

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Thomas John McDowell		10/09/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Monster Cable Products, Inc.		
Street Address:	455 Valley Drive		
City:	Brisbane		
State/Country:	CALIFORNIA		
Postal Code:	94005		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2464825	MONSTER SHOW	
Registration Number:	2460601	MONSTER SHOW	
Serial Number:	76575896	MONSTER SHOW	
CORRESPONDENCE DATA			
Fax Number:	(831)649-8835		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	831-649-8800		
Email:	uspto@lgpatlaw.com		
Correspondent Name:	Matthew A. Powelson		
Address Line 1:	19 Upper Ragsdale Drive, Suite 200		
Address Line 4:	Monterey, CALIFORNIA 93940		
ATTORNEY DOCKET NUMBER:	MONSTER SHOW ASSIGNMENT		
NAME OF SUBMITTER:	Matthew A. Powelson		
Signature:	/Matthew A. Powelson/		

OP \$90.00 2464825

Date:

11/03/2006

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is entered into by and between Thomas John McDowell, an individual, whose residence is located at Angel Hill, 923 14th St., Pacific Grove, California 93950 (hereinafter called "the Assignor") and Monster Cable Products, Inc., a corporation incorporated under the laws of the State of California, with an address of 455 Valley Drive, Brisbane, CA 94005 (hereinafter called "the Assignee"). This Assignment shall be effective as of the last date executed by a party below ("Effective Date").

Recitals

A. WHEREAS, for the past eight years, Assignor has dedicated time, effort, and expense into developing a theatrical production entitled MONSTER SHOW, including, but not limited to obtaining:

1. United States Federal Trademark Registration No. 2,464,825, for MONSTER SHOW covering *clothing, namely, tee shirts, hats, sweatshirts, jackets, masquerade costumes, and ties* in International Class 25 and *toys and games based on theatrical productions, namely, magic tricks, board games, dolls, children's play cosmetics and costume masks* in International Class 28;

2. United States Federal Trademark Registration No. 2,460,601 for MONSTER SHOW covering *entertainment in the nature of theater productions* in International Class 41; and

3. Federal Trademark Application No. 76/575,896 for

MONSTER SHOW

covering *entertainment in the nature of theater productions* in International Class 41; and

4. Canadian Trade-Mark Application Number 1065468 covering (1) *Clothing, namely T-shirts, hats, sweatshirts, jackets, masquerade costumes, and ties* (2) *Toys and games, namely magic tricks, board games, dolls, children's play cosmetics and costume masks* and (3) *Entertainment in the nature of theatre productions*; and

5. www.monstershow.com.

(The above-stated trademark registrations, trademark applications and domain name are collectively referred to herein as the "Intellectual Property").

B. Assignee desires to acquire all of Assignor's right, title and interest, including all associated goodwill, in the Intellectual Property.

C. Assignor seeks to give, grant, sell, transfer, convey and assign (collectively "assign") to Assignee all of his right, title and interest, including all associated goodwill, in the Intellectual Property.

Assignment

NOW, THEREFORE, for consideration in an amount set forth below, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree to the following terms:

A. Rights Assigned. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest, including all associated goodwill, in the Intellectual Property as stated above to be held, enjoyed, prosecuted, and maintained by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, and/or other legal representatives, for the full life of the Intellectual Property as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been entered into by the parties. Assignee shall prepare and file with the United States Patent and Trademark Office and the Canadian Intellectual Property Office formal notices of assignment.

B. Payment. Assignee shall, within ten (10) days of the Effective Date, pay Assignor Two Thousand and Five Hundred Dollars (\$2,500.00).

C. Warranty. Assignor hereby represents and warrants that Assignor has the full power, authority and right to assign the Intellectual Property as herein provided; that Assignor has not previously granted, conveyed, licensed, sold, transferred, or assigned to any other party any right, title or interest in or to the Acquisition Agreement, nor will Assignor hereafter do any of the foregoing.

D. Obligation. The parties further agree that Assignor, his officers, agents, employees, servants, attorneys, representatives, successors and assigns, and others in privity and acting on behalf of or in concert therewith shall, upon the effective date of this Assignment, immediately discontinue and never begin use again of the MONSTER SHOW trademark, trade name, service mark or otherwise referring to his goods or services with the mark or domain name including or similar to MONSTER SHOW or any variation thereof, or any acronym of similar appearance, sound or import, including but not limited to, licensing, selling or otherwise using in commerce such marks as an indicator of origin of goods or services.

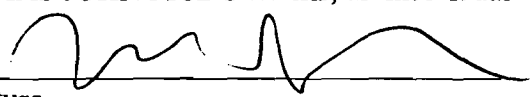
E. Domain Name Transfer. Assignor agrees to assist Assignee, at Assignee's expense, to the extent reasonably necessary in the complete transfer of the domain name registration to Assignee.

F. Assignment. This Assignment and all obligations and undertakings hereunder shall inure to the benefit of Assignor and Assignee and their respective employees, agents, successors, assigns, transferees, heirs and executors.

Executed this 15th day of August, 2006 at Princeton,
~~California~~ New Jersey

For the Assignor:

THOMAS JOHN MCDOWELL, an individual


Signature

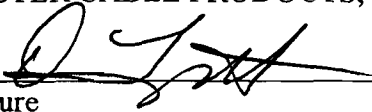
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REEL: 003421 FRAME: 0877

Executed this 9 day of October, 2006 at Brisbane, California.

For the Assignee:

MONSTER CABLE PRODUCTS, INC.



Signature

Name

David Tognotti

Title

V.P. ad General Counsel