

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
Brian Wallos & Co., Inc.		06/13/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	EDGE MAN, INC.		
Street Address:	10835 Sanden Drive		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75238		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76433917	PARKHURST	
Registration Number:	2719203	PARKHURST	
CORRESPONDENCE DATA			
Fax Number:	(972)661-5691		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972/661-5114		
Email:	ccorenblith@suplaw.com		
Correspondent Name:	Cliff Corenblith		
Address Line 1:	5420 LBJ Freeway		
Address Line 2:	Suite 1900		
Address Line 4:	Dallas, TEXAS 75240		
ATTORNEY DOCKET NUMBER:	E0368-0001		
NAME OF SUBMITTER:	Cliff Corenblith		
Signature:	/Cliff Corenblith/		

OP \$65.00 76433917

Date:

10/17/2005

Total Attachments: 8

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PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") made this 13 day of June, 2005 between Brian Wallox & Co., Inc. ("Seller"), 8581 Santa Monica Blvd. Suite 704, West Hollywood, California 90069 and EDGEMAN, INC. (the "Purchaser"), 10835 Sanden Drive, Dallas, Texas 75238.

WHEREAS Seller is the registered owner of Canadian trademark registration #TMA 402530 for PARKHURST and USA trade mark registration #2719203 for PARKHURST (collectively the "Trade Marks");

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein (the receipt and sufficiency of which are hereby acknowledged), Seller and the Purchaser hereby agree as follows:

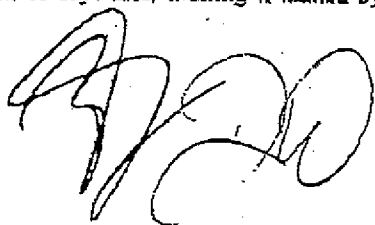
1. Seller hereby sells, transfers, conveys, assigns and delivers to the Purchaser all right, title and interest in and to:
 - (A) The Trademarks;
 - (B) all renewals of the Trademarks, as applicable; and
 - (C) all of the goodwill connected with and symbolized by the Trademarks
(Collectively the "Rights")
2. Purchaser shall pay to Seller Ninety Eight Thousand Dollars (USD \$ 98,000) for the purchase of the Trademarks and all Rights, to be paid upon execution of this agreement
3. Seller hereby represents and warrants to the Purchaser as follows:
 - (A) Seller is the registered owner of the Trademarks and is the beneficial owner of the Trademarks and the Rights, and has good and marketable title and absolute authority to sell, transfer, convey, assign and deliver the Trademarks and the Rights to the Purchaser in the manner contemplated herein.
 - (B) The Trademarks and the Rights are free and clear of all liens, encumbrances.
 - (C) Seller is not under any obligation, contractual or otherwise, to request or obtain the consent of any person to the transactions contemplated herein or any part thereof or to the sale, transfer, conveyance or delivery of any of the Trademarks or the Rights.
 - (D) To the best of Seller's knowledge The Trademarks and Rights are not the subject of any interference, opposition, re-examination or cancellation proceeding. No third party is infringing upon nor has any third party misappropriated the Trademarks or Rights
 - (E) To the best of Seller's knowledge, Seller's use of the Trademarks is not infringing upon the intellectual property rights of any third parties
 - (F) Each Trademark is valid and to the best of Seller's knowledge enforceable



- (G) Seller has not received any demand, claim or notice from any third person with respect to the Trademarks or Rights which challenges the validity of the Trademarks or Rights
- (H) The Trademarks have been registered with the United States Patent and Trademark Office ("USPTO") and Canadian Intellectual Property Office ("CIPO") and are currently in material compliance with all formal legal requirements in such offices.
- (I) Seller is the owner of all right, title and interest in the Trademarks and Rights free and clear of all encumbrances and the purchase and transfer will vest in the Purchaser all of the right, title and interest in the Trademarks and Rights free and clear of all encumbrances.
- (J) Seller has attached all evidences of assignments and transfers of the Trademarks from Parkhurst Products, Inc. to Seller in the USPTO and CIPO as Exhibit A
- (K) This Agreement has been duly executed and delivered by and constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate proceedings on the part of Seller

All representations and warranties shall survive the closing without limitation of time.

- 4. Seller shall, at any time and from time to time, upon the written request of the Purchaser, execute and deliver to the Purchaser such further documents and instruments and do such other acts and things as the Purchaser may reasonably request in order to effectuate fully the purpose and intent of this Agreement.
- 5. No amendment or waiver of any provision of this Agreement, nor consent to any departure herefrom, shall in any event be effective unless the same shall be in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 6. This Agreement shall be binding upon and inure to the benefit of the undersigned and their respective heirs, executors, legal personal representatives, successors and assigns.
- 7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and the federal laws of the United States of America applicable therein.
- 8. If either party commences or is made a party to any action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party all attorney's fees, costs, and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgement obtained in any such action or proceeding.
- 9. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) if transmitted by facsimile transmission, upon telephone confirmation of receipt of the transmission thereof, provided a copy is also delivered via overnight courier or U.S. mail, (iii) if sent by overnight courier, one business day after delivery to the subject overnight courier, or (iv) three business days after mailing if mailed by first class mail, postage pre-paid, to the parties at their

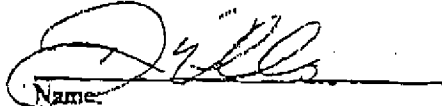


addresses set forth below, or such other addresses designated from time to time in writing by such party to all other parties

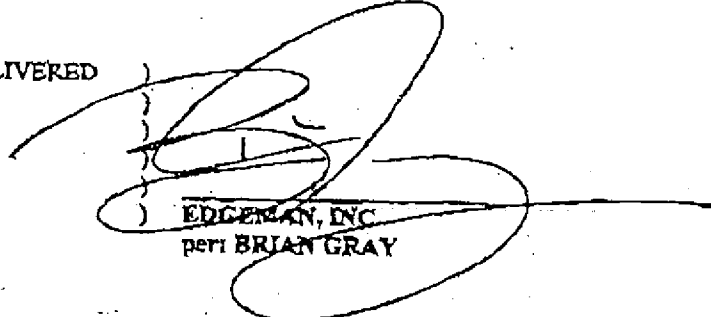
- 10. If provisions of this Agreement are found invalid or if there is a conflict between any provisions of this agreement and any present or future statute, law, ordinance or regulation, such provisions shall (i) be curtailed, limited and/or deemed not to be part of this agreement only to the extent necessary to make it comply with such statute, law, ordinance or regulation, and (ii) not affect the validity or enforceability of the remaining provisions
- 11. This agreement represents the entire agreement between the parties with respect to the subject matter set forth above and supersedes all previous oral and written arguments, communications, representations or commitments
- 12. Purchaser (and its successors and assigns) hereby irrevocably release and discharge Seller, Brian Wallos, In The Game, Inc. and Brian Price of and from all actions, causes of action, suits, claims and demands whatsoever which the Purchaser (and its successors and assigns) now has or hereafter can, shall or may have against Seller, Brian Wallos, In The Game, Inc. or Brian Price for or by reason of or in any way arising out of any cause, matter or thing whatsoever done or omitted to be done, occurring or existing prior to the date of this Agreement as owner, licensor or licensee of the PARKHURST Trademarks or as manufacturer and/or distributor of PARKHURST-brand trading cards. For certainty, this release and discharge does not release or discharge Seller from any representation, warranty or covenant made by Seller in this Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above,

Brian Wallos & Co., Inc.

By: 
 Name: _____
 Title: PRESIDENT
 I have authority to bind the corporation.

SIGNED, SEALED AND DELIVERED
in the presence of:


 EDGERMAN, INC.
 per: BRIAN GRAY





**Office de la propriété
intellectuelle
du Canada**

Un organisme
d'Industrie Canada

50, rue Victoria
Place du Portage I
Gatineau (Québec) K1A 0C8

**Canadian
Intellectual Property
Office**

An Agency of
Industry Canada

50 Victoria Street
Place du Portage I
Gatineau, Quebec K1A 0C8

**R. GRANT CANSFIELD
(AIRD & BERLIS LLP)
SUITE 1800
181 BAY STREET
TORONTO
ONTARIO M5J 2T9**

Date	17 mai/May 2005
Votre référence - Your reference	
Numéro de dossier - File number	651648

**Confirmation
changement en titre**

Le nom indiqué ci-dessous a été inscrit comme propriétaire
des marques de commerce suivantes.

Brian Wallos & Co., Inc.
8581 Santa Monica Boulevard
Suite 704
West Hollywood, California 90069
UNITED STATES OF AMERICA

**Confirmation of
Change in Title**

The name shown below has been entered as the owner of the
trade-marks listed.

La firme indiquée ci-dessous a été inscrite comme
représentant pour signification.

**R. GRANT CANSFIELD
(AIRD & BERLIS LLP)
SUITE 1800
181 BAY STREET
TORONTO
ONTARIO M5J 2T9**

The firm mentioned below has been recorded as
Representative for Service.

Marque(s) de commerce / Trade-mark(s) :

TMA402,530 651648 PARKHURST

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Denise Blanchette (AAR)
Section des cessions et renouvellements/
Assignment and Renewal Section
(819) 994-4938

Canada

<http://opic.gc.ca> • <http://cipo.gc.ca>

OPIC  CIPO
TRADEMARKS

REEL: 003175 FRAME: 0904

TRADEMARK ASSIGNMENT

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 Stylesheet Version v1.1

**05/09/2005
 900024314**

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parkhurst Products Inc.		04/07/2005	Canadian Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Brian Wallis & Co., Inc.		
Street Address:	8581 Santa Monica Blvd.		
Internal Address:	Suite 704		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76433917	PARKHURST	
CORRESPONDENCE DATA			
Fax Number:	(314)612-1396		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314-444-1369		
Email:	cbrightam@lewisrca.com		
Correspondent Name:	Chad W. Brigham		
Address Line 1:	500 North Broadway, Suite 2000		
Address Line 4:	St Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Chad W. Brigham		
Signature:	/Chad W. Brigham/		
Date:	05/09/2005		

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