

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Lomar, Inc.		02/11/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Marci Palatella		
Street Address:	1199 Howard Avenue, #350		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	Individual: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2183387	CAMPEON	
Registration Number:	3176241	CAMPEÓN	
CORRESPONDENCE DATA			
Fax Number:	(415)541-9366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Barbara L. Friedman, Hanson Bridgett LLP		
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Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	27251.1 - ALLIED LOMAR		
NAME OF SUBMITTER:	Mary Dougherty		
Signature:	/Mary Dougherty/		
Date:	02/16/2010		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement"), effective as of December 1, 2006, is made by and between Allied Lomar, Inc., a California corporation having its principal place of business at 1199 Howard Avenue #350, Burlingame, California 94010 ("ALI") and Marci Palatella, a United States citizen ("Palatella").

WHEREAS, ALI is using and owns all right, title, and interest in and to the trademarks CAMPEON and CAMPEON & Design ("the Marks"), which are registered in the United States Patent and Trademark Office ("PTO"), as follows:

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>International Classification</u>	<u>Goods</u>
2,183,387	August 25, 1998	Class 33	Tequila
3,176,241	November 28, 2006	Class 33	Distilled spirits

WHEREAS, Palatella desires to acquire all rights that ALI owns in the Marks, along with the United States registrations therefor, and to license back to ALI the exclusive worldwide right to use the Marks in connection with the goods listed in the trademark registrations listed above (the "Licensed Goods").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the mutual promises set forth below, Palatella and ALI agree as follows:

1. **ASSIGNMENT.** ALI hereby assigns to Palatella subject to the terms of this Agreement, all right, title, and interest, including without limitation all common law rights, in and to the Marks, including all common law rights in the United States and in all other countries and jurisdictions of the world, together with the registrations for the Marks set forth above and the goodwill of the business symbolized by the Marks.
2. **LICENSE.** Palatella hereby grants to ALI a perpetual, exclusive, worldwide, royalty-free, license to use the Marks in connection with the Licensed Goods, and ALI accepts this license, subject to the terms and conditions of this Agreement. Palatella agrees to license additional reasonable uses of the Marks to ALI in the future, upon ALI's request and upon such terms as the parties deem fair and reasonable.
3. **MAINTENANCE OF TRADEMARK REGISTRATIONS.** Palatella agrees to use best efforts to maintain the Marks in good standing in the United States and in any other jurisdictions where the Marks are accepted for registration. ALI agrees to pay for all attorneys' fees and costs incurred after the effective date of this Agreement for registering the Marks and maintaining such registrations.
4. **QUALITY CONTROL.** ALI shall at all times continue to observe the same standards of quality it has been observing prior to the effective date of this Agreement in the provision of the Licensed Goods, and agrees to comply with reasonable

quality standards that may be communicated to it by Palatella from time to time. ALI further agrees to provide samples of its use of the Marks to Palatella upon her request.

5. PROTECTION AGAINST INFRINGEMENT. Palatella and ALI agree to notify each other immediately of any suspected or actual infringement of the Marks, and agree to cooperate with each other to facilitate any action that may be necessary to protect the Marks in connection with such infringement.

6. ASSIGNMENTS AND SUBLICENCES. This Agreement is not assignable by either party, except to a successor in interest, without the prior written consent of the other party, which consent may not be unreasonably withheld. ALI may sublicense its rights under this Agreement with the consent of Palatella, which consent may not be unreasonably withheld.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed and performed within the State of California by California residents.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Palatella and ALI concerning the subject matter hereof and supersedes all previous representations, understandings, and agreements, oral or written, between the parties.

ALLIED LOMAR, INC.

By: _____

(signature)

Title: _____

President

MARCI PALATELLA

(signature)