

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
Tobuscus, Inc.		05/30/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Toby Turner		
Street Address:	3450 Cahuenga Boulevard W Suite 603		
City:	Studio City		
State/Country:	CALIFORNIA		
Postal Code:	90068		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85834367	TOBUSCUS	
Serial Number:	85834390	TOBUSCUS	
CORRESPONDENCE DATA			
Fax Number:	6193930498		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	619-517-2272		
Email:	david@lizerbramlaw.com		
Correspondent Name:	David Lizerbram		
Address Line 1:	4080 Centre Street		
Address Line 2:	Suite 205		
Address Line 4:	San Diego, CALIFORNIA 92103		
NAME OF SUBMITTER:	David Lizerbram		
Signature:	/David Lizerbram/		
Date:	06/17/2013		
Total Attachments: 3 source=TOBUSCUS Trademark Assignment.Draft.053013#page1.tif source=TOBUSCUS Trademark Assignment.Draft.053013#page2.tif source=TOBUSCUS Trademark Assignment.Draft.053013#page3.tif			

OP \$65.00 85834367

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is made and effective May 30, 2013 (the "Effective Date").

BETWEEN: Tobuscus, Inc. (the "Assignor"), a California corporation, with a principal business address at: 3450 Cahuenga Boulevard W, Unit 603, Studio City, California 90068.

AND: Toby Turner (the "Assignee"), an individual resident of California, with a principal business address at: 3450 Cahuenga Boulevard W, Unit 603, Studio City, California 90068.

WHEREAS, Assignor, is a joint owner of those certain trademarks identified as follows:

TOBUSCUS - U.S. Patent and Trademark Office Serial Number 85834367

TOBUSCUS - U.S. Patent and Trademark Office Serial Number 85834390

(the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. Assignment

Assignor does hereby irrevocably assign to Assignee all of Assignor's rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. Consideration

In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of Five Thousand Dollars (\$5,000.00), payable on or before June 10, 2013.

3. Representations and Warranties

Assignor, to the best of Assignor's actual knowledge, represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all of Assignor's right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) Assignor's rights to the Trademarks are free of any liens, security interests, encumbrances or licenses;

- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement; and
- (h) the Assignee can register and dispose of the Trademarks in the Assignee's own name.

4. Attorney's Fees

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment

This Agreement may be amended only by a writing signed by both parties.

7. Severability

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts

Assignee agrees to perform any further reasonable acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

10. Indemnity

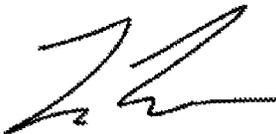
Assignee shall indemnify, defend and hold harmless Assignor from and against any and all loss, liability, damages, cost and expenses (including without limitation reasonable attorney's fees, investigation costs, court costs and any other costs incurred in connection with all such claims of damage) for any claimed or real damage or injury and from all liens, claims, demands, and causes of action related thereto, which may result from Assignee's (or any affiliate's) ownership and/or use of any of the above referenced Trademarks. Assignee understands and acknowledges that such indemnification is a material inducement for Assignor entering into the Agreement, in the absence of which Assignor would not have entered into the Agreement.

11. General

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. This Agreement may be signed in counterparts, which together shall constitute one Agreement. This Agreement and each Party's obligations hereunder shall be binding on the representatives, assigns, and successors of such Party and shall inure to the benefit of the assigns and successors of such Party. No delay or failure by either Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. In the event of a dispute hereunder, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any Party hereto on the ground that such Party drafted or caused to be drafted this Agreement or any part hereof, nor shall any presumption or burden of proof or persuasion be implied by virtue of the fact that this Agreement may have been prepared by or at the request of a particular Party or its counsel.

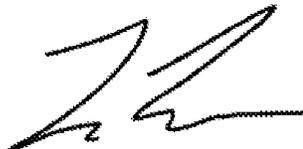
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNOR



Toby Turner, President

ASSIGNEE



Toby Turner, as an individual