

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
Metro-Goldwyn-Mayer Studios Inc		09/30/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Cre8tive License Ltd		
Doing Business As:	Crank2		
Street Address:	411 Westwood Avenue		
City:	Staten Island		
State/Country:	NEW YORK		
Postal Code:	10314		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78098680	PERSONALIBEES	
CORRESPONDENCE DATA			
Fax Number:	(718)732-2744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7189820149		
Email:	crank2ltd@aol.com		
Correspondent Name:	Susan Maillis		
Address Line 1:	411 Westwood Avenue		
Address Line 4:	Staten Island, NEW YORK 10314		
NAME OF SUBMITTER:	Susan Maillis		
Signature:	/susan maillis/		
Date:	01/06/2005		

Total Attachments: 1

900017653

**TRADEMARK
 REEL: 003015 FRAME: 0138**

OP \$40.00 78098680

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:


That for good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned **MGM Consumer Products**, a division of **Metro-Goldwyn-Mayer Home Entertainment LLC**, a wholly-owned subsidiary of **Metro-Goldwyn-Mayer Studios Inc.**, a Delaware corporation ("MGM"), hereby sells, grants, assigns, conveys, transfers and sets over unto **Cre8tive License Limited d/b/a Crank2** ("Crank2"), its representatives, successors, and assigns forever, all licensing, merchandising, publishing, interactive game, trademark, promotional and certain other rights, throughout the universe in perpetuity, in and to that certain property entitled **PERSONALIBEES** (the "Property"), including all elements therein, all present adaptations and versions thereof, the themes, title and characters therein, and in and to the copyright thereof and all renewals and extensions of such copyright.

Notwithstanding this Assignment, MGM and Crank2 agree that with respect to the outstanding License Agreement between Coral Stone and MGM dated as of August 8, 2003 with respect to the Property, MGM shall continue to collect its commissions and serve as agent for Crank2 pursuant to the Purchase Agreement between MGM and Crank2 dated as of June 26, 2002.

This Assignment is effective as of September 30, 2004.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the 30th day of September, 2004.

MGM CONSUMER PRODUCTS

By: 
Travis Rutherford
Senior Vice President

CRE8TIVE LICENSE LTD. D/B/A CRANK2

By:  Robert Reed

Its: 