

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/07/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kidtoon Films, Inc.		01/29/2007	CORPORATION: CALIFORNIA
BP/KTF, LLC		01/12/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Vistachiara Productions, Inc.
Street Address:	55 Madison Avenue
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3162444	THE BIGGER PICTURE
Registration Number:	3153572	KIDTOON FILMS!!

**CORRESPONDENCE DATA**

Fax Number: (212)808-7897  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-808-7800  
 Email: mmarcotte@kelleydrye.com  
 Correspondent Name: Matthew D. Marcotte  
 Address Line 1: 101 Park Avenue  
 Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER:	Matthew D. Marcotte
Signature:	/Matthew D. Marcotte/

**TRADEMARK**

**900200171**

**REEL: 004608 FRAME: 0220**

**OP \$65.00 3162444**

Date:

08/19/2011

**Total Attachments: 6**

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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "*Agreement*") is entered into this 7<sup>th</sup> day of January, 2007 (the "*Effective Date*"), by and among Kidtoon Films, Inc., a California corporation ("*KTF*"), BP/KTF, LLC, a California limited liability company and subsidiary of KTF ("*Assignor*") and Vistachiarra Productions, Inc., a Delaware corporation ("*Assignee*").

**WHEREAS**, Pursuant to that certain Contribution Agreement dated July 28, 2006, by and between KTF and Assignor, KTF transferred and conveyed to the Assignor, all of its rights, title and interest in and to Trademarks (as defined below);

**WHEREAS**, Such assignment was not recorded with the United States Patent and Trademark Office ("*USPTO*") and KTF remains to be the named registrant of the Trademarks registered with the USPTO (Reg. No. 3,153,572 and Reg. No. 3,162,444) and is made a party to this Agreement to the extent that it retains any rights as a named registrant;

**WHEREAS**, Assignor currently owns and possess all rights, title and interest in the Trademarks and in connection with that certain Asset Purchase Agreement, dated as of even date herewith, desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the trademarks, service marks and/or trade names and all applications therefor (collectively, "*Trademarks*") specified in Schedule A attached hereto;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and KTF hereby assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's and KTF's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor and KTF had this assignment not been made.

Assignor and KTF each further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

**ASSIGNOR:**

**BP/KTF, LLC**

a California limited liability company

By: 

Michele Martell,  
Chief Operating Officer

**ASSIGNEE:**

**VISTACHIARA PRODCIONS, INC.**

a Delaware corporation

By: \_\_\_\_\_

A. Dale Mayo  
Chief Executive Officer

**AGREED TO AND ACCEPTED  
AS OF THE DATE HEREOF:**

**KIDTOON FILMS, INC.**

a California corporation

By: 

Jonathan Dern,  
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

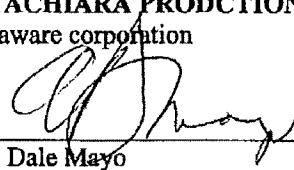
**ASSIGNOR:**

**BP/KTF, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Michele Martell,  
Chief Operating Officer

**ASSIGNEE:**

**VISTACHIARA PRODUCTIONS, INC.**  
a Delaware corporation

By:  \_\_\_\_\_  
A. Dale Mayo  
Chief Executive Officer

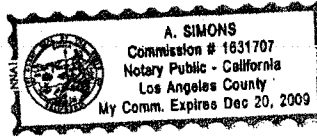
**AGREED TO AND ACCEPTED  
AS OF THE DATE HEREOF:**

**KIDTOON FILMS, INC.**  
a California corporation

By: \_\_\_\_\_  
Jonathan Dern,  
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF CALIFORNIA        )  
  : SS  
COUNTY OF LOS ANGELES    )



On this 12th day of January, 2007, before me personally came Michele Martell, to me known, who, being by me duly sworn, did depose and say that she is the Chief Operating Officer of BP/KTF, LLC, a California limited liability company (the "Assignor"), the corporation described in and which executed the above instrument; and that she signed her name thereto by authority of the Manager and Members of the Assignor.

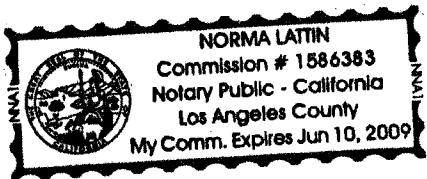
                  A. Simons                    
Notary Public

ACKNOWLEDGEMENT

STATE OF CALIFORNIA                    )  
  : SS  
COUNTY OF LOS ANGELES            )

On this 29th day of January, 2007, before me personally came Jonathan Dern, to me known, who, being by me duly sworn, did depose and say that she is the Chief Executive Officer of Kid Toon Films, Inc., a California corporation, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of Kid Toon Films, Inc.

  
\_\_\_\_\_  
Notary Public



**SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT  
(Effective as of JANUARY 7, 2007)**

**UNITED STATES TRADEMARK**

Service Mark:	The Bigger Picture
Registration No.:	3,162,444
International Class:	41
Registration Date:	October 24, 2006
Owner:	Kidtoon Films, Inc.

Service Mark:	KIDTOON FILMS!!
Registration No.:	3,153,572
International Class:	41
Registration Date:	October 10, 2006
Owner:	Kidtoon Films, Inc.