

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Joe Shortal		02/18/2004	INDIVIDUAL: UNITED STATES
James Blondell		02/19/2004	INDIVIDUAL: UNITED STATES

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

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	76511520	WHITE DEVIL
Serial Number:	76546929	WHITE DEVIL

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)820-5988
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	310/207-3800
<b>Email:</b>	dax_alvarez@bstz.com
<b>Correspondent Name:</b>	Dax Alvarez, Esq.
<b>Address Line 1:</b>	12400 Wilshire Boulevard
<b>Address Line 2:</b>	7th Floor
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025

<b>ATTORNEY DOCKET NUMBER:</b>	006124.A005
<b>NAME OF SUBMITTER:</b>	Dax Alvarez

Total Attachments: 4  
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**ASSIGNMENT OF TRADEMARKS**  
**AND**  
**THE UNITED STATES 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 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, Black Jesus LLC, a California limited liability company having a business at c/o Barnes Morris et al., 1424 2<sup>nd</sup> 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 ASSIGNORS assignment of their entire rights, title and interests 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, their 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. 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, so as to establish ASSIGNEE as owner of record of the Marks and Applications.

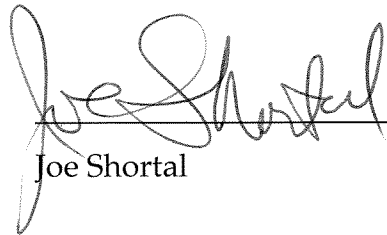
ASSIGNORS further agree, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may

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, so that ASSIGNEE's ownership of the Marks and Applications is duly made of record.

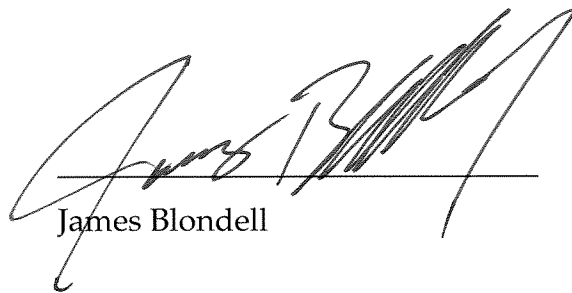
IN WITNESS WHEREOF, ASSIGNORS have caused this instrument to be executed on the date indicated below.

JOE SHORTAL AND JAMES BLONDELL  
("ASSIGNORS")

Date: 2/18/04

  
\_\_\_\_\_  
Joe Shortal

Date: 2/19/04

  
\_\_\_\_\_  
James Blondell

**EXHIBIT A**

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
WHITE DEVIL (Int. Cl. 9)	United States	76/511,520	May 1, 2003
WHITE DEVIL (Int. Cl. 16)	United States	76/546,929	September 25, 2003