

TO: GARY HERBERT COMPANY: 1049 EL MONTE AVE.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/29/2011
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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
	debra hagedon		06/29/2011
Entity Type: INDIVIDUAL: UNITED STATES			
RECEIVING PARTY DATA			
Name:	cyndi herbert		
Street Address:	1049 El Monte Ave.		
Internal Address:	Unit C #122		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94040		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3931544	PUNKS IN TRUNKS
	Registration Number:	3636865	SPAGOLD
CORRESPONDENCE DATA			
Fax Number:	(650)941-3094		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-917-4222		
Email:	gherbert@cbnorcsi.com		
Correspondent Name:	gary herbert		
Address Line 1:	1049 El Monte Ave.		
Address Line 2:	Unit C #122		
Address Line 4:	Mountain View, CALIFORNIA 94022		
NAME OF SUBMITTER:	gary herbert		
Signature:	/gary herbert/		
Date:	06/29/2011		
Total Attachments: 2 source=partner dissolution spagold#page1.tif source=partner dissolution spagold#page2.tif			

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PARTNERSHIP DISSOLUTION RELEASE AND INDEMNIFICATION

In connection with the dissolution of the Spagold partnership (the "Partnership"), and as a condition of entering into that certain Partnership Dissolution Agreement among the parties hereto dated effective as of the 1st of May, 2011 (the "Dissolution Agreement"), and in consideration of the reciprocal undertakings set forth herein, the undersigned (the "Parties") mutually agree as follows, notwithstanding any provision of the Dissolution Agreement to the contrary:

1. Debra Hagedon ("Hagedon") waives and quitclaims to Cyndi Herbert and Gary Herbert (collectively, the "Herberts") any claim to or interest in (a) any proceeds of sale or disposition of any assets of the Partnership and (b) any trademarks of the Partnership, including without limitation those in the registration of which her name appears. Hagedon will execute such further instruments as the Herberts reasonably may require in order to facilitate the disposition and transfer to third parties of any applicable trademark rights.

2. Hagedon releases the Herberts from any liability or claim arising from liquidation of the Partnership or disposition of Partnership assets, and the Herberts jointly and severally release Hagedon from and waive any obligation of Hagedon to indemnify the Liquidating Partner (as defined in the Dissolution Agreement) pursuant to the Dissolution Agreement in connection with liquidation of Partnership as provided therein.

3. The Herberts jointly and severally (a) release Hagedon from any liability related to the formation, conduct, business, operation, termination and disposition of assets of the Partnership, whether known or unknown, patent or latent, arising from any facts or events occurring from the beginning of time until the date hereof, and (b) will at their own expense indemnify, defend and hold Hagedon harmless from and against any and all claims and proceedings arising from any of the foregoing ("Claims"), using counsel of their own selection, provided that Hagedon will promptly notify the Herberts of any such Claim and will provide all reasonably necessary assistance in conducting the defense of such Claim.

4. Each of the Parties acknowledges that (a) it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to any potential Claims that are the subject matter of this instrument (this "Agreement") and (b) it may have sustained or may yet sustain damages, costs or expenses that are presently unknown and that relate to the Claims. Each of the Parties acknowledges, however, that it has negotiated, agreed upon and entered into this Agreement in light of this situation. Accordingly, the Parties mutually waive, each on his or her own behalf and that of his or her respective successors and assigns, any and all rights which he or she or any of them may have under any state, federal or international statute, common law or other legal principle that otherwise would limit the effect of the release contained in this Agreement to claims known or suspected at the date on which the Parties hereto execute this Agreement. It is further understood and agreed that, as part of the consideration and as inducement for the execution of this Agreement, the Parties, with full knowledge and with the specific intent to release all claims, whether known or unknown, do hereby specifically waive the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims, known or unknown, which the Parties may have whether or not such claims relate to or arise

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from the Claims as defined above; and this Agreement contemplates the extinction of any and all such claims. The releases provided in this Agreement do not, however, extend to or waive any rights or claims which might arise in the future based solely on events and transactions which first occur after the date the Parties sign this Agreement.

5. The provisions of this Agreement shall supersede any conflicting provisions of the Dissolution Agreement.

6. The Parties agree to refrain from any defamation, libel or slander of each other in connection with any activities of or business conducted by the Partnership.

7. If any portion of this Agreement is found to be unenforceable, then the Parties desire that all other portions that reasonably can be separated from the unenforceable portion or appropriately limited in scope shall remain fully valid and enforceable.

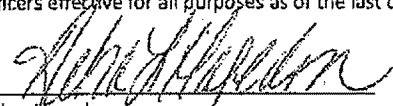
8. The prevailing Party in any action or lawsuit concerning performance, interpretation or enforcement of any provision of this Agreement shall be entitled to recover its attorneys' fees and costs.

9. The Parties respectively acknowledge that no promise or inducement has been offered except as herein set forth and that they execute this Agreement without reliance upon any statement or representation by the other Party except as herein set forth.

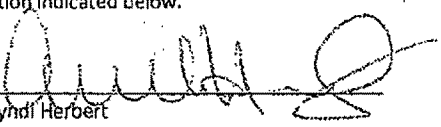
10. This Agreement having been negotiated and prepared by the Parties jointly with due representation of legal counsel, no uncertainty or ambiguity shall be interpreted or weighed against either Party on the basis of having prepared the document.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument, having the same force and effect as if a single original had been executed by all Parties.

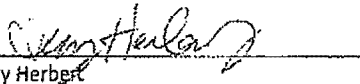
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized officers effective for all purposes as of the last date of execution indicated below.


Debra Hagedorn

5/24/11
Date of Execution


Cyndi Herbert

5-27-11
Date of Execution


Gary Herbert

5/27/11
Date of Execution