

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
	Media Products, Inc.		04/01/2013
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Giant Media Group, Inc.		
Street Address:	9145 Owensmouth Ave.		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	77033847	DEVIL'S FILM
CORRESPONDENCE DATA			
Fax Number:	8189814618		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	jsedivy@gershderbylaw.com		
Correspondent Name:	James Sedivy		
Address Line 1:	15821 Ventura Blvd., #515		
Address Line 4:	Encino, CALIFORNIA 91436		
ATTORNEY DOCKET NUMBER:	DEVIL'S FILM		
NAME OF SUBMITTER:	James Sedivy		
Signature:	/James Sedivy/		
Date:	05/29/2013		
Total Attachments: 3 source=Assignment_001#page1.tif source=Assignment_001#page2.tif source=Assignment_001#page3.tif			

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of April 1, 2013 by and between Giant Media Group, Inc., a California corporation ("Buyer"), and Media Products, Inc., a California corporation ("Seller"). Buyer and Seller may collectively be referred to hereinafter as "Parties" or individually a "Party".

RECITALS

A. Seller owns certain assets which it uses in the conduct of its business of adult entertainment videos products (the "Business").

B. Seller desires to sell, and Buyer desires to purchase, such assets in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

ARTICLE 1

SALE AND PURCHASE OF ASSETS

1.1 Sale and Purchase of Assets. Subject to the terms and conditions set forth in this Agreement, on the Closing Date (as hereinafter defined), Seller hereby agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer hereby agrees to purchase from Seller, the following:

(a) all of Seller's right title and interest in and to the assets set forth on **Schedule 1** (which Schedule shall be updated through the Closing Date), including, but not limited to, all intellectual property, copyrights, derivative works, all masters for all titles being transferred, and good-will in, and associated with, Seller's business, all trademarks, service marks, all trade names and copyrights, all Video-On-Demand agreements and existing orders, all contracted rights with third parties, and all labels, pre-paid expenses and work-in-progress.

(b) all of Seller's furniture, fixtures, equipment (collectively, the "FFE"), computers, DVD making equipment, and other personal property used in connection with the business of Seller including, but not limited to, those set forth on **Schedule 2**.

(c) all inventory that is on hand at time of Closing (the "Inventory"). A list of inventory existing as of April 1, 2013 will be set forth on **Schedule 3**;

(d) any customer lists, files and customer account records used by Seller in

[DOCUMENT REDACTED]

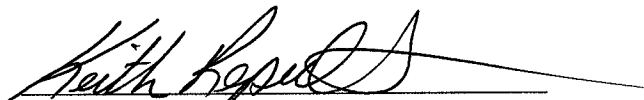
IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Agreement as of the date first above written.

GIANT MEDIA GROUP, INC.
a California corporation



By: _____
Nick Orlandino, President

MEDIA PRODUCTS, INC.
a California corporation



By: _____
Keith Repult, President