

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
El Chilar Rodriguez Distributors, Inc.		08/31/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	El Chilar-Huff, LLC		
Street Address:	615 Superior Commerce Boulevard		
Internal Address:	Suite 102		
City:	Apopka		
State/Country:	FLORIDA		
Postal Code:	32703		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3002597	EL CHILAR THE FINEST QUALITY PRODUCTS!	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.589.4250		
Email:	dtobin@bakerlaw.com		
Correspondent Name:	Donna A. Tobin		
Address Line 1:	Baker Hostetler		
Address Line 2:	45 Rockefeller Plaza, 14th Floor		
Address Line 4:	New York, NEW YORK 10111		
ATTORNEY DOCKET NUMBER:	049237.000001		
NAME OF SUBMITTER:	Kimberly M. Maynard		
SIGNATURE:	/Kimberly M. Maynard/		
DATE SIGNED:	04/22/2014		
Total Attachments: 4			
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source=signed_assignment_of_trademarks_Chilar#page2.tif			
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TRADEMARK

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into effective as of August 31, 2007, by and between El Chilar Rodriguez Distributor, Inc., a Florida corporation, ("Assignor"), and El Chilar-Huff, LLC, a Florida limited liability company ("Assignee"). Assignor and Assignee may be referred to in this Assignment individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Assignor executed an Amended and Restated Purchase and Contribution Agreement dated as of August 31, 2007 (the "Agreement") pursuant to which all of its assets were contributed to Assignee; and

WHEREAS, Assignor is the owner of certain Trademarks as described on Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, Assignor consistent with the Agreement desires to assign its entire right, title and interest in and to the Trademarks, and Assignee desires to acquire such entire right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT


1. **Assignment.** Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the Trademarks and all rights corresponding thereto throughout the world; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment not been made, for the United States and all foreign countries.

2. **Protection and Enforcement.** Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Trademarks with the same legal force and effect as if executed by Assignor. Assignor further agrees to do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Trademarks, including without limitation, executing such documents as Assignee may reasonably request.

3. **Miscellaneous.** This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Delaware, United States, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Trademarks.

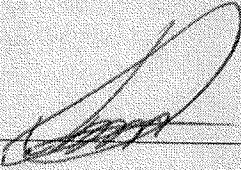
IN WITNESS WHEREOF, the undersigned has signed this assignment as of the 31st day of August, 2007.

ASSIGNOR:

By: 
Its: _____

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

By: 
Its: _____

672597

MD

Schedule 1

8/27/13

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Word Mark EL CHILAR THE FINEST QUALITY PRODUCTS!
Translations The spanish word the El Chilar means chili's plantations.
Goods and Services IC 030. US 046. G & S: SPICES, NAMELY, PEPPERS, SEASONINGS IN GENERAL, AND SPICES. FIRST USE: 20030501. FIRST USE IN COMMERCE: 20030501
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 09.05.05 - Sombreros, cowboy hats (10 gallon hats), other broad-brimmed hats
24.09.07 - Advertising, banners; Banners
Serial Number 78239313
Filing Date April 17, 2003
Current Basis 1A
Original Filing Basis 1B
Published for Opposition October 5, 2004
Registration Number 3002597
Registration Date September 27, 2005
Owner (REGISTRANT) El Chilar Rodriguez Distributors, Inc. CORPORATION FLORIDA 615 Superior Commerce Blvd. ste.102 APOPKA FLORIDA 32703

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "THE FINEST QUALITY PRODUCTS"
APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 8 (6-YR).

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