

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dine Development Corporation		06/26/2018	Federally-Recognized Indian Tribe:
RECEIVING PARTY DATA			
Name:	Navajo Nation		
Street Address:	P.O. 307		
City:	Window Rock		
State/Country:	ARIZONA		
Postal Code:	86515		
Entity Type:	Federally-Recognized Indian Tribe: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5404969	NAVAJO	
CORRESPONDENCE DATA			
Fax Number:	2066233384		
<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:	2064280561		
Email:	kswope@kellerrohrback.com		
Correspondent Name:	Karin Swope		
Address Line 1:	1201 3rd Avenue, Suite 3200		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Karin Swope		
SIGNATURE:	/Karin Swope/		
DATE SIGNED:	07/16/2018		
Total Attachments: 2			
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OP \$40.00 5404969

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of the date of execution of this Assignment, by and between Diné Development Corporation. (“Assignor” or “DDC”), a corporation wholly owned by the Navajo Nation, and organized under the laws of the Navajo Nation, located at P.O. Box 307, Window Rock, AZ, 86515, and the Navajo Nation, a federally recognized Indian tribe, located at P.O. Box 2010, Window Rock, AZ, 86515 (“Assignee”).

WHEREAS, Assignor is the owner of the actual trademark identified as follows:

NAVAJO

USPTO Registration No. 5404969 (“Trademark”)

WHEREAS, Assignee wishes to acquire back the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. For valuable consideration as agreed to by the parties.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the owner of the Trademark;
 - (c) The Trademark does not infringe on the rights of any person or entity;
 - (d) There are no pending claims with respect to Assignor's rights in the Trademark;
 - (e) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement. DDC is a wholly owned corporation of the Navajo Nation, and this assignment is purely administrative in nature, and therefore does not constitute a transfer of rights from DDC to another party in contravention of any license agreement entered in to by the DDC. The Navajo Nation already has a right in the “Navajo” trademarks because the DDC is a corporation that is wholly owned by the Navajo Nation. This assignment is being made for administrative purposes, but does not constitute an assignment of a trademark owned by the DDC to a party outside of the Navajo Nation.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by Navajo Law, and in the event no law exists under Navajo law, then under the laws of New Mexico.

ASSIGNOR

Diné Development Corporation

By: Ronald C Wood

Its: Chrm of Board

Date: 05/30/18

ASSIGNEE

The Navajo Nation

By: Kevin Payne

Its: President

Date: 6/26/18