

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mettais International, LLC		07/31/2005	limited liability company: COLORADO

RECEIVING PARTY DATA

Name:	The Memory Lane Company LLC
Street Address:	9285 Teddy Lane, Suite 215
City:	Lone Tree
State/Country:	COLORADO
Postal Code:	80124
Entity Type:	limited liability company: COLORADO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78290671	MEMORY LANE
Serial Number:	78976255	MEMORY LANE
Serial Number:	78290681	MEMORY LANE
Serial Number:	78976254	MEMORY LANE
Serial Number:	78492139	MEMORY LANE
Serial Number:	78290701	MEMORY LANE
Serial Number:	78290704	MEMORY LANE

CORRESPONDENCE DATA

Fax Number: (303)866-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (303) 866-0412
 Email: jan.steiert@hro.com
 Correspondent Name: Jan Steiert
 Address Line 1: 1700 Lincoln Street, Suite 4100

CH \$190.00 78290671

Address Line 4: Denver, COLORADO 80203

NAME OF SUBMITTER:

Jan N. Steiert

Signature:

/Jan N. Steiert/

Date:

08/04/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 31st day of July, 2005, by Mettais International, LLC, a Colorado limited liability company ("Assignor") to The Memory Lane Company, LLC, a Colorado limited liability company ("Assignee").

Recitals

A. Assignor has applied for federal registration of the trademarks listed on Exhibit A attached hereto (collectively, the "Marks"). Assignor is engaged in, among other things, the ongoing and existing business of developing, manufacturing and selling media products for (i) senior citizens, (ii) people suffering from diminished memory capacity, and (iii) people providing care for persons described in clauses (i) and (ii) (the "Business"). The Marks and the applications therefor are all connected with the Business.

B. Assignor is a member of Assignee. Pursuant to Section 3.1(c) of the limited liability company operating agreement of Assignee, all members of Assignee have agreed to transfer, and have transferred, to Assignee all right, title and interest that such member has or may claim in the Business or any property or products related to the Business.

C. Assignor and Assignee desire to execute this instrument in furtherance of Assignor's obligations pursuant to Section 3.1(c) of Assignee's limited liability operating agreement.

Agreement

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in, to and under the Marks and the Business and the goodwill of the Business symbolized thereby and associated therewith (including the entire Business or portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060 with respect to those Marks that are the subject of intent to use applications in the United States) and all registrations of and applications to register the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns.

2. Further Assurances.

(a) Assignor, at Assignee's expense, agrees to execute, acknowledge and deliver assignments of the Marks and all applications and registrations therefor on appropriate forms to satisfy applicable statutory and regulatory requirements. Such assignments shall be on such forms as may be prescribed by the applicable agency or authority or, in the absence of any such requirements, as may be appropriate under the circumstances. Assignor, at Assignee's

expense, agrees to take all such other action as may be necessary, advisable and appropriate to implement, register, perfect or otherwise notify all appropriate governmental agencies and authorities of the assignment contained herein.

(b) Assignor shall provide Assignee cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):

(i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Marks;

(ii) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; and

(iii) in obtaining any additional trademark or service mark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect.

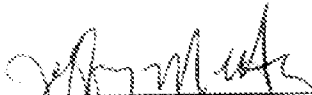
3. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by Assignor subsequent to the date hereof, Assignor will remit the same to Assignee immediately in the form of which received, together with all necessary assignments and endorsements.

4. Binding Effect. This Assignment shall be binding upon Assignor and inure to the benefit of Assignee and their respective successors and assigns.

Executed as of the date first set forth above.

ASSIGNOR:

METTAIS INTERNATIONAL, LLC,
a Colorado limited liability company

By: 
Name: Jeffrey Mettais
Title: President

ASSIGNEE:

THE MEMORY LANE COMPANY, LLC,
a Colorado limited liability company

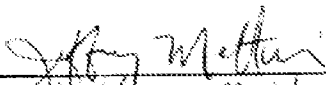
By: 
Name: Jeffrey Mettais
Title: President

EXHIBIT A

<u>Mark</u>	<u>Serial No.</u>
MEMORY LANE	78/290,671
MEMORY LANE	78/976,255
MEMORY LANE	78/290,681
MEMORY LANE	78/976,254
MEMORY LANE	78/492,139
MEMORY LANE	78/290,701
MEMORY LANE	78/290,704