate any provision of any applicable order, injunction or decree or any agreement or other instrument to which it is a party or which purports to be binding upon it.

E. Seller has had an opportunity to consult with its own advisers prior to entering into this Agreement, has had an opportunity to review the financial books and records of the LLC and that the Purchase has been the subject of negotiation between Buyer and Seller.

F. All accounts, books, ledgers and other records material to the LLC of whatsoever kind have been maintained by the LLC or by Seller on its behalf, and to the best of Seller's knowledge have been properly and accurately kept and are complete in all material respects. Seller will deliver to Buyer complete and correct copies of said records.

G. The LLC has good and valid title to, or valid rights under contract to use, all the Assets, and to the extent such assets are held by Seller, Seller has so held such title and rights solely for the benefit of the LLC and said Assets are free and clear of all liens, claims, charges, options and encumbrances of any nature whatsoever.

[Handwritten initials] 3.

H. There is no action, suit, proceeding at law or in equity by any person or entity, or any arbitration or any administration or other proceeding by or before any governmental or regulatory authority, pending or, to the best of knowledge of Seller, threatened, against the LLC with respect to this Agreement or the transactions contemplated hereby, or against or affecting the LLC or the Assets.

I. Gamproducts has timely filed, or caused to be filed, completely and accurately all federal, state, local and foreign tax or information returns required under applicable law relating to transactions conducted on behalf of the LLC.

J. No examination of any return of the LLC or Gamproducts on its behalf is currently in progress, and the LLC or Gamproducts has not received any notice of any proposed audit or examination. Any taxes due as of the date hereof or on account of any period up to said date, shall be Seller's responsibility, any claim for which, Seller hereby indemnifies Buyer against.

K. Seller shall keep confidential all proprietary information obtained by it in connection with the LLC.

7. The Closing of the transactions contemplated herein shall take place simultaneously with execution of this Agreement. It is the intent of the parties that the economic effect of the purchase of the Membership Interest hereunder will occur as of 12:01 a.m. on January 1, 2005. All of the business and operations of the LLC shall therefore be considered to have been conducted for the account of and to have accrued to the benefit (or detriment) of the Buyer as of such date, and all revenues, receivables, income, payables and expenses of the LLC arising after such date, except as otherwise provided herein, shall be deemed to be the property and responsibility of the Buyer.

8. A. Seller hereby indemnifies, defends and holds Buyer harmless with respect to any and all claims, actions, costs, damages, liabilities and expenses (including without limitation, reasonable attorney's fees, costs and expenses), asserted against or incurred by Buyer, relating to or arising out of the inaccuracy of any representation or warranty made by Seller or with respect to the breach of any covenant or agreement made by Seller herein.

B. Buyer hereby indemnifies, defends and holds Seller harmless with respect to any and all claims, actions, costs, damages, liabilities and expenses (including without limitation, reasonable attorneys' fees, costs and expenses) asserted against or incurred by Seller, directly or indirectly, relating to or arising out of the inaccuracy of any representation or warranty made by Buyer, or the alleged breach of any covenant or agreement made by Buyer herein.

 4.

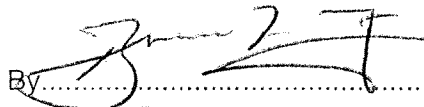
9. **A.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the other provisions hereof, but such remaining provisions shall be construed all respects as if such invalid or unenforceable provision or provisions were omitted.
- B.** No waiver, amendment or other modification of or to any provisions of this Agreement shall be valid unless made in writing and signed by all of the parties hereto. No waiver in one or more instances of any of such provisions shall be deemed a continuing waiver or a waiver of any other provisions.
- C.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.
- D.** All representations and warranties made herein shall survive the Closing.
- E.** This Agreement contains the entire agreement of the parties relating to subject matter encompassed hereby and there are no agreements, understandings or representations other than those expressly contained herein, or otherwise referred to herein. This Agreement may be executed in counterparts (which may be by facsimile), each of which shall be deemed an original.
- F.** Should any provision of this Agreement require interpretation, it is agreed that the Court or arbitration panel interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of construction that a document should be construed more strictly against the party who itself or through its agent prepared the same; it being acknowledged that the legal counsel of all parties hereto have participated in the preparation of this Agreement.

5.

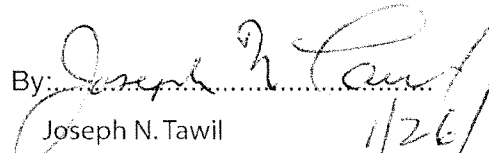
G. After the Closing, each party agrees that from time to time, at the request of the other party and without further cost or expense to the requesting party, to execute and deliver such other instruments of conveyance and transfer and take such other actions as may be reasonably requested in order to more effectively consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the first above written.

BUYER: **FINN FILM SERVICES, INC.**

By:  1/26/05
Bruce L. Finn

SELLER: **GAMPRODUCTS, INC.**

By:  1/26/05
Joseph N. Tawil