

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andean Sun Produce, Inc.		10/24/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Andean Sun Produce, LLC		
Street Address:	8150 NW 81 Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33166		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1515674	GOLD CUP	
CORRESPONDENCE DATA			
Fax Number:	3054367429		
<i>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.</i>			
Phone:	3053628118		
Email:	jalcoba@miamipatents.com		
Correspondent Name:	Juliet Alcoba		
Address Line 1:	3399 NW 72 Avenue		
Address Line 2:	#211		
Address Line 4:	Miami, FLORIDA 33122		
ATTORNEY DOCKET NUMBER:	GOLD CUP		
NAME OF SUBMITTER:	Juliet Alcoba		
SIGNATURE:	/Juliet Alcoba/		
DATE SIGNED:	12/28/2014		
Total Attachments: 3			
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OP \$40.00 1515674

ASSIGNMENT OF TRADEMARK

GOLD CUP

Reg. No. 1,515,674

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") is made and entered into as of this 24th day of October, 2014, by and between Andean Sun Produce, Inc., a Florida registered company (the "Assignor") and Andean Sun Produce, LLC a Florida registered limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor, as owner of that certain trademark "GOLD CUP" recorded in the U.S. Patent and Trademark Office under registration number **1515674** issue date December 6, 1988 a true copy of which is attached hereto as Composite Exhibit "A" (hereafter collectively "Trademark"), desires to transfer, assign in fee simple all of Assignor's rights and interest in and to the Trademark, including any common law rights and any associated goodwill under and with respect to the Trademark, to Assignee.

WHEREAS, Assignor is desirous of assigning all of its rights, title and interest in the Trademark in favor of the Assignee, and the Assignee is desirous of succeeding to all of Assignor's rights, title and interest under and with respect to the Trademark with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damage and profits for past infringements thereof, if any;

WHEREAS, Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's right, title, and interest in and to the Trademark in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

NOW THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Assignor hereby expressly assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in the Mark for good and valuable consideration, receipt of which is acknowledged
3. Assignor further remises, releases and quitclaims unto Assignee all of his right, title and interest in and to the Trademark and Assignor specifically waives any right or claim to entitlement or ownership in the Trademark based on common law.
4. The parties acknowledge and agree that this Assignment may be executed in multiple counterparts, and transmitted via telecopy, each such counterpart (whether transmitted via telecopy or otherwise), when executed, shall constitute an integral part of the one and the same agreement between the parties.

Initials Assignor / / Date

Initials Assignee / / Date

WITNESS WHEREOF, the parties have hereunto set their hands and seals and delivered this Assignment, as of the 24th day of October 2014.

Assignor: _____

Andean Sun Produce, Inc.
10544 NW 26th Street, Ste. E-204
Doral, FL 33172

Position of Assignor: Vice President

Print Name of Assignor:

Francis R. Telge

Assignee: _____

Andean Sun Produce, LLC
8150 NW 84 Street
Miami, FL 33166

Position of Assignee: Managing Member

Print Name of Assignee:

Francis R. Telge

Initials Assignor FTT Date _____
 Initials Assignee FTT Date _____
P. 2