

ASSIGNMENT

This Assignment is entered into by and among MJE Marketing Services, Inc., a California Corporation (“MJE”), Moore Iacofano Goltsman, Inc., a California corporation (“MIG”), and the San Diego Unified Port District (Client) effective as of this 1st day of January 2018.

RECITALS

A. On or about January 1, 2017, MJE and Client entered into a contract (the “Contract”) whereby MJE agreed to provide on call Marketing and Communication services in connection with the San Diego Unified Port District, Client contract # 247-2016SN, (“Project”), located in the City of San Diego, CA. (a true and correct copy of the Contract is attached hereto and incorporated herein by reference as Exhibit A.) Work on the Project is currently underway and obligations remain due from both MJE and Client.

B. Effective January 1, 2018, MIG and MJE merged. The MJE staff has joined MIG, and Marlee Ehrenfeld has become an employee at MIG. MIG has acquired substantially all of the assets of MJE, including MJE’s rights and interest in and to the MJE contracts existing as of the effective date. The former MJE office is henceforth referred to as MIG/MJE.

C. Client and MJE agree to MIG assuming MJE’s role as the Prime Consultant for the Projects, and accordingly, wish to assign to MIG, MJE’s interests in and to the Contract.

D. It is MIG’s intent that MIG/MJE will continue to perform the services under these contracts. In consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. Client agrees that MJE may assign to MIG its rights and obligations under the Contract, as provided in this Assignment, effective as of January 1, 2018.
2. MIG and Client agree that Marlee Ehrenfeld will continue to be the Project Manager in Charge of this project and that project budgets and timelines will not be affected by this transfer of rights and obligations.
3. MJE hereby delegates to MIG, and MIG promises and agrees to perform, all of the obligations due from MJE that accrue on or after January 1, 2018 pursuant to the Contract. Client agrees to accept performance of the remaining obligations of the Contract from MIG. Client acknowledges that MIG is assuming all responsibility and liability arising from the performance or non-performance of any obligations of the Contracts accruing prior to and after January 1, 2018. Liability arising from the performance or non-performance of any obligations of the Contract will be covered by professional liability insurance that MIG will continue to maintain per the Contract.

4. All of MJE's rights with respect to Client's obligations accruing on or after January 1, 2018 under the Contracts shall be transferred from MJE to MIG. All payments due under the Contract shall be made payable to MIG and delivered to 800 Hearst Ave., Berkeley, CA 94710.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. Any dispute concerning or arising from this Assignment shall be resolved in the manner specified in the contract described in Paragraph A, above. In the event of any dispute concerning or arising from this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys' fees.

7. This writing constitutes the entire understanding between the parties with respect to the matters herein described. Except as otherwise expressly provided herein, the provisions of this Assignment may not be waived, altered, amended, or repealed, in whole or in part, except with the written approval of the parties hereto.

Dated: _____

MJE Marketing Services, Inc.



By: Marlee Ehrenfeld, President

Dated: _____

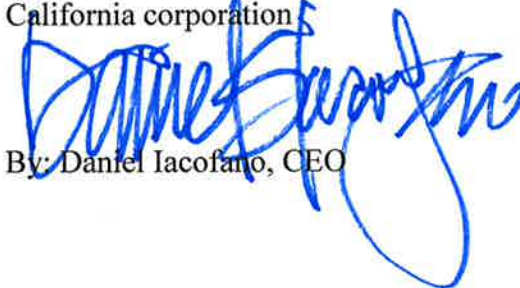
SAN DIEGO UNIFIED PORT DISTRICT

By: _____

Title: _____

Dated: _____

MOORE IACOFANO GOLTSMAN, INC., a
California corporation



By: Daniel Iacofano, CEO