

**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> |
| FX Studios, Inc.                 |  | 10/01/2007            | CORPORATION:       |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                    |
| <b>Name:</b>                     | FX Studios, LLC  |                       |                    |
| <b>Street Address:</b>           | 11270 Pepper Road  |                       |                    |
| <b>City:</b>                     | Hunt Valley  |                       |                    |
| <b>State/Country:</b>            | MARYLAND   |                       |                    |
| <b>Postal Code:</b>              | 21031  |                       |                    |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY:   |                       |                    |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |                    |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                    |
| Registration Number:             | 3320664  | FX STUDIOS            |                    |
| Registration Number:             | 3173773  | FX                    |                    |
| Registration Number:             | 3192454  | EXPERIENCE IT         |                    |
| Serial Number:                   | 78762501   | LIFETIME EFEXCTS      |                    |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                    |
| <b>Fax Number:</b>               | (410)539-7524  |                       |                    |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                    |
| <b>Phone:</b>                    | 4432789512   |                       |                    |
| <b>Email:</b>                    | aopiola@bladesandrosenfeld.com   |                       |                    |
| <b>Correspondent Name:</b>       | Andrew J. Opiola   |                       |                    |
| <b>Address Line 1:</b>           | 20 S. Charles St., Suite 1200  |                       |                    |
| <b>Address Line 4:</b>           | Baltimore, MARYLAND 21201  |                       |                    |
| <b>NAME OF SUBMITTER:</b>        | Andrew J. Opiola   |                       |                    |
| <b>Signature:</b>                | /Andrew J. Opiola/   |                       |                    |

OP \$115.00 3320664

Date:

01/14/2008

**Total Attachments: 3**

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## ASSIGNMENT OF SERVICE MARKS AND APPLICATIONS

THIS ASSIGNMENT OF SERVICE MARKS AND APPLICATIONS (this "Assignment") is made as of the 1st day of October, 2007, by FX STUDIOS, INC. a Maryland corporation ("Assignor"), and FX STUDIOS, LLC, a Maryland limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 1, 2007, by and between Assignor and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, in accordance with the Asset Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's service marks and applications therefor, including, without limitation, the service marks and/or application(s) therefor listed on Exhibit A attached hereto and hereby made a part hereof, and the goodwill symbolized thereby (the "Assignor's Marks");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to the Assignor's Marks including, without limitation, the service marks and/or applications therefor listed on Exhibit A attached hereto, any and all related goodwill and all rights to sue for any past infringement thereof and the right to collect and retain any proceeds therefrom, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Assignor expressly agrees to obtain, execute, acknowledge and deliver such documents and other instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of Assignor's worldwide right, title and interest in and to the Assignor's Marks.

3. Except to the extent that federal law preempts state law with respect to matters of trademark law covered hereby, this Assignment shall be governed by and construed in accordance with the

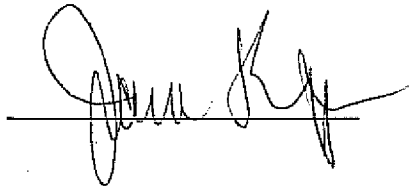
TRADEMARK

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laws of the State of Maryland without regard to the principles of conflicts of laws.

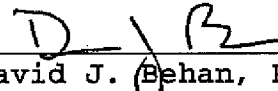
IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assignment, under seal, on the day and year first above written.

ATTEST/WITNESS:



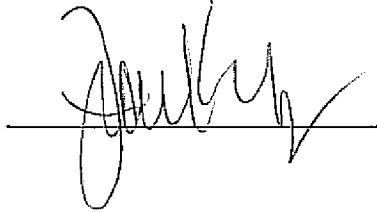
ASSIGNOR:

FX STUDIOS, INC.

By:  (SEAL)  
David J. Behan, President

ASSIGNEE:

FX STUDIOS, LLC



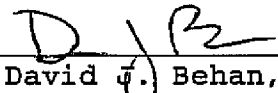

By:  (SEAL)  
David J. Behan, Manager

EXHIBIT A  
SERVICE MARKS

| <i>Mark</i>  | <i>Serial Number</i> | <i>Application Date</i> |
|--|----------------------|-------------------------|
| <br>(Word mark: FX) | 78765670             | December 2, 2005        |
| lifetime eFXects   | 78762501             | November 29, 2005       |
| FX STUDIOS   | 78755746             | November 17, 2005       |
| EXPERIENCE IT  | 78753369             | November 14, 2005       |

AJO:AGR:FX STUDIOS:ASSIGNMENT OF SERVICE MARKS