

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Nod's Limbs, LLC		10/10/2005	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Star Farm Productions LLC		
<b>Street Address:</b>	1015 W. Lake St. #2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2947397		
Registration Number:	2947398		
Registration Number:	2927425		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)226-7131		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3122267130		
<b>Email:</b>	peter@starfarmproductions.com		
<b>Correspondent Name:</b>	Peter Van den Dool		
<b>Address Line 1:</b>	1015 W. Lake St. #2		
<b>Address Line 2:</b>	Star Farm Productions		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60607		
<b>NAME OF SUBMITTER:</b>	Peter Van den Dool		
<b>Signature:</b>	/Peter Van den Dool/		

OP \$90.00 2947397

Date:

10/13/2005

Total Attachments: 1

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of October 10, 2005, by and between Nod's Limbs, LLC (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 trademarks identified by the following registration numbers: Registration No. 2,947,398, Registration No. 2,947,397 and Registration No. 2,927,425, 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 10th day of October 2005.

NOD'S LIMBS, LLC

By: Star Farm Holdings, Inc., its Manager

By: Sharon Fierro

Name: Sharon Fierro

Its: CFO