

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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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joe Shortal		02/18/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Black Jesus, LLC
Street Address:	1424 2nd Street
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	a California limited liability company: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76502477	BLACK JESUS
Serial Number:	76546928	BLACK JESUS

CORRESPONDENCE DATA	
Fax Number:	(310)820-5988
<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:	12400 Wilshire Boulevard
Address Line 2:	7th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	006124.A005
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NAME OF SUBMITTER:	Dax Alvarez
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Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

AND

**THE UNITED STATES APPLICATIONS
FOR REGISTRATION THEREOF**

WHEREAS, Joe Shortal, an individual and citizen 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 own 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, Black Jesus LLC, a California limited liability company having a business at c/o Barnes Morris et al., 1424 2nd Street, Santa Monica, California 90401 ("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 his 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, his 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 his knowledge, (i) he 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 respective countries; (iii) the Applications for registration thereof are not the subject of any opposition proceedings in the United States. In this connection, ASSIGNOR states that he 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, 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.

JOE SHORTAL
("ASSIGNOR")

Dated: 2/18/04



Joe Shortal

EXHIBIT A

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
BLACK JESUS Int. Cl. 9	United States	76/502,477	March 31, 2003
BLACK JESUS Int. Cl. 16	United States	76/546,928	September 25, 2003