

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
Mrs Cherlynn M. Ramos	FORMERLY Cherlynn M. Casabonne	06/14/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Mr. Timothy J. Bell
Doing Business As:	DBA Defiant Clothing
Street Address:	5485 Silver Hills Circle
City:	Sparks
State/Country:	NEVADA
Postal Code:	89431
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Ms. Alexis Gamboa
Doing Business As:	DBA Defiant Clothing
Street Address:	5485 Silver Hills Circle
City:	Sparks
State/Country:	NEVADA
Postal Code:	89431
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3018378	DEFIANT BOLD AND REBELLIOUS

CORRESPONDENCE DATA

Fax Number: (775)240-9514
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 775-560-5321
 Email: thedefiantgirl@yahoo.com

OP \$40.00 3018378

Correspondent Name: Timothy Bell and Alexis Gamboa
Address Line 1: 5485 Silver Hills Circle
Address Line 4: Sparks, NEVADA 89431

NAME OF SUBMITTER:	Cherlynn M. Ramos
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Signature:	/Cherlynn M. Ramos/
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Date:	06/14/2010
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Total Attachments: 2
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AGREEMENT

This Agreement is by and between Cherlynnne Ramos ("Assignor" or "Ramos") and Timothy P. Bell/Gamboa, Jr. and Alexis M. Gamboa ("Assignee" or "Bell/Gamboa").

Whereas, Assignor is owner of certain trademark Defiant Bold & Rebellious



Registration Number: 3018378 as well as developed artwork.

Whereas, Assignee, wishes to acquire the entire rights, and interest in the trademark and artwork listed above.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title and interest with respect to trademark, use of mark, all existing artwork, and apparel for the above said mark upon final payment. During the eight (8) month period Bell/Gamboa is making payments both parties will be co-owners of the mark. Upon receipt of signed agreement and first payment, Ramos will add Bell/Gamboa's name to the USPTO trademark Defiant Bold & Rebellious Registration Number: 3018378 immediately.
2. Consideration. In consideration for the assignment set forth above and the other rights set forth below, Assignor shall pay Assignee the sum of fifteen thousand dollars (\$15,000), payable by eight (8) monthly installments of \$1,875 (one thousand eight hundred seventy five dollars) due no later than the 20th of each month with first payment due at the time of execution of this Agreement.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement and;
 - b. Assignor is the exclusive owner of all artwork presented above.
4. Transfer of Rights in Artwork and Trademark. Ramos hereby grants all rights, title and interest to the artwork and trademark described above. Ramos will pay all necessary fees for transfer of said mark to the USPTO. Should Bell/Gamboa stop making payments to Ramos or miss a payment, all rights to the above said mark shall revert back to Ramos. There will be a 10 day grace period of payments. During the eight (8) month transition Bell/Gamboa will have all rights as owner of the mark as well as free rein with creative, sales, proceeds from sales of product, and business decisions related to the mark. Bell/Gamboa will also assume all liability for any infringement of the mark upon others during this transition and hold Ramos free from any liability. Ramos will

not be allowed use of the mark once the agreement and first payment are received. Ramos reserves the right to purchase Defiant apparel from Bell/Gamboa at wholesale pricing.

5. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party against whom enforcement was sought.

6. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior to contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

7. Amendment. This Agreement may be amended only by a writing signed by both parties.


8. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or conditions applied to other persons, places and circumstances shall remain in full force and effect.

9. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provision of this Agreement.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.


Cheryllne Ramos

Dated: 4/25/10


Timothy J. Bell, Jr.

Dated: 4-21-10


Alexis M. Gamboa

Dated: 4-21-10