

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 Stearns		07/21/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Stearns Lending, Inc.		
Street Address:	4 Hutton Centre Drive		
Internal Address:	Suite 500		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92707		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3700441	OUTRAGEOUSLY TALENTED	
Registration Number:	3378509	PEOPLE. POWER. POSSIBILITIES.	
Registration Number:	3178045		
Registration Number:	2926090	STEARNS	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(714) 641-3469		
Email:	sbarricella@rutan.com, trademarks@rutan.com, scain@rutan.com, ezaskoda@rutan.com		
Correspondent Name:	Susan J. Barricella		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022061.0007		

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TRADEMARK
REEL: 004260 FRAME: 0637

NAME OF SUBMITTER:	Susan J. Barricella
Signature:	/Susan J. Barricella/
Date:	08/13/2010
Total Attachments: 3 source=Stearns Fully Executed Trademark Assignment Agreement 7 10#page1.tif source=Stearns Fully Executed Trademark Assignment Agreement 7 10#page2.tif source=Stearns Fully Executed Trademark Assignment Agreement 7 10#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT, executed as of the date set forth below, is entered into by and between Glenn Stearns ("Assignor"), an individual and citizen of the United States of America having a principal business address at 4 Hutton Centre Drive, Suite 500, Santa Ana, California 92707 and Stearns Lending, Inc. ("Assignee"), a California corporation having a principal business address at 4 Hutton Centre Drive, Suite 500, Santa Ana, California 92707.

WHEREAS, Assignor is the owner of record of the U.S. Trademark Registrations listed in Exhibit A hereto (the "Registrations") and has been using the trademarks identified therein (the "Trademarks") through Assignee in connection with the services identified therein; and

WHEREAS, Assignor wishes to grant and Assignee wishes to receive an assignment of all right, title and interest in and to the Registrations, the Trademarks and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Trademarks, including, but not limited to, the Registrations, together with any renewals thereof, along with all goodwill associated with the Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States now or hereafter in effect, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. For purposes of effecting assignment of the Registrations with the United States Patent and Trademark Office, Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks record Assignee as the owner of the Registrations. Assignor further agrees to assist Assignee in any trademark dispute with a third party, as reasonably requested by Assignee and at Assignee's expense, including, but not limited to trademark litigation, trademark cancellation, or trademark opposition proceedings.

3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.

4. Assignor agrees not to object to, or challenge Assignee's use and registration of the Trademarks.

5. The parties each hereby represent that they have the full power and authority to enter into this Agreement and perform the actions contemplated by it. Each of the signatories hereto warrants and represents that he is competent and authorized to enter into this Agreement on behalf of the party for whom he purports to sign.

6. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly. The parties stipulate that any common law or statutory provision (including, without limitation, California Civil Code section 1654) that provides that any ambiguous term be construed against the maker of this Agreement is hereby waived.

7. The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

8. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

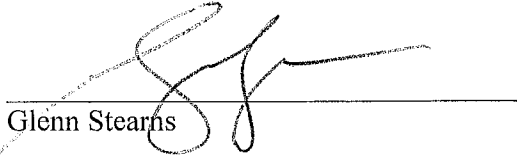
9. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. All disputes under this Agreement shall be resolved by the courts of the State of California, namely, the United States District Court, Central District, and the parties all consent to such jurisdiction, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

11. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict with said Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of July 21, 2010 (the "Effective Date").

Glenn Stearns



Glenn Stearns


Stearns Lending, Inc.



Name: Robert W. Telles

Title: Secretary and Chief Financial Officer

EXHIBIT A

Mark	Reg. No.	Reg. Date	Services
OUTRAGEOUSLY TALENTED	3700441	October 20, 2009	Class 36: Financial services, namely, mortgage lending, mortgage banking, and mortgage brokerage services in the nature of purchasing and selling of mortgage-backed securities, private and public sales of mortgage loans and mortgage loan portfolios, servicing of loan portfolios, and brokering of mortgage loan services; real estate title underwriting services; and real estate escrow services.
PEOPLE. POWER. POSSIBILITIES.	3378509	February 5, 2008	Class 35: Business management consultation in the field of government contracting; and business auditing. Class 36: Real estate title underwriting services; and real estate escrow services. Class 42: Real estate settlement services; title searching services.
	3178045	November 28, 2006	Class 35: Business management consultation in the field of government contracting; and business auditing. Class 36: Mortgage brokerage and mortgage procurement for others. Class 42: Real estate settlement services.
STEARNS	2926090	February 8, 2005	Class 35: Management consultation in the field of government contracting; and business auditing. Class 36: Financial services, namely, mortgage lending, mortgage banking, and mortgage brokerage services in the nature of purchasing and selling of mortgage-backed securities, private and public sales of mortgage loans and mortgage loan portfolios, servicing of loan portfolios, and brokering of mortgage loan services; real estate title underwriting services; and real estate escrow services. Class 42: Real estate settlement services; title searching services.