Service Mark and Trademark Assignment

This Service Mark and Trademark Assignment Agreement (the "Agreement") is made and effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Assignee”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Assignor").

WHEREAS, Assignor is the creator of the service marks and/or trademarks as set forth on Attachment A to this Assignment agreement;

WHEREAS, Assignor created these service marks and/or trademarks in the normal course of their duties with the California state agency, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the service marks and /or trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the service marks and/or trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the service marks and/or trademarks.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, and in any applicable jurisdictions outside the United States, to record the transfer of the service marks and/or trademarks as authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment agreement as of the date first written above.

Assignor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_