

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/26/2002

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VIVID VIDEO, INC.		08/22/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	VIVID ENTERTAINMENT LLC
Street Address:	3599 Cahuenga Blvd West
Internal Address:	4th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90068
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3262060	VIVID GIRL

**CORRESPONDENCE DATA**

Fax Number: (716)855-1580  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (716) 849-1333x410  
 Email: ip@lglaw.com  
 Correspondent Name: John P. Hains, Esq.  
 Address Line 1: 42 Delaware Ave.  
 Address Line 2: Suite 120  
 Address Line 4: Buffalo, NEW YORK 14202

ATTORNEY DOCKET NUMBER:	27047.0104
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NAME OF SUBMITTER:	John P. Hains, Esq.
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OP \$40.00 3262060

Signature:

/j p hains/

Date:

09/07/2007

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS WITH PENDING APPLICATIONS FOR REGISTRATION

VIVID VIDEO, INC., a California corporation with a principal place of business at 3599 Cahuenga Blvd. W 4th Floor, Los Angeles, CA 90068 ("Vivid Video") and VIVID ENTERTAINMENT LLC, a California Limited Liability Company with a principal place of business at 3599 Cahuenga Blvd. W 4th Floor, Los Angeles, CA 90068 ("Vivid Entertainment"), completed an agreement in which Vivid Video contributed its assets to Vivid Entertainment in exchange for a membership interest in Vivid Entertainment. This Assignment of Trademarks with Pending Applications for Registration (Assignment) confirms and restates the terms of the completed agreement in order to record the transfer of ownership of the trademarks and the pending applications therefor, together with that portion of Assignor's business in connection with which it has a bona fide intent to use the trademarks with the Assignment Services Division of the United States Patent and Trademark Office.

NOW THEREFORE, for one dollar (\$ 1.00) and more good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vivid Video and Vivid Entertainment agree that:

1) Vivid Video, effective as of July 26, 2002, transfers and assigns to Vivid Entertainment all right, title and interest in, under and to the trademarks (the Marks) and the pending applications for United States Patent and Trademark Office Registrations therefor listed in Exhibit A, attached hereto, (the Pending Applications) together with that portion of Assignor's business in connection with which it has a bona fide intent to use the Marks.

2) Vivid Video acknowledges that upon execution of this Assignment, Vivid Entertainment shall be the exclusive owner of the Marks, the Pending Applications, that portion of Assignor's business in connection with which it has a bona fide intent to use the Marks and all goodwill associated therewith.

3) Vivid Video agrees not to adopt or use any mark or name which: (i) is the same as or confusingly similar to the Marks, except as authorized under a valid license agreement, or (ii) tends to dilute the distinctiveness of the Marks.

4) Vivid Video also hereby sells, assigns, transfers and sets over unto Vivid Entertainment, all claims for damages by reason of past infringement of the Marks, the rights to sue for, collect and keep the same for its own use and enjoyment, and the use and enjoyment of its successors, assigns or other legal representatives.

5) Vivid Video authorizes the United States Commissioner of Trademarks to record the Marks and title thereto as the property of Vivid Entertainment, its successors, legal representatives and assigns in accordance with the terms of this instrument.

6) Vivid Video agrees not to initiate or support any Oppositions to or Petitions to Cancel or otherwise attack the validity of the Marks.

7) Vivid Video agrees to promptly furnish to Vivid Entertainment all documents related to Vivid Video's use and ownership of the Marks, and to execute such further document(s) as may be required to record Vivid Entertainment as the owner of the Marks herein assigned.

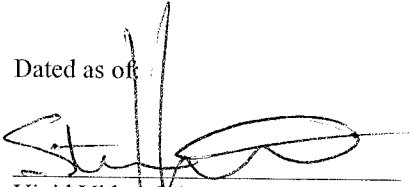
8) Vivid Video agrees to cooperate with Vivid Entertainment in any legal action that Vivid Entertainment may take regarding the rights in and to the Marks.

9) Vivid Video represents and warrants that:

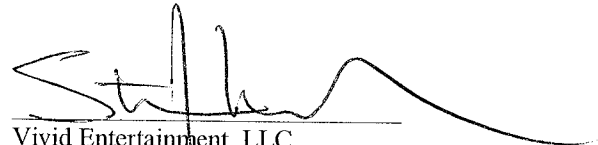
- a) it has the unqualified right and power to enter into this Agreement and perform its terms;
- b) to the best of Vivid Video's knowledge, information and belief, the Marks are not used by others in connection with the goods and services for which Vivid Video intends to use the Marks; and

c) to the best of Vivid Video's knowledge, information and belief, no court of competent jurisdiction, nor any governmental authority, has held, decided or rendered judgment that would in whole or in part limit, cancel or question the validity, registrability or enforceability of any of the Marks as intended to be used.

Dated as of:



Vivid Video, Inc.  
By: Mr. Steven Hirsch, President.



Vivid Entertainment, LLC  
by: Mr. Steven Hirsch, Co-Manager

**VIVID ENTERTAINMENT, LLC**  
Assignment of Trademarks

REGISTERED MARKS	Registration No.	Registration Date
1. VIVID	3184535	12/12/2006
2. VIVID GIRL	3149671	09/26/2006
3. VIVID	3149669	09/26/2006
4. VIVID	3136808	08/29/2006
5. VIVID GIRL	3107212	06/20/2006
6. VIVID	3102015	06/06/2006
7. VIVID GIRL	3084575	04/25/2006
8. VIVID	3081816	04/18/2006
9. VIVID	3069383	03/14/2006
10. VIVID	3059648	02/14/2006
11. VIVID GIRLS	2909731	12/14/2004
12. VIVID GIRL	2909730	12/14/2004
13. SAVANNA SAMSON	2894500	10/19/2004
14. VIVID VIDEO	2677774	01/21/2003
15. VIVID VIDEO	2677773	01/21/2003
16. VIVID TV	2658514	12/10/2002
17. WAVE VIDEO	2567907	05/07/2002
18. VIVID	2509991	11/20/2001
19. VIVID	2475741	08/07/2001
20. VIVID	2452336	05/22/2001
21. VIVID	2415035	12/26/2000
22. VIVID MAGAZINE (stylized)	1877594	02/07/1995
23. VIVID VIDEO	1538539	05/09/1989
24. VIVID GIRL	3262060	07/10/2007
<u>"Use" Application Marks</u>	<u>Serial No.</u>	<u>Date of Application</u>
25. VIVID GIRL	78478140	09/02/2004
26. VIVID GIRL	78479502	09/07/2004
<u>"ITU" Application Marks</u>		
27. VIVID GIRL	78478025	09/02/2004