

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
DEI Headquarters, Inc.		05/18/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mr. Jeremy Cowan		
Street Address:	912 Cole Strett		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2324801	PYTHON	
CORRESPONDENCE DATA			
Fax Number:	(212)684-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-684-3900		
Email:	bloewenthal@grr.com		
Correspondent Name:	Barbara Lowenthal		
Address Line 1:	270 Madison Avenue		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:		Barbara Loewenthal	
Signature:		/bloewenthal/	
Date:		05/21/2010	

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Total Attachments: 2
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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is made on this 18th day of May, 2010 ("Effective Date"), by and between Jeremy Cowan dba Shmaltz Brewing Company, with its principle place of business located at 912 Cole Street #338, San Francisco, CA 94117 (hereinafter "Shmaltz"), and DEI Headquarters, Inc. (aka Directed Electronics), with its principle place of business located at One Viper Way, Vista, California 92081 (hereinafter "DEI").

RECITALS

DEI is the owner of United States Trademark Registration #2,324,801 in international class 32 for the mark "PYTHON" (hereinafter the "Registration").

Shmaltz is a manufacturer of beer (hereinafter the "Shmaltz goods") and has been using the mark "Albino Python" (hereinafter the "Python Mark") in association with the Shmaltz goods.

The parties desire to resolve controversies relating to the Registration and Python Mark through this Agreement.

NOW THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, and of the mutual, promises, benefits and obligations set forth in this Agreement, the parties agree as follows:

The preamble and recitals to this Agreement are hereby incorporated and by this reference shall hereby become part of this Agreement.

TRADEMARK ASSIGNMENT

DEI hereby assigns, conveys and transfers to Shmaltz its entire right, title and interest it has as owner and user, in and to the Registration together with the goodwill associated therewith.

DEI hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Shmaltz as the owner of the Registration and to issue to Shmaltz, in lieu of DEI, in accordance with this instrument, all future certificates, notices and any other documents bearing on the Registration.

DEI makes no representation or warranty with respect to the existence of any specific items constituting the trademarks, or the condition, quality, merchantability, fitness for a particular purpose, or value of the Registration. The Registration is transferred and assigned as-is.

The parties hereby agree that this Agreement is not to be construed as an admission or denial to any right or claim in connection with Registration or the Python Mark by either party.


DEI does not convey any rights, title or interest to any other registration(s), Python trademark(s), or other trademark(s) owned, used, claimed, or licensed by DEI that have not been specifically assigned herein, unless identified in a separate written agreement between the parties.

This instrument shall inure to the benefit of Shmaltz and its successor and assigns and shall be binding upon DEI and its successors and assigns.

In full consideration of the Assignment set forth herein, Shmaltz agrees to pay DEI (\$1,000) one-thousand dollars per year for five years. The first payment by Shmaltz will be made (45) forty-five days from the Effective Date of this Agreement and each additional payment due under this Agreement shall be paid within 45 days following the anniversary date of this Agreement. Shmaltz further agrees, on an annual basis, to

ship at no charge to DEI, twenty cases of Shmaltz goods. DEI may, at its election, accept additional Shmaltz goods in lieu of the cash payment owed.

DEI HEADQUARTERS, INC.

By: 

Print Name: Mike Simmons

Title: Executive Vice President

SHMALTZ BREWING COMPANY

By: 

Print Name: Jeremy Cowan

Title: Proprietor