# 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
Scott Street Portfolio		04/23/2010	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Jim Buckley	
Street Address:	4080 Happy Valley Road	
City:	Lafayette	
State/Country:	CALIFORNIA	
Postal Code:	94549	
Entity Type:	INDIVIDUAL: UNITED STATES	

Name:	Mitchell Clark	
Street Address:	4080 Happy Valley Road	
City:	Lafayette	
State/Country:	CALIFORNIA	
Postal Code:	94549	
Entity Type:	INDIVIDUAL: UNITED STATES	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3362968	NOBILISSIMA
Registration Number:	3739636	D'ARAGON

### **CORRESPONDENCE DATA**

Fax Number: (925)403-0710

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 925 284 2800

Email: bramsey@ramseylawgroup.com

Correspondent Name: Bruce Ramsey
Address Line 1: 250 Lafayette Circle

TRADEMARK REEL: 004197 FRAME: 0419 OP \$65.00 3362968

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Address Line 2: Suite 200 Address Line 4: Lafayette, CAI			
ATTORNEY DOCKET NUMBER:	SCOTT STREET PORTFOLIO		
NAME OF SUBMITTER:	Bruce Ramsey		
Signature:	/bruce ramsey/		
Date:	05/03/2010		
Total Attachments: 1 source=assignment agreement#page1.tif			

TRADEMARK REEL: 004197 FRAME: 0420

## AGREEMENT FOR THE ASSIGNMENT OF TRADEMARKS

This Agreement for the Assignment of Trademarks ("Agreement"), effective April 23, 2010 ("Effective Date"), is between Scott Street Portfolio, Inc. ("Company"), a California corporation, and Jim Buckley and Mitchell Clark (collectively, the "Assignees"). In consideration of the mutual promises exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- Company obtained a United States Federal registration of the trademarks known as Nobilissima, registration number 3362968, and D'Aragon (with a design), registration number 3739636 (collectively, the "Marks").
- 2. Assignees are the founders and sole shareholders of Company. Assignees and Company have agreed that in order to reduce Company's trademark maintenance costs and generate some revenue, Company should assign ownership of the Marks to Assignees, and then enter into a license agreement with Assignees for the use of Marks, on a nonexclusive basis.
- 3. To implement said policy, Company hereby assigns all of Company's rights in the Marks to Assignees for two hundred and fifty dollars (\$250.00). The Parties shall cooperate with each other and file the appropriate documentation, including this Agreement, to cause the USPTO to record this assignment and reflect Assignees as the owner of the Marks.
- 4. Upon executing this Agreement Assignees shall have all rights in and all rights to use the Marks; and Assignees shall become fully responsible for maintaining the registration of the Marks and preventing and halting any infringement of the Marks.
- 5. Any notice and other communication under this Agreement shall be in writing and shall be sent to the address set forth below or to such other address as either Party may specify later in writing. Such notices and other communications may be sent by overnight courier, electronic mail, facsimile, or certified or registered mail, and shall be deemed received upon written verification of receipt.
- 6. Any failure to enforce a Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- 7. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not render this Agreement, or any other provision herein, invalid or unenforceable, and, any such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of such law or court decision.
- This Agreement shall be governed by and construed in accordance with the laws of California.
- 9. This Agreement constitutes the entire agreement between the Parties regarding the assignment of the Marks, and supersedes all prior understandings of the Parties relating to the assignment of the Marks. Each Party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, shall be binding on any Party, or anyone acting on behalf of any Party, unless expressly set forth herein. Any modification or amendment of this Agreement shall be effective only if in writing signed by both of the Parties.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

Company: Scott Street Portfolio, Inc.

Jim Buckley, Secretary

Address: 3684 Mt. Diablo Blvd. Lafayette, CA 94549 Assignces: Jim Buckley and Mitchell Clark

Jim Buckley

Mitchell Clark

Address: 4080 Happy Valley Road

Lafayette, CA TRADEMARK

RECORDED: 05/03/2010 REEL: 004197 FRAME: 0421