

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
Annette Velarde		09/20/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Park City Performances		
Doing Business As:	Egyptian Theater Company of Park City		
Street Address:	333 Main Street		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4078362	THE PARK CITY FOLLIES	
CORRESPONDENCE DATA			
Fax Number:	8012555338		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	801-255-5335		
Email:	docketclerk@chcpat.com, gclayton@chcpat.com, jallen@chcpat.com		
Correspondent Name:	Grant R. Clayton		
Address Line 1:	P.O. Box 1909		
Address Line 4:	Sandy, UTAH 84091		
ATTORNEY DOCKET NUMBER:	T12482.1		
NAME OF SUBMITTER:	Grant R. Clayton		
Signature:	/Grant R. Clayton/		

OP \$40.00 4078362

Date:

09/21/2012

Total Attachments: 3

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GIFT DEED OF U.S. SERVICE MARK REGISTRATION NO. 4,078,362

Annette Velarde ("Giffor"), a citizen of the United States of America, having a residence address of 7240 North Greenfield Drive, Park City, Utah 84098, is the current, registered owner of the right, title and interest in and to the trademark "THE PARK CITY FOLLIES" (the "Mark"), which is registered in the United States Patent and Trademark Office on the Supplemental Registrar as Registration No. 4,078,362, having a registration date of December 27, 2011 (the "Registration").

Park City Performances d/b/a Egyptian Theater Company of Park City ("Giftee"), a non-profit corporation duly organized and existing under the laws of the State of Utah, having a principal business office at 333 Main Street, Park City, Utah 84060, is desirous of acquiring any right, title and interest in and to the Mark which is held by Giffor pursuant to the Registration.

Giffor hereby transfers and assigns to Giftee, subject to the terms and provisions set forth herein, any and all right, title and interest which she may hold in and to the Mark and the Registration together with any goodwill symbolized by and associated with the Mark. Giffor hereby authorizes and requests all government officials, including the United States Commissioner of Trademarks, to issue any and all certificates of registration of the Mark to Giftee as the sole owner of the entire Mark to the exclusion of Giffor, subject to the terms and provisions set forth herein.

The above gift of the Mark from Giffor to Giftee consists of the Mark only as set forth in the Registration, and expressly does NOT include any other intellectual property or rights, including, but not limited to, any domain name, any trade name registrations, as well as any and all copyrights and moral rights to any Works (as that word occurs in 17 U.S.C. 101) Giffor created in the course of preparing for, presenting or concluding any past renditions of the performance known as The Park City Follies (although one or more of these items may be the subject of a separate written agreement between Giffor and Giftee).

The above gift of the Mark from Giffor to Giftee is for the express purpose of allowing Giftee to produce and present a stage play using "The Park City Follies" as part of the publically advertised name of such stage play. Therefore, if Giftee fails to produce and present a stage play using "Park City Follies" as part of the publically advertised name of such stage play over any period of eighteen (18) consecutive months (beginning on the date of this Gift Deed), then the Mark and the Registration shall automatically revert to Giffor, and Giftee hereby authorizes and requests all government officials, including the United States Commissioner of Trademarks, to issue any and all certificates of registration of the Mark to Giffor as the sole owner of the entire Mark to the exclusion of Giftee, upon Giffor's presentation to the United States Patent and Trademark Office of the sworn testimony of two or more individuals other than Giffor of such lack of use.

GIFT DEED

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Initials: AV MV
Giffor Giftee

Giftor hereby agrees not to challenge such automatic reversion resulting from non-use as set forth above, or the original Registration, or any of Giftor's rights as the sole owner of the Mark after such automatic reversion, other than Giftor may prove actual use during the subject eighteen (18) month period in order to avoid an unwarranted automatic reversion.

In the event of any lawsuit, arbitration, administrative proceeding, or other legal proceeding, in order to enforce or interpret this Gift Deed, or otherwise arising from or related to this Gift Deed, the prevailing party shall be entitled to recover its attorney fees and costs incurred therein.

This Gift Deed contains the entire agreement between Giftor and Giftor with respect to the Mark and Registration.

This Gift Deed shall only be effective upon acceptance and execution on behalf of Giftor accepting and agreeing to the terms and provisions set forth herein.

Dated this 20 day of September, 2012.

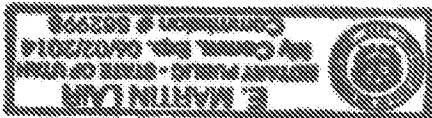
"Giftor"


ANNETTE VELARDE

Acknowledgment

State of Utah)
: ss.
County of Summit)

On this the 20 day of September, 2012, personally appeared before me ANNETTE VELARDE, whose identity is personally known to me, or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she signed the foregoing instrument of her own voluntary act.




Notary Public

