

SHORT FORM COPYRIGHT ASSIGNMENT

This Short Form Copyright Assignment is subject to all the terms and conditions of that certain Asset Purchase Agreement between FSB Acquisition Company, LLC ("Buyer") and Warren J. Martin ("Seller") of even date herewith (the "Agreement"). In the event of a conflict between this short form copyright assignment and the Agreement, the terms of the Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns, grants, transfers, conveys, and sells to Buyer all of Seller's right, title and interest of every kind and nature throughout the universe in perpetuity in and to the copyrights owned by, registered to or assigned to Seller, including without limitation those copyrights set forth on Schedule A attached hereto and incorporated herein by this reference;

Seller's foregoing assignment, grant, transfer, sale and conveyance of its rights under copyright shall include, without limitation, all copyrights, all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights; and to settle and retain proceeds from any such actions).

IN WITNESS WHEREOF, Seller has executed this short form copyright assignment on July __, 2005.

WARREN J. MARTIN

SHORT FORM TRADEMARK ASSIGNMENT

This Short Form Trademark Assignment is subject to all the terms and conditions of that certain Asset Purchase Agreement between FSB Acquisition Company, LLC ("Buyer") and Warren J. Martin ("Seller") of even date herewith (the "Agreement"). In the event of a conflict between this short form trademark assignment and the Agreement, the terms of the Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns, grants, transfers, sells and conveys to Buyer all of Seller's right, title and interest of every kind and nature throughout the world in perpetuity in and to all of the trademarks, service marks, and other designations of origin owned by, registered to, or assigned to Seller including without limitation those marks set forth on Schedule A attached hereto and incorporated herein by this reference.

Seller's assignment, grant, transfer, sale and conveyance of all of its rights in and to the trademarks shall include, without limitation, all rights that may now or hereafter be vested, together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the trademarks; and to settle and retain proceeds from any such actions). By way of the Agreement, Buyer is the successor to Seller's business operations and assets, including all portions of the business sold thereunder to which the assigned trademarks, service marks, and other designations of origin pertain and relate.

IN WITNESS WHEREOF, Seller has executed this short form trademark assignment on July __, 2005.

WARREN J. MARTIN