

## 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
GFX MARKETING, CORP.		02/15/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LANCEBERG HOLDINGS, LLC		
Street Address:	12860 Foothill Blvd.		
City:	Sylmar		
State/Country:	CALIFORNIA		
Postal Code:	91342		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4195726	ALPINE SWISS	
CORRESPONDENCE DATA			
Fax Number:	213-487-71		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-487-7150		
Email:	raffi@nizamian.com		
Correspondent Name:	Raffi Nizamian, Esq.		
Address Line 1:	3055 Wilshire Blvd., Suite 630		
Address Line 4:	Los Angeles, CALIFORNIA 90010		
ATTORNEY DOCKET NUMBER:	50585-12		
NAME OF SUBMITTER:	Raffi Nizamian		
Signature:	/Raffi Nizamian/		
Date:	11/29/2012		

OP \$40.00 4195726

Total Attachments: 5

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## TRADEMARK PURCHASE & ASSIGNMENT AGREEMENT

This Trademark Purchase & Assignment Agreement (the "Agreement") is made as of February 15, 2012 (the "Effective Date"), between GFX Marketing, Corp., a California corporation ("GFX"), and Lanceberg Holdings, LLC, a California limited liability company ("Lanceberg").

### RECITALS

- A. GFX is the owner of the pending federal trademark application (serial no. 85-346,297) for the mark **ALPINE SWISS** (the "Trademark Registration").
- B. Lanceberg wishes to acquire GFX's rights in the trademarks referred to in the Trademark Registration and GFX wishes to sell such rights to Lanceberg on the terms and conditions set forth below.

### AGREEMENT

THEREFORE, in consideration of the payment of the purchase price by Lanceberg to GFX and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, Lanceberg and GFX hereby agree as follows:

1. **ASSIGNMENT.** GFX hereby sells, assigns, conveys and transfers to Lanceberg GFX's entire right, title and interest in and to the Trademark Registration referred to in the Trademark Registration, together with all goodwill associated therewith, for use and registration by Lanceberg in the United States and throughout the world (collectively, the "Intellectual Property"), and all other rights in and to the trademarks referred to in the Trademark Registration, including without limitation, the goodwill associated therewith.
2. **PURCHASE PRICE.** The purchase price for the Intellectual Property is \$4,500.00 which is payable by Lanceberg to GFX within ten (10) months of the Effective Date herein ("Purchase Price")
3. **GFX'S COVENANTS.** GFX covenants and agrees that it will not contest Lanceberg's full and complete ownership of the Intellectual Property for any product, including the rights to use, license the use of and/or register the Intellectual Property in the United States and throughout the world for any product.
4. **COOPERATION; COSTS AND EXPENSES.** After payment of the Purchase Price and upon the request of Lanceberg, GFX shall execute and deliver to Lanceberg all documentation required to perfect the transfer of the Intellectual Property in any and all trademark registries in the United States and throughout the world. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

5. **GFX'S REPRESENTATIONS AND WARRANTIES.** GFX warrants and represents to Lanceberg that as of the Effective Date:

- a. GFX is a domestic for-profit corporation duly organized and in good standing under the laws of the State of California. GFX has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by GFX in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of GFX is duly authorized to do so.
- b. Any and all consents and approvals which may be required in order for GFX to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by GFX are and shall be valid, legally binding obligations of and enforceable against GFX, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission or agency to which GFX is subject or by which GFX is bound, or constitute a breach or default under any agreement or other obligation to which GFX is a party or otherwise bound.
- c. To the best of GFX's knowledge, it is the owner of all right, title and interest in the Trademark Registration and the Trademark Registration are valid and in good standing.
- d. GFX represents that there is no outstanding indebtedness incurred by GFX for which a valid lien or other security interest could be filed against the Trademark Registration in the respective trademark registries.
- e. To the best of GFX's knowledge, there is no past due fee or payment owing in the respective trademark registries relating to the Trademark Registration. GFX agrees, however, that should any payment or fee incurred prior to the Effective Date become known to GFX or Lanceberg, GFX will pay such fee to the respective trademark registry or to Lanceberg as mutually agreed by the parties.
- f. To the best of GFX's knowledge, there are no pending infringement actions against the Intellectual Property. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved. To the actual knowledge of the current officers, directors and employees of GFX, there are no threatened infringement actions against the Transferred and there are not any known facts which would provide the basis for such infringement action.

## 6. GENERAL PROVISIONS

### a. Further Assurances.

- i. The parties hereto will each perform such acts, execute and deliver such information, instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement, including, without limitation, providing or executing any affidavits, providing any testimony, and/or rendering any other assistance, as is necessary or useful for Lanceberg to secure and perfect sole and exclusive ownership of, and obtain Registration in the name of solely Lanceberg, for the assigned Intellectual Property and/or any part thereof. In furtherance of the foregoing, GFX and Lanceberg will execute as necessary patent, trademark, and/or copyright assignments to evidence, record and perfect the transfer of the assigned Intellectual Property.
  - ii. If and to the extent requested by Lanceberg, GFX will cause, and hereby authorizes, the patent office, trademark office, copyright office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Lanceberg as the sole and exclusive owner of any application, copyright, patent and/or registration covering the Intellectual Property, and to issue any patent, copyright, registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, copyright, patent and/or registration in the name and for the benefit of Lanceberg only.
  - iii. The parties acknowledge that, as part of the transfer of the Intellectual Property, GFX may inadvertently retain Intellectual Property that should have been transferred to Lanceberg pursuant to this Agreement, and Lanceberg may inadvertently acquire Intellectual Property that should not have been transferred. Each party agrees to negotiate in good faith the transfer to the other of any such later identified Intellectual Property at the reasonable written request of the other party, which may include rescission of certain assignments and transfers made hereunder.
- b. **Entire Agreement; No Waivers.** This Agreement is the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior or contemporaneous discussions and written agreements between them, except to the extent that there are continuing obligations which are inherent or otherwise apparent by their terms. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a

- waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- c. **Notices.** All notices hereunder shall be in writing and deemed to be properly given when personally delivered to the party entitled to receive the notice or when sent by certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notice, or if sent by facsimile, upon mechanical confirmation of successful transmission thereof, in each case.
  - d. **Non-Assignability and Binding Effect.** Except as specifically provided for herein, each party's rights and obligations hereunder shall not be transferred or assigned directly or indirectly without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
  - e. **Counterparts, Facsimiles, Scans, Drafting, Section Headings, Survival.** This Agreement may be signed, delivered, and/or stored by facsimile or electronic means and in counterparts, each of which is deemed an original and all of which are this one Agreement. Because each party had the opportunity to consult its own legal counsel to participate in preparation of this Agreement, the rule of construction that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement to favor any party against the other. Section headings are for convenience only and shall have no effect in interpreting this Agreement. If any provision hereof is held invalid, the remaining provisions shall remain in effect, and the parties will renegotiate in good faith any invalid term and be mutually bound by substitute provision.
  - f. **Governing Law, Jurisdiction, and Dispute Resolution.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. IF A DISPUTE ARISES, THE PARTIES WILL: (a) RESOLVE ALL DISPUTES BY BINDING ARBITRATION HELD IN LOS ANGELES COUNTY, CALIFORNIA BEFORE A SINGLE ARBITRATOR FROM JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS"); AND (b) WAIVE ANY RIGHT TO CIVIL TRIAL BY JUDGE OR JURY. Notwithstanding the foregoing, all claims alleging violation of restrictive covenants or transgression of intellectual property rights, shall be subject to the exclusive jurisdiction, in Los Angeles, CA, of either the California state courts or the US District Court. Before accepting appointment, the arbitrator shall agree: (a) that the arbitrator's award shall be made within nine (9) months of the filing of a notice of intention (or demand) to arbitrate (but it may be extended by written agreement of the parties); (b) to base any decision or award on governing law; (c) to not award punitive or other damages that are not measured by the prevailing party's actual damages, except as may be required by statute; and (d) to issue an award in writing within ten (10) days of concluding the presentation of evidence and briefs. Judgment may be entered in any court having jurisdiction thereof. The prevailing party shall be

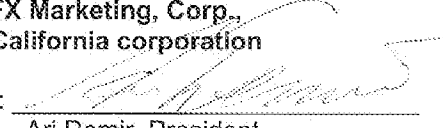
entitled to recover from the other party its costs and expenses, including reasonable attorney's fees.

The parties have executed this Agreement as of the Effective Date.

Lanceberg Holdings, LLC,  
a California limited liability company

By:   
Sevan Demir, Member

GFX Marketing, Corp.,  
a California corporation

By:   
Ari Demir, President