

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
Joe Shortal		07/24/2003	INDIVIDUAL: UNITED STATES
James Blondell		07/31/2003	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Sub-Urban Industries, Inc.
Street Address:	500 Molino
Internal Address:	Suite 215
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90013
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	76507784	WHITEBOY RECORDS
Serial Number:	76507785	WHITEBOY
Serial Number:	76507783	WHITEBOY
Serial Number:	76511641	WHITEBOY
Serial Number:	76524161	WHITEBOY

CORRESPONDENCE DATA	
Fax Number:	(310)520-5988
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	310/207-3800
Email:	dax_alvarez@bstz.com
Correspondent Name:	Dax Alvarez, Esq.
Address Line 1:	Blakely Sokoloff Taylor & Zafman LLP
Address Line 2:	12400 Wilshire Blvd., 7th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90025

CH \$140.00 76507784

ATTORNEY DOCKET NUMBER:

006124.A004

NAME OF SUBMITTER:

Dax Alvarez

Total Attachments: 3

source=Page1#page1.tif

source=Page2#page1.tif

source=Page3#page1.tif

ASSIGNMENT OF TRADEMARKS
AND
THE UNITED STATES AND FOREIGN
APPLICATIONS FOR REGISTRATION THEREOF

WHEREAS, Joe Shortal and James Blondell, individuals and citizens of the United States having a place of business at 500 Molino, Suite 215, Los Angeles, California 90013 ("ASSIGNORS"), have acquired or adopted, and used, and thereby own all rights, title and interests in and to (i) the trademarks and (ii) the United States and various foreign applications for registration thereof identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (the "Marks", and "Applications", respectively), together with the goodwill of the business appurtenant to said Marks; and

WHEREAS, ASSIGNORS are assigning the Marks and the Applications as part of the entire business to which the Marks pertain as required by 15 U.S.C. § 1060; and

WHEREAS, Sub-Urban Industries, Inc., a California corporation having a place of business at 500 Molino, Suite 215, Los Angeles, California 90013 ("ASSIGNEE") the successor of the ongoing and existing business to which the Marks pertain is desirous of acquiring said Marks and the Applications therefor; and

WHEREAS, in order to effectuate ASSIGNORS' assignment of their entire rights, title and interest in and to the Marks and Applications and the goodwill appurtenant thereto, to ASSIGNEE, ASSIGNORS are executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNORS do hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks and Applications identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

ASSIGNORS hereby represent and warrant that, to the best of their knowledge, (i) they are the sole owners of the Marks and the goodwill associated therewith, and the Applications relating thereto; (ii) the Applications for registration thereof were not filed fraudulently or contrary to any provision of the trademark laws of the respective countries; (iii) the Applications for registration thereof are not the subject of any

opposition proceedings in the United States or any of the respective jurisdictions; (iv) they have granted no licenses to any other party to use the Marks; (v) they are not a party to any prior agreement nor have made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks and/or Applications which would be breached or otherwise violated by the foregoing Assignment of the Marks and Applications. In this connection, ASSIGNORS state that they make no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

ASSIGNORS hereby agree that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, and in the respective foreign trademark offices, so as to establish ASSIGNEE as owner of record of the Marks and Applications.

ASSIGNORS further agree, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, as well as the respective foreign trademark offices, so that ASSIGNEE's ownership of the Marks and Applications is duly made of record.

IN WITNESS WHEREOF, ASSIGNORS have caused this instrument to be executed on the date indicated below.

JOE SHORTAL AND JAMES BLONDELL
("ASSIGNORS")

Dated: 7/24/03, 2003

By: Joe Shortal
Joe Shortal

Dated: 07/31/03, 2003

By: James Blondell
James Blondell

SUB-URBAN INDUSTRIES, INC.
("ASSIGNEE")

Dated: 7/24, 2003

By: Joseph E. Shortal
Joseph E. Shortal, CEO

EXHIBIT A

MARK	COUNTRY	SERIAL NO.	FILING DATE
WHITEBOY RECORDS	United States	76/507,784	04/21/03
WHITEBOY	United States	76/507,785	04/21/03
WHITEBOY	United States	76/507,783	04/21/03
WHITEBOY	United States	76/511,641	05/05/03
WHITEBOY	Australia	954626	05/20/03
WHITEBOY	Canada	**	06/23/03
WHITEBOY	European Community	3155181	05/03/03
WHITEBOY	Japan	2003-047829	06/10/03
WHITEBOY	United States	76/524,161	06/20/03