

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
Santa Barbara Bank & Trust		12/04/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Frederick Faust Trust		
Street Address:	433 Pimiento Lane		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93108		
Entity Type:	TRUST: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2653048	MAX BRAND	
CORRESPONDENCE DATA			
Fax Number:	(805)966-3320		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	805-966-2440		
Email:	npatterson@rppmh.com		
Correspondent Name:	Nancy Patterson		
Address Line 1:	1421 State Street, Suite B		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
ATTORNEY DOCKET NUMBER:	MAX BRAND TM ASSIGNMENT		
NAME OF SUBMITTER:	Bruce W. McRoy		
Signature:	/Bruce W. McRoy/		
Date:	12/05/2007		

OP \$40.00 2653048

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

Assignor: Trustee of the Dorothy Faust Trust U/T/A June 4, 1951
Santa Barbara Bank & Trust, A California corporation
1021 Anacapa Street
Santa Barbara, CA 93101

Assignee: The Frederick Faust Trust
Joan Easton Lentz and Ellen Easton – Co-Trustees
433 Pimiento Lane
Santa Barbara, CA 93108

Trademarks: Max Brand
Registration No. 2653048

1. **ASSIGNMENT.** Assignor hereby grants and assigns to Assignee, its successors and assigns, free and clear of all liens, charges, encumbrances and restrictions, all of Assignor's worldwide right, title and interest in and to the above described Trademark, together with all goodwill associated therewith. All of the foregoing are hereinafter collectively referred to as the "Trademarks".

2. **REPRESENTATIONS.** Assignor hereby represents and warrants to Assignee as follows.

- (a) Assignor owns good and marketable title to all of the Trademarks free and clear of all liens, charges, claims, security agreements, equities, options, pledges and encumbrances whatsoever.
- (b) Assignor has full right, power and authority to enter into this Assignment and to sell and assign all of the Trademarks free and clear of all liens, charges, claims, security agreements, equities, options, pledges and encumbrances whatsoever.
- (c) Pursuant to this Assignment, Assignee will acquire good and marketable title to all of the Trademarks, free and clear of all liens, charges, claims, security agreements, equities, options, pledges, and encumbrances whatsoever.
- (d) This Assignment constitutes the valid and legally binding obligation of Assignor and is enforceable against Assignor in accordance with its terms;
- (e) Assignor has neither transferred or assigned nor agreed to transfer or assign any or all of Assignor's right, title or interest in or to any or all of the Trademarks the Invention to any other individual or entity.

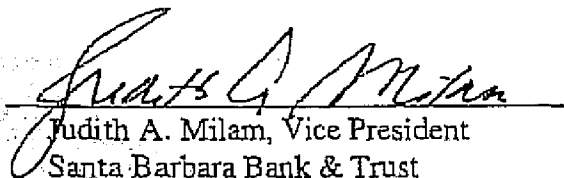
3. **FURTHER ACTS.** Assignor shall provide reasonable assistance to Assignee (at Assignee's expense) in doing all things necessary (including signing all necessary documents) to obtain registrations on any or all of the Trademarks anywhere in the world and to perform such lawful

acts (including signing all necessary documents) as Assignee may reasonably request to effectuate fully this Assignment.

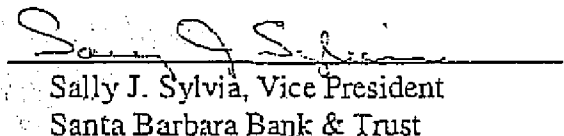
4. **GOVERNING LAW.** The validity, construction, and performance of this Assignment is governed by the laws of the State of California applicable to contracts made and to be fully performed in the State of California.

Dorothy Faust Trust U/T/A June 4, 1951,
By: Santa Barbara Bank & Trust, a California
Corporation as Trustee

By:


Judith A. Milam, Vice President
Santa Barbara Bank & Trust

By:


Sally J. Sylvia, Vice President
Santa Barbara Bank & Trust