

04/23/2014

Form TPO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



REC

103667174

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4-18-14

1. Name of conveying party(ies):

Pros and Son's, LLC

- Individual(s)
- Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 8, 2014

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CNG Ranch, LLC

Street Address: 1201 N. Magnolia Avenue

City: Anaheim

State: California

Country: United States Zip: 92801

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

77/192212

B. Trademark Registration No.(s)

3878572, 3862666, 3637734

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Darren P. Trone, Esq.

Internal Address: \_\_\_\_\_

Street Address: 3838 Orange Street

City: Riverside

State: California Zip: 92501

Phone Number: 951-686-2975

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/23/2014 HTON11 04/23/2014 77192212  
 01 FC:0521  
 Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

TRADemark PROCESS RECEIVED  
 APR 18 2014  
 PATENT & TRADEMARK OFFICE  
 9 38



\*04-18-2014\*

U.S. Patent and Trademark Office #72

Signature

Robert B. Weir

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005266 FRAME: 0403

## TRADEMARKS ASSIGNMENT

This Trademarks Assignment (hereinafter referred to as "Assignment") is effective as of the 10th day of February, 2014, by and between, Pros and Son's, LLC, a California limited liability company, formerly known as PRO AND SON'S, INC., a California corporation and/ or PRO & SONS, INC., a California corporation having a place of business at 1602 East Roosevelt Street, Phoenix, AZ 85006 (hereinafter referred to as "ASSIGNOR"), and CNG Ranch, LLC, a Delaware limited liability company having a place of business at 1201 N. Magnolia Avenue, Anaheim, CA 92801 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the Trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal and state Trademarks registrations and applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Applications worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Applications and Registrations worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

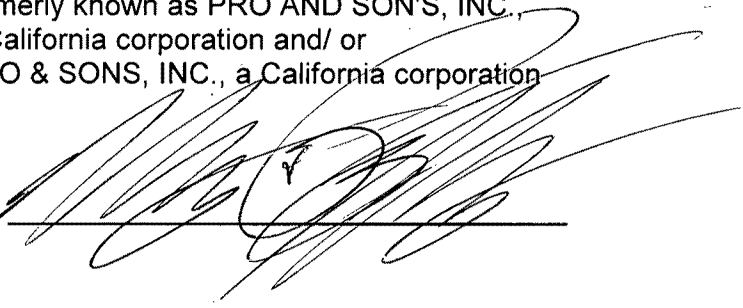
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Application(s) and Registration(s) set forth in Schedule B; and
- (3) any other registered or unregistered Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademarks, Application(s) and Registration(s), and other registered or unregistered Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct. Executed at ONTARIO, California, this 8th day of April, 2014.

Pros and Son's, LLC,  
a California limited liability company,  
formerly known as PRO AND SON'S, INC.,  
a California corporation and/ or  
PRO & SONS, INC., a California corporation

By:  \_\_\_\_\_

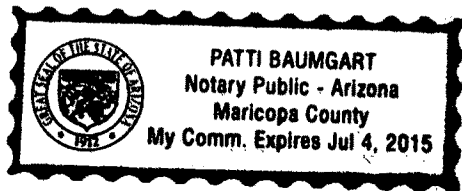
Its: President \_\_\_\_\_

STATE OF ARIZONA  
 ) ss.  
COUNTY OF MARICOPA

On 4/8/14, before me, PATTI BAUMGART notary public, personally appeared MICHAEL A. PROVENZANO JR who 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.

[SEAL]



Patti Baumgart  
Signature

**SCHEDULES TO TRADEMARKS ASSIGNMENT**

**SCHEDULE A**

Marks: PRO'S RANCH MARKETS (Standard Characters)  
 PRO'S RANCH MARKETS (Stylized)  
 RANCHIE THE BULL  
 PRO & SONS

<b><u>SCHEDULE B</u></b>				
Federal Trademarks Registration(s):				
<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>	
PRO'S RANCH MARKETS	3878572	11/23/2010	29,30,32,35	
PRO'S RANCH MARKETS	3862666	10/19/201	29,30,32,35	
RANCHIE THE BULL	3637734	6/16/2009	35	
Federal Trademark Application(s):				
<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>	
PRO & SONS	77/192,212	5/29/2007	ABANDONED	
State Trademarks Registration(s):				
<u>STATE</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CLASS</u>
AZ	PRO'S RANCH MARKET	328042	9/17/2004	
AZ	Phoenix Ranch Market	329714	10/12/2004	