# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM357065

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
R.W. Garcia Co., Inc.		01/01/2015	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	R.W. Garcia Co., Inc.
Street Address:	521 Parrot Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95112
Entity Type:	CORPORATION: NEVADA

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3146202	GARCIA LO'S
Registration Number:	4099041	HOLIDAY
Registration Number:	4099042	LIBERTY
Registration Number:	3700305	MIXTBAG
Registration Number:	2036751	SALAD EATOS
Registration Number:	4648011	TORTATOS

### CORRESPONDENCE DATA

Fax Number: 4089984790

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.

Phone: 408-286-9800

Email: trademark@hopkinscarley.com Gail M. Hashimoto/Hopkins & Carley Correspondent Name:

Address Line 1: 70 South First Street Address Line 2: The Letitia Bldg.

Address Line 4: SAN JOSE, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	07956-003
NAME OF SUBMITTER:	Noelle D. Azzopardi
SIGNATURE:	/Noelle D. Azzopardi/
DATE SIGNED:	10/01/2015

# **Total Attachments: 4**

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment is made, effective as of the 1st day of January, 2015, by R.W. Garcia Co., Inc., a corporation organized under the laws of the state of California (the "Assignor") with offices at 521 Parrott Street, San Jose, California, 95112; and R.W. Garcia Co., Inc., a corporation incorporated in the state of Nevada ("Assignee") with offices at 521 Parrott Street, San Jose, California, 95112; with respect to the trademarks set forth on Schedule 1 attached hereto (the "Trademarks")

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
- (a) the trademark registrations and trademark applications set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth on <u>Schedule 1</u> hereto, the transfer of such applications accompanies the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Assignment has been executed to be effective as of the date first above written.

R.W. Garcia Co., Inc. a dalifornia corporation

By:

Robert W. Garcia, President

ACCEPTED BY:

R.W. Garcia Co., Inc., a Nevada corporation

By:

Robert W. Garcia, President

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# SCHEDULE 1

# Trademarks

Trademark	Registration No.	Registration Date	Country
GARCIA LO'S	3146202	09/19/2006	U.S.
HOLIDAY & Design	4099041	02/14/2102	U.S.
LIBERTY & Design	4099042	02/14/2012	U.S.
MIXTBAG Stylized	3700305	10/20/2009	U.S.
SALAD EATOS	2036751	02/11/1997	U.S.
TORTATOS & Design	4648011	12/02/2014	U.S.

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RECORDED: 10/01/2015 REEL: 005635 FRAME: 0431