

**GENERAL ASSIGNMENT OF ASSETS
TO REVOCABLE TRUST
AND
NOMINEE AGREEMENT**

1. **Assignment**

1.1. By a Declaration of Trust dated contemporaneously with this General Assignment and Nominee Agreement, **A. THOMAS QUINN** (hereinafter referred to as the "Settlor") established a revocable inter vivos trust known as **THE A. THOMAS QUINN REVOCABLE TRUST** (hereinafter referred to as the "Trust"). The Settlor is the Trustee of the Trust. As used herein, the term "Trustee" refers to the Settlor as Trustee of the Trust and to any person or institution serving as successor Trustee of the Trust. The Settlor herewith assigns to the Trustee all right, title and interest in and to all real and personal property, tangible and intangible, now owned or hereafter acquired by the Settlor individually as his separate property, including, by way of illustration and not by way of limitation, all of his jewelry, clothing, household furniture and furnishings, personal automobiles, books and other tangible articles of a personal nature; real property; publicly traded or privately held stocks, bonds or other securities; partnership interests, whether as a general or as a limited partner; sole proprietorships; cash, certificates of deposit and savings or similar accounts at any bank or savings and loan association. Notwithstanding the preceding, this assignment shall not apply to (i) shares of stock of a professional corporation or partnership interests in professional partnerships if the transfer of such shares or partnership interests to the Trustee would be prohibited by law; (ii) incentive stock options, qualified stock options, stock acquired by the exercise of an incentive stock option or qualified stock option if the transfer of such options or stock to the Trustee would constitute a disqualifying disposition described in Internal Revenue Code §421(b); (iii) any interest in a qualified plan or trust, including without limitation an IRA, 401(k) account, or pension, profit sharing, Keogh or similar plan; and (iv) any interest in real or personal property if the foregoing assignment would be in violation of any restriction pertaining thereto.

1.2. The Settlor agrees to execute such other and additional documents as may be necessary to perfect title to all such property now owned or hereafter acquired by him as separate property in the name of the Trustee.

2. **Nominee Agreement**

2.1. Paragraph 6.1.d. of the Trust provides that the Trustee has the power to hold property in the name of the Trustee, with or without revealing fiduciary capacity, a nominee, or in bearer form.

2.2. The Trustee has determined that (i) in order to minimize difficulties involved in receiving, holding, and transferring the record title to certain kinds of trust assets, it is advisable to utilize a nominee arrangement with respect to the record title to such trust assets and that (ii) a nominee arrangement under the terms and conditions set forth below would be a suitable form of nominee for the Trust.

2.3. The Settlor agrees to act as nominee of the Trustee. Any and all properties of any kind whatsoever at any time held in any manner by or recorded in the name of the Settlor as his separate property shall be "nominee held properties" and shall be held by the Settlor, solely for the account of the Trustee. This Paragraph shall not apply if the Settlor takes title to property accompanied by a contemporaneous writing executed by him, which writing specifically refers to this Nominee Agreement and manifests an intent to hold title to such property for his individual benefit and not as nominee of the Trustee. Nor shall this Paragraph apply if the title to any property clearly indicates that the Settlor does not hold property for the account of the Trustee (such as where the Settlor holds property in his capacity as a trustee of another trust); titling property solely in the Settlor's name shall not be considered such a clear indication of a contrary intent, however. This Paragraph shall also not apply to (i) shares of stock of a professional corporation or partnership interests in professional partnerships if holding such shares or partnership interests as nominee for the Trustee would be prohibited by law; (ii) incentive stock options, qualified stock options, stock acquired by the exercise of an incentive stock option or qualified stock option if holding such options or stock as nominee for the Trustee would constitute a disqualifying disposition described in Internal Revenue Code §421(b); and (iii) any interest in a qualified plan or trust, including without limitation an IRA, 401(k) account, or pension, profit sharing, Keogh or similar plan.

2.4. The Settlor shall not buy, sell, own, hold, borrow, pledge, or otherwise in any manner deal with or in any nominee held property for his individual account or for the account of anyone other than the Trustee as hereinafter provided, and then only pursuant to the specific instructions of the Trustee.

2.5. The Trustee, acting as Trustee and not individually, shall at all times protect and indemnify the Settlor against and save him harmless of and from any and all costs, expenses, damages, claims, demands, and liabilities of whatsoever kind and character that may arise out of this Nominee Agreement or the performance thereof or may be incurred with respect to any nominee held properties or with respect to any transactions involving or concerning such nominee held properties which may have been ordered or directed by the Trustee.

2.6. Promptly upon request of the Trustee, the Settlor shall from time to time execute and deliver to the Trustee all such assignments, deeds, powers of attorney, proxies, waivers, orders, declarations of trust, disclaimers, notes, mortgages, pledges, and other documents, general or specific, as may be presented to him by the Trustee for execution with respect to any nominee held properties. Furthermore, since it is the intention of all concerned that all transactions by the Settlor involving nominee held properties shall be limited to those which are specifically directed by the Trustee, no transaction of any kind involving nominee held properties or the record title to such properties shall be entered into or carried out by the Settlor except upon the express direction of the Trustee, and all such transactions shall be considered for all purposes as being in fact the transactions of the Trustee. All checks, drafts, and orders for the payment of money that are received by the Settlor on account of or relating to any nominee held properties, whether in the form of dividends, interest, proceeds of sale, or otherwise, shall forthwith be duly endorsed and deposited in such bank account or accounts as shall be designated by the Trustee.

2.7. Upon the death, incapacity to act or adjudicated bankruptcy of the Settlor, this Nominee Agreement shall terminate, and the Settlor or his personal representative shall transfer and deliver record title and possession to all nominee held properties to the Trustee or to his designated nominee. The Settlor and his personal representative shall make and file such certificates, documents and transfers of record as are deemed by the Trustee to be necessary to establish good title ownership to all such nominee held properties in the Trustee or his designated nominee, as the case may be.

3. **Binding Effect**

This General Assignment of Assets to Revocable Trust and Nominee Agreement is binding upon the Settlor, his heirs, assigns, successors in interest and personal representatives and may be specifically enforced by the Trustee of the Trust.

Executed on 3-9-05, at Los Angeles, California.



A. THOMAS QUINN, individually and as
Trustee of ~~THE A. THOMAS QUINN~~
REVOCABLE TRUST

NOTARIAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On 3-9-05, before me, Maria E San Miguel,

Notary Public, personally appeared **A. THOMAS QUINN**, personally known to me **OR** proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Handwritten Signature]

Notary Public