P \$40.00 3624665

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
Richard A. Reingold		09/18/2009	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Pilgrim Films and Television, Inc.	
Street Address:	4730 Woodman Ave. Suite 300	
City:	Sherman Oaks	
State/Country:	CALIFORNIA	
Postal Code:	91423	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number: 3624665		BECAUSE SOMEBODY S GOTTA DO IT

CORRESPONDENCE DATA

Fax Number: (818)728-8640

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (818) 728-8658

Email: gretchens@pilgrimfilms.tv

Correspondent Name: Gretchen Stockdale

Address Line 1: 4730 Woodman Ave. Suite 300

Address Line 4: Sherman Oaks, CALIFORNIA 91423

ATTORNEY DOCKET NUMBER:	BECAUSE SOMEBODY'S GOTTA
NAME OF SUBMITTER:	Gretchen Stockdale
Signature:	/gds/
Date:	10/22/2009

TRADEMARK REEL: 004083 FRAME: 0456

900145998

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made effective this 18th day of September 2009 by and between Richard A. Reingold, an individual (the "Assignor") and Pilgrim Films and Television, Inc., a California corporation ("Pilgrim"). The Assignor and Pilgrim may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, the Assignor has registered the word mark "BECAUSE SOMEBODY'S GOTTA DO IT", USPTO registration number 3624665 (the "Mark") as further described in Exhibit A, attached hereto and incorporated by reference herein;

WHEREAS, the Assignor desires and intends to convey, transfer, assign, deliver, and contribute to Pilgrim all of his right, title, and interest in and to the Mark, including the good will associated with the Mark; and

WHEREAS, Pilgrim desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Mark; and

WHEREAS, each Party is duly authorized and capable of entering into the Assignment.

NOW, THEREFORE, in consideration of the amount of Forty-Five Hundred Dollars (U.S.\$4,500), payable by wire transfer to Reingold Media, LLC upon execution by the Assignor of the Assignment, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to Pilgrim all of his right, title, and interest of whatever kind in and to the Mark (including, without limitation, the right to renew any registrations in the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from the Mark), together with (1) the goodwill connected with and symbolized by the Mark, (2) any and all income and/or damages hereafter due or payable to him with respect to the Mark, including, without limitation, damages, and payments for past or future infringements and misappropriations of the Mark, and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

The Assignor represents and warrants that he has not previously sold or transferred the Mark to any third party and does not know of any permission that has to be obtained in order for the Assignment to be completed.

The Assignor further covenants that he will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Pilgrim full right, title, and interest in and to the Mark. The assignment and transfer of the Mark shall be effective as of the date first above written. As of that date, the Assignor will cease use of the Mark and will not challenge Pilgrim's use of the Mark. It shall be the

responsibility of Pilgrim to effectuate any recordation of Pilgrim as the proprietor of the Mark with the United States Patent and Trademark Office.

This Assignment may be executed in any number of copies by the Parties in several counterparts, and when each Party has signed and delivered at least one such counterpart to the other Party, each counterpart will be deemed an original and when taken together will constitute one and the same agreement, which will be binding and effective as to the Parties. A facsimile or photocopy signature shall constitute an original signature.

The execution, validity, interpretation and performance of, or the resolution of disputes under this Assignment, shall be governed by the laws of the State of California.

AGREED AND ACCEPTED

PILGRIM FILMS AND TELEVISION, INC.

UCHARD A. REINGOLI

By:

Title:

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EXHIBIT A

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TRADEMARK REGISTRATION

Registration Registration

Number

Date

Trademark or Service Mark Classes/Basis

Country

3624665 May 19, 2009 Because Somebody's Gotta Do It 041 active/1(a)

United

States

# **VERIFICATION URL:**

http://tarr.uspto.gov/tarr?regser=registration&entry=3624665&action=Request+Status

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**RECORDED: 10/22/2009** 

Trademark Assignment Agreement