

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Administrative Trust of the Loet Vanderveen Family Trust of 1983		12/17/2015	TRUST: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MAS Art, LLC		
Doing Business As:	Loet Vanderveen Legacy Editions		
Street Address:	500 Glenwood Circle #2211		
City:	Monterey		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86838892	LOET	
CORRESPONDENCE DATA			
Fax Number:	4156951116		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-641-1116		
Email:	tm@50balmy.com		
Correspondent Name:	Brooke Oliver, Esq.		
Address Line 1:	50 Balmy Street		
Address Line 4:	San Francisco, CALIFORNIA 94110		
NAME OF SUBMITTER:	Brooke Oliver, Esq.		
SIGNATURE:	/Brooke Oliver/		
DATE SIGNED:	02/22/2016		
Total Attachments: 5			
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DISTRIBUTION, TRANSFER AND CONVEYANCE OF BUSINESS ASSETS TO MAS ART, LLC

MARTHA ANN SEIFERT and GARY T. SMITH, Co-Trustees of the LOET VANDERVEEN FAMILY TRUST OF 1983 (the "Trust"), hereby distribute, transfer, assign, and irrevocably convey to MAS ART, LLC, California business entity number 201523810229 (assignee of beneficiary MARTHA ANN SEIFERT) all of the trust's right, title and interest in and to that certain sole proprietorship commonly known as "Loet Vanderveen Sculpture."

MAS ART LLC and its designees are hereby and shall be the sole and exclusive distributor, licensor, and publisher of Loet Vanderveen Artwork and all of Loet Vanderveen's Intellectual Property and Intellectual Property Rights, as defined below, with the full and absolute power and rights to authorize, assign, sell, convey, license, gift, donate, exploit, revoke, display, exhibit, perform, reproduce, create derivative works of or otherwise transfer all such rights and powers, revocably or irrevocably, around the world, to galleries, foundries, publishers or others without limitation or restriction. subject only to the limited and non-exclusive reproduction and other rights granted to Crocker Art Museum Association ("CAMA") in a limited number of works of Loet Vanderveen Art donated to CAMA pursuant to the "Agreement for the Loet Vanderveen Collection, Expansion and Endowment Gift" dated April 4, 2007 (the "CAMA Gift").

I. The following definitions apply for the purposes of this Distribution, Transfer, and Conveyance of Business Assets to Mas Art, LLC (the "Conveyance"):

1. "**Loet Vanderveen Artwork**" means all works of art created by Loet Vanderveen or under his direction or authority, whether created before death or posthumously by the Trust before the effective date of this Conveyance, that is affixed in any tangible means of expression, and was in the possession, custody or control of Loet Vanderveen Sculpture at the time of Vanderveen's death, or is now in the possession, custody or control of the Trust, including but not limited to molds used for the creation of individual or multiples (editions) of sculptures ("Molds"), cast or partially-cast sculptures and editions, drawings, paintings, illustrations, doodles, sketches, graphics, graphic designs, designs, sketchbooks, patinas, and other artwork in any material or medium, completed or incomplete, in final or draft form. "Loet Vanderveen Artwork" includes all Loet Vanderveen Artwork on consignment or loan to any gallery or person anywhere in the world.

2. "**Intellectual Property**" means the intangible yet valuable products of the human Intellect for which property rights are recognized by law, including but not limited to brand

DISTRIBUTION, TRANSFER AND CONVEYANCE OF BUSINESS ASSETS TO MAS ART, LLC

names and logos; musical, literary, and artistic works; formulas, techniques, discoveries and inventions; words, phrases, symbols and designs; participant, volunteer, employee, vendor, funder, client, service provider, and other contact information and lists. Intellectual Property includes, but is not limited to, copyrights, trademarks, patent rights, industrial design and invention rights, trade secrets, rights in a person's name, voice, likeness and signature (rights of publicity); moral rights of integrity and attribution, and rights against unfair competition.

3. "**Intellectual Property Right**" means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any copyright, patent law or other invention or discovery law; right existing in any publicity, performance, resale royalty, or moral rights law, trade-secret law, confidential information law, integrated circuit topography law, semi-conductor chip protection law, industrial design law, trademark law, unfair competition or trade practices law, or other similar laws and includes rights set forth in governmental statutes, regulations, ordinances and rules and rights established by judicial decisions under common law or equity, and applications and registrations for the foregoing; Intellectual Property Right also includes all possible claims (including claims against third parties), asserted or unasserted, arising from or related to the foregoing, including but not limited to claims for infringement of Intellectual Property Rights.

II. The tangible and intangible assets distributed, transferred, assigned, and conveyed hereby include but are not limited to the following, and shall include any and all assets owned by or used in that business whether or not such assets are mentioned herein:

1. **Office and Art-Related equipment, furniture and furnishings**, including but not limited to tools and other equipment used to create sculptures and other works of art.

2. **Electronic Business Equipment**, such as computers and their peripherals, fax machines, typewriters, etc. and all software and files stored thereon;

3. **Business Records and Files**, including all financial records and tax returns; customer and gallery lists; foundry, vendor and supplier information and contact information; and other business and trade information and documents, whether in hard copy or electronic files, and the ongoing right to continue to do business with such persons or to cease doing business with them, in Mas Art, LLC's sole and absolute discretion;

DISTRIBUTION, TRANSFER AND CONVEYANCE OF BUSINESS ASSETS TO MAS ART, LLC

4. All **Loet Vanderveen Artwork** except that transferred to CAMA in the CAMA Gift;

5. All **Intellectual Property** and all **Intellectual Property Rights** in and to all **Loet Vanderveen Artwork** and business records, including without limitation or restriction the entire ownership of and title to all copyrights in all **Loet Vanderveen Artwork**, all trademarks and trade names, the right to use (and grant others the right to use) the Molds (or any **Loet Vanderveen Artwork**) to cast new editions, to complete existing editions, to cast individual sculptures, or to create other works of art or other materials, in any manner or medium, now known or hereafter discovered, for assignment, sale, conveyance, gift, donation, exploitation, revocation, license, display, exhibition, reproduction, creation of derivative works, or for any other purpose to galleries, other sellers, distributors, publishers, museums, or other places or persons without restriction.

a. This Conveyance of **Intellectual Property** and **Intellectual Property Rights** includes all rights, title, and interest of ownership and authorship that may legally be transferred, subject to the nonexclusive rights transferred in the CAMA Gift. Rights granted in the CAMA Gift were nonexclusive and did not include a right to sue or any transfer of ownership or title in or to any of the copyrights in the **Loet Vanderveen Artwork** that was contributed to CAMA.

b. This Conveyance of **Intellectual Property** and **Intellectual Property Rights** includes the continuing and exclusive right to protect such **Intellectual Property** and **Intellectual Property Rights** from infringement, use or exploitation by any unauthorized persons, including but not limited to the right file lawsuits, to the fullest extent under the laws of any jurisdiction anywhere in the world, and such rights are transferred along with the ownership of the copyrights in all **Loet Vanderveen Artwork**, and is not merely a transfer of a right to sue..

c. This Conveyance of **Intellectual Property** and **Intellectual Property Rights** includes the exclusive and absolute right to revoke or terminate any and all rights granted to others by **Loet Vanderveen** during his lifetime, or by the Trust, subject only to any restrictions on such revocation or termination that would have applied to **Loet Vanderveen** during his lifetime or to the Trust, such as surviving contractual grants, such as the non-exclusive reproduction rights granted to CAMA in objects transferred to CAMA in the CAMA Gift.

5. The exclusive right, title and interest in and to any and all images and reproductions of **Loet Vanderveen Artwork** affixed in any tangible medium of expression such as photographs

DISTRIBUTION, TRANSFER AND CONVEYANCE OF BUSINESS ASSETS TO MAS ART, LLC

or digital files ("Images"), whether now existing or later created, including but not limited to all **Intellectual Property Rights** in such Images to the extent such **Intellectual Property Rights** were owned by Loet Vanderveen at his death or created by the Trust posthumously; along with the right to authorize, assign, sell, convey, license, gift, donate, exploit, revoke, display, exhibit, perform, reproduce, create derivative works of or otherwise transfer such Images and the exclusive right to protect such Images and the **Intellectual Property Rights** therein from infringement, use or exploitation by unauthorized persons to the fullest extent under the laws of any jurisdiction anywhere in the world.

6. The exclusive right, title and interest in and to the name, voice, likeness and signatures of "Loet Vanderveen," "Loet," "Loet Vanderveen Sculpture", "Loet Vanderveen Legacy Editions" and any derivations thereof, including all rights, title and interest in and to all **rights of publicity** in Loet Vanderveen's name, voice, likeness and signatures as provided under law for a deceased person who resided in California at his death, including the right to register such rights of publicity in any jurisdiction. This Conveyance includes, without limitation, the right to authorize, assign, sell, convey, license, gift, donate, exploit, revoke, display, exhibit, perform, reproduce, create derivative works of or otherwise transfer such name, voice, likeness or signatures and the Intellectual Property Rights therein, and the exclusive right to apply to register and register trademarks, affix or authorize affixation of Loet Vanderveen signatures on Loet Vanderveen Artworks, and to protect the names or any other name that includes the words "Loet Vanderveen", "Loet", and Loet Vanderveen's name, voice, likeness and signatures from infringement, use or exploitation by unauthorized persons to the fullest extent of the laws of any jurisdiction anywhere in the world.

7. Any and all other **Intellectual Property** and **Intellectual Property Rights** arising from or related to Loet Vanderveen, the Loet Vanderveen Sculpture business, or Loet Vanderveen Artwork, whether or not specifically set out above, recognized by any jurisdiction, nation or court, under statutory or common law, now known or hereafter created, anywhere throughout the world, and the exclusive right to apply for registration and register and enforce such Intellectual Property Rights any where in the world, and to assign, license or transfer such rights, without any restriction whatsoever.

8. Accounts receivable of said sole proprietorship.

9. Other receivables of said sole proprietorship.

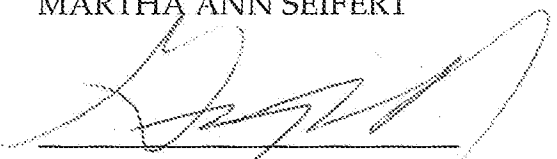
DISTRIBUTION, TRANSFER AND CONVEYANCE OF BUSINESS ASSETS TO MAS ART, LLC

- 10. Accounts payable of said sole proprietorship.
- 11. Any other asset of that sole proprietorship, whether or not specifically mentioned herein.

This distribution, transfer, and conveyance shall be effective the date indicated below.

Dated: 12-17-15


MARTHA ANN SEIFERT


GARY T. SMITH

Co-Trustees, Loet Vanderveen
Family Trust of 1983