

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bow Down, a partnership comprised of Mark S. Jacobs and James Blondell		07/31/2003	PARTNERSHIP: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sub-Urban Industries, Inc.
<b>Street Address:</b>	500 Molino
<b>Internal Address:</b>	Suite 215
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90025
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	78093948	WHITEBOY
Serial Number:	78094289	WHITEGIRL

<b>CORRESPONDENCE DATA</b>	
Fax Number:	(310)820-5988
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3102073800
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Address Line 4:	Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	006124.A004
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NAME OF SUBMITTER:	Dax Alvarez
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CH \$65.00 78093948

Total Attachments: 3  
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ASSIGNMENT OF TRADEMARKS

AND

THE UNITED STATES APPLICATIONS  
FORREGISTRATION THEREOF

WHEREAS, Bow Down, A California partnership comprised of Mark S. Jacobs and James Blondell, both individuals and citizens of the United States having a place of business at 500 Molino, Suite 215, Los Angeles, California 90013 ("ASSIGNOR"), has acquired or adopted, and used, and thereby owns all rights, title and interests in and to (i) the trademarks and (ii) the United States 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, ASSIGNOR is 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 ASSIGNOR'S assignment of its entire rights, title and interest in and to the Marks and Applications and the goodwill appurtenant thereto, to ASSIGNEE, ASSIGNOR is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does 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.

ASSIGNOR hereby represents and warrants that, to the best of its knowledge, (i) it is the sole owner 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 United States; (iii) the Applications for registration thereof are not the subject of any opposition

proceedings in the United States; (iv) it is granted no licenses to any other party to use the Marks; (v) it is 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, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

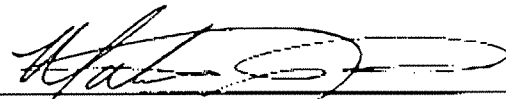
ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Marks and Applications.

ASSIGNOR further agrees, 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.

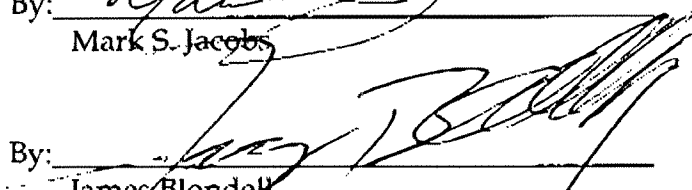
IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

BOW DOWN  
("ASSIGNOR")

Dated: 7/30/03 2003


By:   
Mark S. Jacobs

Dated: 7/31/03 2003

By:   
James Blondell

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

Dated: 7/24 2003

By:   
Joseph E. Shortal, CEO

## EXHIBIT A

MARK	COUNTRY	SERIAL NO.	FILING DATE
WHITEBOY	United States	78/093,948	11/17/01
WHITEGIRL	United States	78/094,289	11/20/01

7/3/03

Exhibit A

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