

## 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
PACIFIC UNION INTERNATIONAL, INC.		12/01/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Victoria L. Gindele		
Street Address:	18990 Coyote Valley Road, Suite 15		
City:	Hidden Valley Lake		
State/Country:	CALIFORNIA		
Postal Code:	95467		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Erica Bergstrom		
Street Address:	18990 Coyote Valley Road, Suite 15		
City:	Hidden Valley Lake		
State/Country:	CALIFORNIA		
Postal Code:	95467		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3253553	MORGAN LANE	
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>			
Email:	david@davidherzoglegal.com		
Correspondent Name:	David Herzog		
Address Line 1:	248 3rd Street #609		
Address Line 4:	Oakland, CALIFORNIA 94607		

OP \$40.00 3253553

NAME OF SUBMITTER:	David Herzog
Signature:	/david herzog/
Date:	12/01/2013
<b>Total Attachments: 3</b> source=Assignment Morgan Lane FINAL FULLY EXECUTED 20140614 For Filing with USPTO#page1.tif source=Assignment Morgan Lane FINAL FULLY EXECUTED 20140614 For Filing with USPTO#page2.tif source=Assignment Morgan Lane FINAL FULLY EXECUTED 20140614 For Filing with USPTO#page3.tif	

SALE AGREEMENT AND ASSIGNMENT  
MORGAN LANE  
THE FINE ART OF FINE LIVING

This Sale Agreement and Assignment (the "Agreement") is entered into as of June 14, 2013 ("Execution Date") by and between Victoria Gindele and Erica Bergstrom, jointly and severally (collectively "V&E"), and Pacific Union International, Inc. ("PUI") (both occasionally referred to herein as the "Parties"), in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with reference to the following facts:

RECITALS

- A. PUI is the owner of all right, title and interests to that certain real estate industry branding known as Morgan Lane, registered June 19, 2007, as a Service Mark, Registration No. 3253553, and The Fine Art of Fine Property, registered April 9, 2007 as a Service Mark, Registration No. 2558175, as well as Morgan Lane Real Estate (unregistered) (collectively, the "Marks"), for the State of California.
- B. As of the Execution Date, V&E have been licensing the use of the Marks from PUI pursuant to an oral agreement with PUI (the "License Agreement").
- C. The Parties desire, and intend by this Agreement, to transfer the Marks from PUI to V&E.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, including the recitals set forth above and incorporated herein by this reference, the parties agree as follows:

SALE AGREEMENT AND RELEASE

NOW THEREFORE, in consideration of the foregoing facts and the terms and conditions set forth herein, the parties hereto agree as follows:

1. Sale. Subject to the terms and conditions set forth in this Agreement, PUI agrees to assign, sell, transfer and deliver to V&E and V&E agrees to purchase, acquire and accept from PUI, all the rights, title and interests in the Marks "As Is, How Is" for the sum of \$30,000 (the "Purchase Price"). The Purchase Price in good funds shall be made payable to "Pacific Union International, Inc." and sent to the address provided below. Payment of the Purchase Price shall be made in 6 equal monthly installments of \$5,000 each, with the first payment due upon the mutual execution of this Agreement, and subsequent payments due on each monthly anniversary thereof. There is no grace period for any payment due hereunder. The transfer and assignment of the Marks will become effective as of PUI's receipt of the final payment of the Purchase Price ("Transfer Date"). Until the Transfer Date, PUI agrees to continue to license the Marks to V&E pursuant to the License Agreement. Except that PUI agrees to waive the 3% licensing fee during the payment period.



Sale Agreement and Assignment

2. Maintenance Fees. As of the Transfer Date, V&E shall be responsible for any maintenance fees, annuities, extensions, filing or other related fees required by the United States Patent and Trademark Office to maintain the Marks.

3. Transfer. Upon the final payment due hereunder, PUI will execute and deliver such instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting completely the consummation of the transactions contemplated by this Agreement.

4. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of California.

5. Construction of Document. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

6. Final Expression. This Agreement (a) integrates all the terms and conditions mentioned herein or incidental hereto, (b) supersedes all negotiations, oral understandings and prior writings with respect to the subject matter hereof, and (c) is intended by the Parties as the final expression of the agreement with respect to the terms and conditions set forth in this Agreement, as the complete and exclusive statement of the terms agreed to by the Parties.

7. Attorneys' Fees. If any Party hereto institutes any judicial action, contested matter, or adversary proceeding against any other Party hereto in connection with any dispute or matter arising under or related to this Agreement or found to be released hereby or thereby, the prevailing party shall be entitled to recover its professionals' reasonable fees and expenses, including, but not limited to, fees and expenses of outside counsel; provided, that each Party agrees to bear his or her own costs, including, without limitation, the fees and expenses of counsel, in connection with the negotiation, preparation, and execution of this Agreement, through and including the date hereof.

8. Review by Counsel. Each Party represents and warrants that he or she has been represented by independent legal counsel of her own choice throughout all of the negotiations which preceded the execution of this Agreement and that this Agreement has been reviewed by such independent legal counsel. The Parties further acknowledge that, prior to execution of this Agreement, they and their counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Settlement Agreement.

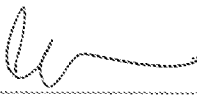
9. Notice. Any notice, request, or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery by reputable express mail courier service providing confirmation of delivery, e.g. Federal Express, to the address set forth below; or (ii) two (2) business days after being properly deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, and addressed as set forth below. Either party shall have the right to change its address for notice upon at least thirty (30) days prior written notice to the other party.


IN WITNESS WHEREOF, the undersigned has executed this Agreement intending to be legally bound on the Execution Date.

V&E

Pacific Union International, Inc.

  
Victoria Gindele

By: 

  
Erica Bergstrom

Print: Mark McLaughlin

6.13.2013

Its: CEO

18990 Coyote Valley Road, Suite 15  
Hidden Valley Lake, CA 95467

1 Letterman Drive, Building C, Suite 500  
San Francisco, CA 94129  
ATTN: CEO