

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	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>
Joe Shortal		08/23/2004	INDIVIDUAL: UNITED STATES
James Blondell		08/23/2004	INDIVIDUAL: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sub-Urban Industries, Inc.
<b>Street Address:</b>	2222 East Washington Boulevard, Suite B
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90021
<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:	76451609	WHITE DEVIL
Serial Number:	76456585	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
<b>Address Line 1:</b>	12400 Wilshire Boulevard, Seventh Floor
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025

<b>ATTORNEY DOCKET NUMBER:</b>	006124.A004
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<b>NAME OF SUBMITTER:</b>	Dax Alvarez, Esq.
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Total Attachments: 3  
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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, 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

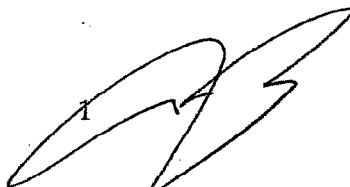
WHEREAS, in order to effectuate ASSIGNORS' assignment of their entire rights, title and interest in and to the Marks and Applications and the goodwill appurtenant thereto, to ASSIGNEE, ASSIGNORS is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNORS does 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 represents and warrants that, to the best of their knowledge, (i) the Applications for registration thereof were not filed fraudulently or contrary to any provision of the trademark laws of the respective countries; (ii) 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, and in the

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**TRADEMARK**  
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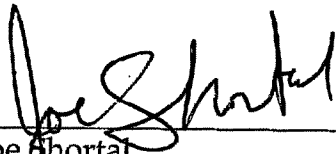
respective foreign trademark offices, so as to establish ASSIGNEE as owner of record of the Marks and Applications.

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.

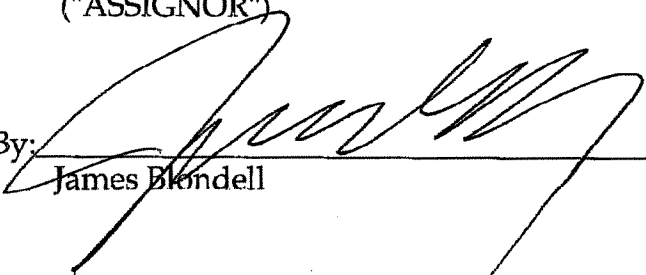
Joe Shortal  
("ASSIGNOR")

Dated: 8/23, 2004

By:   
Joe Shortal

James Blondell  
("ASSIGNOR")

Dated: 8/23, 2004

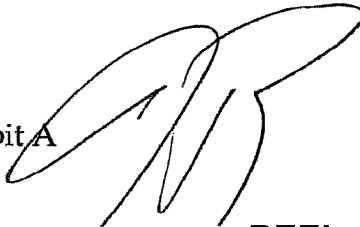
By:   
James Blondell

**EXHIBIT A**

<b>MARK</b>	<b>COUNTRY</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
WHITE DEVIL Class 25	United States	76/451,609	09/23/02
WHITE DEVIL Class 28	United States	76/456,585	10/08/02

7/3/03

Exhibit A



Page 1