

## TRADEMARK ASSIGNMENT

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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	Entity Type
James Rey Ontiveros		12/19/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Native9		
Street Address:	6525 Dominion Road		
City:	Santa Maria		
State/Country:	CALIFORNIA		
Postal Code:	93455		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3507958	RANCHO ONTIVEROS	
Registration Number:	3779918	NATIVE9	
CORRESPONDENCE DATA			
Fax Number:	8054393007		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8054393006		
Email:	mbabu@babulawfirm.com		
Correspondent Name:	Melissa McGann Babu, Esq., Babu Law Firm		
Address Line 1:	1037 Mill Street		
Address Line 4:	San Luis Obispo, CALIFORNIA 93401		
ATTORNEY DOCKET NUMBER:	NATIVE9&RANCHO ONTIVEROS		
NAME OF SUBMITTER:	James Rey Ontiveros		
Signature:	/James Rey Ontiveros/		

OP \$65.00 3507958

Date:

12/19/2013

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made and effective as of December 19, 2013 by and between JAMES REY ONTIVEROS, an individual ("Assignor"), and NATIVE9, a California corporation ("Assignee").

### RECITALS

A. Assignor or his authorized licensee(s) have adopted, own and use the trademarks "Native<sup>9</sup>®" (design) and "Rancho Ontiveros<sup>®</sup>" (collectively, the "Marks"), in connection with wine.

B. Assignor owns a Federal trademark registration for the "Native<sup>9</sup>®" (design) (Registration No. 3,779,918), which registered on the Principal Register of the United States Patent and Trademark Office (the "PTO") on or about April 27, 2010. Assignor owns a Federal trademark registration for the words, "Rancho Ontiveros<sup>®</sup>," (Registration No. 3,507,958), which registered on the PTO's Principal Register on or about September 30, 2008.

C. Assignor wishes to transfer and assign to Assignee, its successors and assigns, all of his undivided interest in and to each of the Marks, and Assignee desires to acquire all of Assignor's right, title and interest in and to each of the Marks.

D. Assignor also wishes to transfer and assign to Assignee, its successors and assigns, all of its undivided interest in and to any license agreements associated with the Mark (collectively, the "License Agreements"), and Assignee desires to acquire all of Assignor's right, title and interests in and to the License Agreements.

### ASSIGNMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably sell, transfer, assign and convey to Assignee, its successors and assigns, all of its interest in and to each of the Marks, the federal registrations thereof and the related License Agreements. Assignee hereby accepts such assignment. Such assignment includes the right in and to all income, royalties, damages and payments now and hereafter due or payable with respect to any future trademark registration(s) which may be granted, and in and to all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. From and after the Effective Date, the ownership of each of the Marks shall be as follows: Assignee, as to an undivided one hundred percent (100%) interest. The parties agree that the assignment is hereby perfected and may not be revoked.

2. Covenants. Assignor covenants to Assignee as follows: (i) it has the full right to convey whatever right, title and interest it may have or hold in and to each of the Marks and License Agreements; *provided, however*, that it makes no representations and warranties regarding the nature or extent of said right, title and interest as it may affect Assignor, Assignee

or any third party; and (ii) it has not executed, and will not execute, any agreement in conflict with this Assignment.

3. Cooperation.

3.1. The parties covenant and agree that each of them will at any time upon reasonable request of the other make, execute and deliver to the other party, without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel, may in any country be required or necessary to secure to and vest in the parties, its respective successors and assigns, the entire right, title and interest in and to each of the Marks.

3.2. The parties further covenant and agree that each of them will at any time upon reasonable request communicate to the other party, his/its successors, assigns or other legal representatives any facts relating to each of the Marks known to him/it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.


4. Miscellaneous. This instrument constitutes the entire agreement between Assignor and Assignee with respect to the Mark and the License Agreements. This Assignment shall be governed by and construed in accordance with the laws of the State of California. If any of the provisions of this Assignment are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Assignment and shall not cause the invalidity or unenforceability of the remainder of this Assignment. The prevailing party in any action or proceeding to enforce the terms of this Assignment shall be entitled to recover from the unsuccessful party all costs and expenses, including reasonable attorneys' fees incurred therein. Each individual executing this Assignment on behalf of an entity represents or warrants that he is duly authorized to execute and deliver this Assignment on behalf of said entity and that this Assignment is binding upon said entity in accordance with its terms and in no way stands in contravention of any prior agreement to which said entity is a party. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Assignment.

"Assignor"

  
\_\_\_\_\_  
JAMES REY ONTIVEROS  
///  
///  
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"Assignee"

NATIVE9,  
a California corporation

By:   
\_\_\_\_\_  
James Rey Ontiveros, President

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

**State of California**  
**County of Santa Barbara** }ss.

On December 19, 2013, before me, Sandra D. Felt, Notary Public, personally appeared James Rey Antiveros, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra D. Felt

