

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495238

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900466004 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dine Development Corporation | | 05/30/2018 | Corporation: ARIZONA |
| 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: | 2237848 | 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: | 10/24/2018 | | |
| Total Attachments: 2 | | | |
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| source=Trademark Assignment 2237848#page2.tif | | | |

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. 2237848 (“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, and 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: Russell Feggy
Its: President
Date: 6/26/18