

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
Glenn Ralph Callahan		10/08/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Pebble Beach Company		
Composed Of:	COMPOSED OF Cypress I LLC and Cypress II LLC, both Delaware limited liability companies		
Street Address:	2700 17-Mile Drive		
City:	Pebble Beach		
State/Country:	CALIFORNIA		
Postal Code:	93953		
Entity Type:	PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3170216	PEBBLE BEACH BANCORP	
Registration Number:	3152322	PEBBLE BEACH FESTIVALS	
Registration Number:	3295941	PEBBLE BEACH FINANCIAL	
Registration Number:	3172626	PEBBLE BEACH HOMES	
CORRESPONDENCE DATA			
Fax Number:	(202)756-8087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-756-8295		
Email:	rkim@mwe.com		
Correspondent Name:	Richard Y. Kim - McDermott Will & Emery		
Address Line 1:	600 Thirteenth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	70166-326		

CH \$115.00 3170216

NAME OF SUBMITTER:	Richard Y. Kim
Signature:	/Richard Y. Kim/
Date:	11/05/2008
Total Attachments: 6 source=Callahan-PebbleBeach#page1.tif source=Callahan-PebbleBeach#page2.tif source=Callahan-PebbleBeach#page3.tif source=Callahan-PebbleBeach#page4.tif source=Callahan-PebbleBeach#page5.tif source=Callahan-PebbleBeach#page6.tif	

EXHIBIT A

TRADEMARK ASSIGNMENT AND DOMAIN NAME ASSIGNMENT

This TRADEMARK ASSIGNMENT AND DOMAIN NAME ASSIGNMENT AGREEMENT ("*Agreement*"), dated October 8, 2008, is entered into by and between **Glenn Ralph Callahan**, an individual and citizen of the United States ("*Assignor*"), with a mailing address at 601 University Ave., Suite 278, Sacramento, California 95825 and **Pebble Beach Company**, a California partnership ("*Assignee*"), with a principal place of business at 2700 17-Mile Drive, Pebble Beach, California 93953, each individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of the common law trademarks, registered trademarks, applications to register trademarks, and other registrations or applications related to the trademarks listed on Schedule 1, attached hereto (the "*Assigned Marks*") and the domain names listed on Schedule 2, attached hereto (the "*Domain Names*").

WHEREAS, Assignor wishes to transfer, assign and convey to Assignee, and Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith and the Domain Names.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the sum of ten dollars (\$10.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment of Marks. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Assignment and Transfer of Domain Names. Assignor shall and does hereby release, assign and transfer to Assignee all right, title and interest throughout the world in and to the Domain Names, in any registration thereof, including any right to renew such registration, in any trademark or service mark rights in or to the Domain Names, in the goodwill represented by or connected with the Domain Names, and in any claims for infringement of any of the aforesaid rights, with full title guarantee to Assignee. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents and perform such actions as may be necessary or desirable to perfect and record Assignee's ownership of the Domain Names and the registrations therefore. To that end, and without limiting the generality of the foregoing:

- 2.1 Immediately upon execution of this Agreement, Assignor shall (i) delete the domain name server information for the Domain Names, so that the Domain Names will not resolve to any website; (ii) unlock the Domain Names so that it can be transferred; (iii) provide Assignee with the authorization code for the Domain Names; and (iv) change all the contacts in the registration record for the Domain Names to the following:

Mr. Alan Fujii
Pebble Beach Company
4005 Sunridge Road
Pebble Beach, CA 93953
USA
Phone: 831-622-8661
Email: webmaster@pebblebeach.com

- 2.2 Immediately upon the execution of this Agreement, Assignor shall provide to Assignee the account information for the Domain Names, including the user name(s), password(s) and any and all information required by Assignee to access the Domain Names' accounts. Subsequent to the provision of this information, Assignor shall not further change, amend or replace the Domain Names' account access information or otherwise interfere with Assignee's ability to access the Domain Name accounts.
- 2.3 If requested to consent in any form or manner by the Domain Name registrar to the transfer of the Domain Names to Assignee's account, Assignor shall promptly grant consent; if given the opportunity to object in any form or manner to the transfer, Assignor shall not do so.
- 2.4 Assignor shall not: (i) alter the registration information or Domain Name server once it has been changed in accordance with Section 2.1 above; (ii) lock the Domain Names; (iii) transfer or attempt to transfer the Domain Names to another registrar or account (except to facilitate the transfer to Assignee as outlined in this Section 2); or (iv) take any other action that would interfere with the transfer of the Domain Names to Assignee's ownership and control.

Section 3. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 4. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks and the Domain Names.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

Section 7. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly respective officers as of the date first written above.

Glenn Ralph Callahan

By: [Signature]

STATE OF California)
) ss.
COUNTY OF Tulare)

On this 17th day of October, 2008 before me personally appeared Glenn Ralph Callahan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}

Notary Public Rebekah Locklear



Pebble Beach Company

By: Mark Stilwell
Name: MARK STILWELL
Title: EVP & GENERAL COUNSEL

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2008 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}

Notary Public _____



SCHEDULE 1

Mark	Jurisdiction	Class	Reg. No.	Reg. Date
PEBBLE BEACH BANCORP	U.S.	36	3,170,216	November 7, 2006
PEBBLE BEACH FESTIVALS	U.S.	41	3,152,322	October 3, 2006
PEBBLE BEACH FINANCIAL	U.S.	36	3,295,941	September 18, 2007
PEBBLE BEACH HOMES	U.S.	36	3,172,626	November 14, 2006
PEBBLE BEACH BANCORP	WIPO, with extensions into China, Germany, France	36	960905	April 17, 2008

Corporate Names

Name
Pebble Beach Financial, Inc.
Pebble Beach Bancorp
Pebble Beach Festivals, Inc.
Pebble Beach Home Loans, Inc.
Pebble Beach Home Sales, Inc.

SCHEDULE 2

www.pebblebeachfilmfestival.com
www.pebblebeachmusicfestival.com
www.pebblebeachfestivals.com
www.pebblebeachfinancial.com
www.pebblebeachbancorp.com