Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/09/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IIStar Farm Holdings, Inc.	FORMERLY Star Farm Productions, Inc.	04/13/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Star Farm Productions LLC
Street Address:	1015 W. Lake St. 2W
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2909261	EDGAR AND ELLEN
Registration Number:	2916750	STAR FARM PRODUCTIONS

CORRESPONDENCE DATA

Fax Number: (312)226-7131

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3122267130

Email: peter@starfarmproductions.com

Correspondent Name: Peter Van den Dool
Address Line 1: 1015 W. Lake St. 2W
Address Line 4: Chicago, ILLINOIS 60607

NAME OF SUBMITTER:	Peter Van den Dool
Signature:	/Peter Van den Dool/

TRADEMARK REEL: 003066 FRAME: 0520

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Date:	04/14/2005
Total Attachments: 1 source=trademarkAssignment#page1.tif	

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of October 9, 2003, by and between Star Farm Productions, Inc. (now know as Star Farm Holdings, Inc.) (hereinafter referred to as "Assignor") and Star Farm Productions LLC, an Illinois limited liability company, having a place of business at 1015 W. Lake Street #2W, Chicago, IL 60607 (hereinafter "Assignee").

WHEREAS, Assignor has adopted, used, is using and is, to the best of its knowledge and belief, the owner of the following trademarks: (a) EDGAR AND ELLEN (Serial No. 78/269,828 which has matured into Registration No. 2,909,261) and (b) STAR FARM PRODUCTIONS (Serial No. 78/269,822 which has matured into Registration No. 2,916,750), and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement worldwide (hereinafter collectively referred to as the "Trademarks");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with the goodwill symbolized by said Trademark, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Chicago, Illinois this 13th day of April 2005.

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RECORDED: 04/14/2005

TRADEMARK REEL: 003066 FRAME: 0522