

## 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 COUNTRY HEN, INC.		12/11/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	LUBERSKI, INC.		
Doing Business As:	HIDDEN VILLA RANCH		
Street Address:	310 N. HARBOR BLVD. STE. 205		
City:	FULLERTON		
State/Country:	CALIFORNIA		
Postal Code:	92832		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1659935	THE COUNTRY HEN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	559-248-4820		
Email:	sflynn@ch-law.com		
Correspondent Name:	SHERRIE M. FLYNN		
Address Line 1:	499 W. SHAW AVE., STE. 116		
Address Line 4:	FRESNO, CALIFORNIA 93704		
ATTORNEY DOCKET NUMBER:	169.98		
NAME OF SUBMITTER:	Sherrie M. Flynn		
Signature:	/Sherrie M. Flynn/		

Date:

01/13/2014

**Total Attachments: 3**

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## NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT

This Nunc Pro Tunc Intellectual Property Assignment Agreement ("Assignment") is made as of December 11<sup>th</sup>, 2013, between LUBERSKI, INC., a California corporation doing business as HIDDEN VILLA RANCH ("Assignee"), and THE COUNTRY HEN, INC., ("Country Hen") a Massachusetts corporation and GEORGE A. BASS ("Bass"), who is the sole shareholder of Country Hen (collectively referred to as "Assignors.")

### RECITALS

A. Assignor is the owner of the Intellectual Property Rights and General Intangibles, as defined in that certain Purchase and Sale Agreement dated August 29, 2012, by and between Assignors and Assignee;

B. Pursuant to the Purchase and Sale Agreement dated August 29, 2012, Assignors wish to transfer to Assignee all right, title and interest in and to the intellectual property listed in Schedule "A" attached hereto and incorporated herein by reference, and execute a document suitable for recordation in the United States and Patent and Trademark Office, and any other office requiring such recordation of the assignment.

C. This Assignment is subject to the terms and conditions set forth in the Purchase and Sale Agreement dated and executed on August 29, 2012, by and between Assignors and Assignee. The terms set forth in this Assignment shall have the same meaning and effect as the terms set forth in the Purchase and Sale Agreement dated August 29, 2012.

With the above facts taken into consideration and in consideration of the mutual terms, provisions, covenants, conditions, understandings, and agreements set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### NUNC PRO TUNC ASSIGNMENT

1. Incorporation of Recitals. Paragraphs A through C, inclusive, of the Recitals hereof are fully incorporated herein and are true and correct. These Recitals are intended and shall be deemed and construed to be a material and integral portion of this Assignment.

2. Nunc Pro Tunc Assignment. Assignors agrees that Assignors hereby sold, assigned, granted, transferred, and conveyed to Assignee nunc pro tunc effective August 29, 2012, in consideration of the sum of Five Million Dollars (\$5,000,000) and certain other good and valuable consideration paid to Bass, the receipt and sufficiency of which is hereby acknowledged, all rights, title to, and interest in, the assets, properties, and business of Country Hen of every kind, character, and description, whether tangible, intangible, real, personal, or mixed, and wherever located (other than the Excluded Assets which are not being sold to HVR under this Agreement), all of which are sometimes collectively referred to as the Assets, free and clear of all Encumbrances, including but not limited to certain intellectual property listed in Schedule "A" attached hereto and incorporated herein by reference, together with the goodwill of the business in connection with which the said intellectual property are used.

3. Assurances. Assignors agree that it will execute and deliver any and all documentation and take any and all actions necessary to perfect the transfer of title to the

Intellectual property listed in Schedule "A" to Assignee.

4. Successors. This Agreement will be binding on, and will inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Massachusetts, without giving effect to principles of conflicts of laws.

6. Counterparts, Facsimile Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by any party by delivery of a facsimile signature, which signature shall have the same force and effect as an original signature. Any party which delivers a facsimile signature shall promptly thereafter deliver an originally executed signature to the other party(ies); provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile.

7. Entire Agreement. This Assignment and Purchase and Sale Agreement dated and executed August 29, 2012, constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement will be considered, or will constitute, a waiver of any other provision, and no waiver will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

Dated: December 11<sup>th</sup>, 2013.

"HVR"  
LUBERSKI, INC., a California  
Corporation

By: 

Title: CFO

"Country Hen"  
THE COUNTRY HEN, INC., a  
Massachusetts Corporation

By: 

George A. Bass,

Title: President

"Bass"

  
GEORGE A. BASS

**SCHEDULE "A"**  
**TO NUNC PRO TUNC TRADEMARK ASSIGNMENT**

U.S. TRADEMARKS	REGISTRATION NUMBER
The Country Hen	1659935

DOMAIN NAMES
ww.countryhen.com