

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gretchen Nix		10/31/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Mod Corp		
<b>Doing Business As:</b>	DBA Modmix		
<b>Street Address:</b>	704 1/2 Westbourne Drive		
<b>City:</b>	West Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90069		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3234838	MODMIX	
<b>Serial Number:</b>	77110821	MODMIX	
<b>Serial Number:</b>	77105442	MODMIX	
<b>Serial Number:</b>	77105250	MODMIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)956-3106		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	310.315.8206		
<b>Email:</b>	snakasone@mcguirewoods.com		
<b>Correspondent Name:</b>	Steve Nakasone		
<b>Address Line 1:</b>	1800 Century Park East		
<b>Address Line 2:</b>	Suite 8		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Steve Nakasone		

OP \$115.00 3234838

Signature:	/Steve Nakasone/
Date:	11/05/2007
<b>Total Attachments: 4</b> source=International Mod Corp Assignment#page1.tif source=International Mod Corp Assignment#page2.tif source=International Mod Corp Assignment#page3.tif source=International Mod Corp Assignment#page4.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated for identification purposes only as of October 31, 2007, is made by Gretchen Nix, an individual ("Assignor"), in favor of International Mod Corp, a California Corporation, (the "Corporation"), with regard to the following:

A. Assignor is the principal founder of the Corporation and of the Corporation's predecessor in interest, Calliope Road, LLC, a California limited liability company (the "Predecessor Entity").

B. The Predecessor Entity was converted into the Corporation by the filing of Articles of Incorporation (including a statement of conversion) for the Corporation on September 14, 2006.

C. As a result of the filing of such Articles of Incorporation, the Corporation succeeded to all rights, properties and benefits of the Predecessor Entity.

D. In consideration of the issuance of equity to Assignor in the Predecessor Entity, and the shares of stock issued to Assignor in exchange for her equity in the Predecessor Entity, Assignor agreed to assign to the Corporation all trademarks, trademark applications, patents, patent applications and other intellectual property owned by Assignor relating to the business of the Predecessor Entity or the Corporation, and Assignor is entering into this Assignment for such purpose.

Accordingly, for the benefit of the Corporation and its successors and assigns, Assignor agrees as follows:

### **I. Assignment of All Inventions and Intellectual Property.**

**1.1 Assignment.** Assignor hereby irrevocably and unconditionally sells, assigns, conveys, transfers and delivers to the Corporation, and its successors and assigns, all of Assignor's right, title and interest in and to the following:

**1.1.1** all trademarks and service marks shown on Schedule 1 attached to this Assignment (the "**Trademarks**"), including the right to sue for any and all past infringements of the Trademarks and to receive any and all damages awarded as a result of any such claim, and the applications to register trademarks made with the United States Patent and Trademark Office shown on Schedule 1 attached to this Assignment;

**1.1.2** all patents and patent applications made with the United States Patent and Trademark Office shown on Schedule 1 attached to this Assignment;

**1.1.3** all of Assignor's common law and other rights in any other pending applications and registrations for the Trademarks;

1.1.4 every other invention, discovery, formula, recipe, innovation, creation, improvement, work product, design (including machines, processes, articles of manufacture, compositions of matter, concepts, computer programs, business methods, and any new or useful improvements of any of the foregoing), original work of authorship, trademark or service mark, or refinements or improvements of any of the foregoing, that Assignor has at any time conceived, developed, modified, worked on or reduced to practice, either alone or together with others, since the date the Predecessor Entity was formed that in any way relates to the Corporation or the Predecessor Entity or the business of the Corporation or the Predecessor Entity, whether or not while using the Corporation's or the Predecessor Entity's time, personnel, facilities or materials; and

1.1.5 all goodwill associated with any of the foregoing.

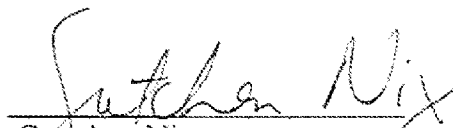
1.2 Exclusions. California Labor Section 2870 allows an employee to own any invention with respect to which such employee can prove (1) was developed entirely on the employee's own time; (2) was developed without the use of any equipment, supplies, facilities or trade secret information of the Corporation; (3) does not relate to the Corporation's business or the actual or demonstrably anticipated research or development of the Corporation; and (4) does not result from any work performed by the employee for the Corporation. Any inventions covered by California Labor Code Section 2870 shall not apply to the assignment made under Section 1.1.

1.3 No Prior Assignment. Assignor represents and warrants that, except as provided in this Agreement, she has not transferred or conveyed to any third party any right, title or interest in any of the items identified in Sections 1.1.1 through 1.1.5.

2. Successors and Assigns. The terms and provisions of this Assignment shall be binding upon Assignor and her successors and assigns, and shall inure to the benefit of the Corporation and its successors and assigns.

3. Governing Law. This Assignment shall be governed by and construed and enforced in accordance the laws of the State of California without regard to conflicts of law principles.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the first date set forth above.

  
Gretchen Nix

SCHEDULE 1

Trademarks and Applications

1. MODMIX  
U.S. Trademark Registration Number: 3,234,838  
Date of Registration: April 24, 2007

MODMIX

2. MODMIX  
U.S. Trademark Serial Number: 77110821  
Application published for opposition August 14, 2007

modmix

3. MODMIX  
U.S. Trademark Serial Number: 77105442  
Application published for opposition August 14, 2007

 modmix

4. MODMIX  
U.S. Trademark Serial Number: 77105250  
Application published for opposition August 14, 2007

