

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
Mr. Peter T. Stearns		09/25/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Anthony Arria and Gabriel MarQuez Partnership		
Composed Of:	COMPOSED OF Anthony Arria and Gabriel MarQuez		
Street Address:	48 Vista Del Mar		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93109		
Entity Type:	PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78166088	805	
Serial Number:	78285231	805	
Serial Number:	78223822	EIGHTZEROFIVE	
CORRESPONDENCE DATA			
Fax Number:	(805)564-8262		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	805-965-4400		
Email:	Kurt@incip.com		
Correspondent Name:	Kurt Koenig		
Address Line 1:	226 E. Canon Perdido St., Suite M		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
NAME OF SUBMITTER:	Kurt Koenig		
Signature:	/Kurt Koenig/		

OP \$90.00 78166088

Date:

10/03/2007

Total Attachments: 2

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of **September 25, 2007** ("Effective Date") by and among **PETER T. STEARNS**, an individual with an address of 1187 Coast Village Road, Suite 1-538, Santa Barbara, CA, 93108 USA ("Assignor") and **ANTHONY ARRIA & GABRIEL MARQUEZ**, a California Partnership with an address of 48 Vista Del Mar, Santa Barbara, CA 93109 USA ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A ("Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("Goods and Services"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks in perpetuity, together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) the right to renew any trademark application or registration related to the Marks.

2. Assignor hereby authorizes all appropriate empowered officials in relevant jurisdictions related to the Marks to transfer all registrations and applications for the Marks to Assignee as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee all registrations which may issue with respect to any pending applications included in the Marks.

3. Assignor hereby agrees to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Marks to Assignee. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

EXECUTED at Santa Barbara, California as of the Effective Date.

PETER T. STEARNS

By: 
Peter T. Stearns, individually

ANTHONY ARRIA

By: 
Anthony Arria

GABRIEL MARQUEZ

By: 
Gabriel Marquez

EXHIBIT A

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
805 & Design	78166088	2895149
805	78285231	3102926
EIGHTZEROFIVE	78223822	2846873