

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
Buckaroo Communications, LLC		08/22/2005	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Buckaroo Communications, LLC
Street Address:	1220 Market Street
City:	Dayton
State/Country:	TENNESSEE
Postal Code:	37321
Entity Type:	Limited Liability Company: TENNESSEE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2872940	4X4 BUILDER
Registration Number:	1809154	AMERICAN RODDER
Registration Number:	1557422	AMERICAN RODDER
Registration Number:	2827455	BUCKAROO SCENE
Registration Number:	2429013	FAMILY & PERFORMANCE BOATING
Registration Number:	2420333	HOT COMPACT & IMPORTS
Registration Number:	2119173	RODDER'S DIGEST
Registration Number:	2394482	STREET ROD BUILDER
Registration Number:	2411569	SUPER ROD
Registration Number:	2545428	TRUCK BUILDER
Serial Number:	78449549	BUCKAROO AMERICAN MOTORCYCLE
Serial Number:	78544455	DEUCE BUILDER

CORRESPONDENCE DATA

900031152

**TRADEMARK
 REEL: 003151 FRAME: 0106**

OP \$315.00 2872940

Fax Number: (423)664-5109
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 423-664-5114
Email: jmcgauley@buckaroocommunications.com
Correspondent Name: Jennifer McGauley
Address Line 1: 1220 Market Street
Address Line 4: Dayton, TENNESSEE 37321

NAME OF SUBMITTER:	Jennifer McGaley
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Signature:	/jennifer mcgauley/
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Date:	08/30/2005
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Total Attachments: 1 source=Assignment#page1.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into effective as of May 1, 2005, by and between BUCKAROO COMMUNICATIONS, LLC, a California limited liability company ("Assignor") and BUCKAROO COMMUNICATIONS, LLC, a Tennessee limited liability company ("Assignee").

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:


1. Assignor hereby assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in and to all assets of Assignor, including, but not limited to, all fixtures, motor vehicles, accounts, accounts receivable, contracts, contract rights, agreements, leases, licenses, trademarks, trademark applications, permits, franchises, commitments and undertakings of Assignor (the "Assets"), subject to all the restrictions, disabilities, debts, liabilities, duties and obligations of Assignor associated therewith, and Assignee hereby accepts such assignment.

2. Assignee hereby undertakes, assumes, and agrees to pay, perform and discharge all unperformed and unfulfilled debts, liabilities, duties and obligations of Assignor, of whatever kind or nature, relating to the Assets or arising in connection with the operation of Buckaroo Communications, LLC, a California limited liability company, and Assignee further agrees that any such debts, liabilities, duties and obligations may be enforced against it to the same extent as if such debts, liabilities, duties and obligations had been incurred or contracted by it; provided, however, that nothing contained herein shall require Assignee to pay or discharge any debts, liabilities, duties or obligations expressly assumed hereby so long as Assignee shall in good faith contest or cause to be contested the amount or validity thereof.

This Assignment and Assumption Agreement shall be binding upon and inure to the benefit Assignor and Assignee, and to their successors, assigns, and personal representatives.


IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement effective as of the date and year first above written.

ASSIGNOR:
BUCKAROO COMMUNICATIONS, LLC,
a California limited liability company

By: 
John Dianna
President/CEO

Dated: 8-22-05, 2005

ASSIGNEE:
BUCKAROO COMMUNICATIONS, LLC,
a Tennessee limited liability company

By: 
John Dianna
President/CEO

Dated: 8-22-05, 2005