

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
The Robert & Audrey Talbott Foundation		11/18/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Robert Talbott, Inc.		
Street Address:	P.O. Box 996		
City:	Carmel Valley		
State/Country:	CALIFORNIA		
Postal Code:	93924		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85257481	THE ROBERT & AUDREY TALBOTT FOUNDATION	
Serial Number:	85266891		
CORRESPONDENCE DATA			
Fax Number:	(212)218-2200		
Phone:	212 218 2100		
Email:	prazzano@fchs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Pasquale A. Razzano		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104-3800		
ATTORNEY DOCKET NUMBER:	01436.008063		
NAME OF SUBMITTER:	Pasquale A. Razzano		
Signature:	/Pasquale A. Razzano/		

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 REEL: 004673 FRAME: 0350

Date:

12/06/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 18 day of November, 2011, by and between **The Robert & Audrey Talbott Foundation** ("Assignor") a corporation organized and existing under the laws of the state of California and having its principle address at P.O. Box 223137 Carmel, CA 93922 and **Robert Talbott, Inc.** ("Assignee") a corporation organized and existing under the laws of the State of California and having its principle address at P.O. BOX 996 Carmel Valley, CA 93924.

WITNESSETH

WHEREAS, Assignor is the owner of two federal trademark applications under §1(a) of the Trademark Act, 15 U.S.C. §1051(a) ("Assigned Applications") in the United States; and

WHEREAS, Assignor wishes to transfer and assign to Assignee all right, title, interest and goodwill in and pertaining to the Assigned Applications presently owned by Assignor.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

- Transfer of Assigned Mark.** Assignor, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's existing right, title and interest in and to the Assigned Applications, including, without limitation, the specific applications identified in Exhibit A attached hereto and all of Assignor's U.S. and foreign rights in and to the Assigned Applications including rights of registration, common law rights and rights relating to unfair trade practices, together with all of the goodwill associated therewith. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that Assignor has in the Assigned Applications and underlying trademarks to Assignee.
- Trademark Ownership; Prosecution of Infringements; Cooperation.** Assignor acknowledges that Assignee is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Assigned Applications as the trademarks are currently used or intended to be used on the goods and services described in the Applications. Each party shall reasonably cooperate with the other party, as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Assigned Applications.
- Entirety of Agreement.** This Agreement and the documents to be executed pursuant thereto, together constitute the complete statement of all the arrangements among the parties with respect to their subject matter, and may not be amended, altered, modified or otherwise changed in any respect except in a writing signed by all parties. The parties acknowledge that they are acting on behalf of, and that this Agreement shall bind and benefit, the parties and their respective successors, assigns, parents, subsidiaries, affiliates and licensees throughout the world.
- Governing Law.** The validity, construction and performance of this Assignment shall be

governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; provided, however, that any aspects of this Assignment that are the subject matter of the United States Lanham Act shall be governed by the federal laws of the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ASSIGNOR:

The Robert & Audrey Talbott Foundation

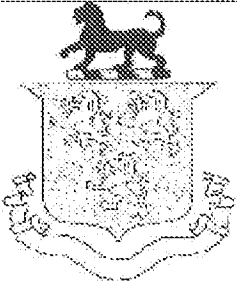
By: Robert Talbott
Name:
Its: president

ASSIGNEE:

Robert Talbott, Inc

By: Robert F. Corliss
Name: ROBERT F. CORLISS
Its: CEO/PRESIDENT

EXHIBIT A

Serial No.	Trademark	Class
85257481	THE ROBERT & AUDREY TALBOTT FOUNDATION	35, 36
85266891		35, 36