

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/14/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blockbuster Inc.		01/14/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	ELBO Inc.
Street Address:	625 Westport Parkway
City:	Grapevine
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2485098	RHINO VIDEO GAMES
Registration Number:	3122825	

CORRESPONDENCE DATA

Fax Number: (212)261-9864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-541-2064
 Email: nyuspto@bryancave.com
 Correspondent Name: Todd Braverman, Esq.
 Address Line 1: 1290 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0164008
NAME OF SUBMITTER:	Todd Braverman
Signature:	/tjbraverman/

CH \$65.00 2485098

Date:

02/09/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into to be effective as of January 14, 2007, by and among Blockbuster Inc., a Texas corporation ("Assignor"), and ELBO, Inc., a Delaware corporation having a place of business at 625 Westport Parkway, Grapevine, Texas 76051 ("Assignee").

WHEREAS, Assignor is the owner of record of the below listed registrations (hereinafter referred to as the "Marks"):

MARK	SERIAL/REGISTRATION NO.
RHINO VIDEO GAMES & DESIGN	2,485,098
Rhino Design	3,122,825

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee hereby accepts, all right, title, and interest in and to the Marks, throughout the world, all foreign and domestic registrations of the Marks, and any applications to register the Marks, together with the good will of the business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to cooperate with Assignee and follow Assignee's and/or any Registrar's instruction in order to transfer the Marks to Assignee in a timely manner.

ASSIGNOR:

BLOCKBUSTER INC.

By: _____

Name: Larry J. Zine

Title: Executive Vice President, Chief
Financial Officer and Chief
Administrative Officer

Date: 1/14/07

ASSIGNEE:

ELBO, INC.

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNOR:

BLOCKBUSTER INC.

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

ELBO, INC.

By: Tony Bartel

Name: TONY BARTEL

Title: SUP-FINANCE

Date: _____

Dallas 1203910v.1