

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM378880

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caravan Trading Company		03/30/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Caravan Foods II, Inc.		
Street Address:	c/o Cotton Creek Capital, 6300 Bee Cave Road		
Internal Address:	Building Two, Suite 445		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Corporation: Texas		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75862447	PANGEA WORLD BAKERS	
Serial Number:	78967103	MI COLONIA	
Serial Number:	78967127	PANADERIA MI COLONIA	
Serial Number:	78967171	PANADERIA MI COLONIA DESDE 1942	
CORRESPONDENCE DATA			
Fax Number:	8668151912		
<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:	206-753-1450		
Email:	eric.adler@milleregans.com		
Correspondent Name:	Eric Adler		
Address Line 1:	221 West Sixth Street, Suite 700		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Eric Adler		
SIGNATURE:	/Eric Adler/		
DATE SIGNED:	03/31/2016		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 30, 2016, is made between Caravan Trading Company, a California corporation (“**Seller**”), in favor of Caravan Foods II, Inc., a Texas corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of March 30, 2016 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- a. all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services owned by Seller, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications and (ii) issuances, extensions and renewals of such registrations and applications;
- b. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- c. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- d. 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
- e. 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.

- f. registrations of all internet domain names, including without limitation, the domain names set forth on Schedule 2 hereto, whether or not incorporating Seller's trademarks, registered to Seller in any generic top level domain by any authorized private registrar or governmental authority;

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. 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 Trademark 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.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

CARAVAN TRADING COMPANY

By  _____

Name: John Likovich

Title: CEO

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

BUYER:

CARAVAN FOODS II, INC.

By 

Name: Antonio DiGesualdo

Title: President

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Seller Name	Application No.	Registration No.	Mark	Comments
Caravan Trading Company	75862447	2528309	PANGEA WORLD BAKERS	
Caravan Trading Company	78967103	3261092	MI COLONIA	
Caravan Trading Company	78967127	3261093	PANADERIA MI COLONIA	
Caravan Trading Company	78967171	3340032	PANADERIA MI COLONIA DESDE 1942 (with design)	
Caravan Trading Company	78972731	N/A	READY-TO-GO	Registration Abandoned 2/22/2008

Schedule 2

ASSIGNED DOMAIN NAMES

Domain Name	Seller and Contact Info	Registrar
Caravantrd.com	Administrative Contact: Caravan bjsnider@infiniteideas.com 33300 Western Ave Union City, California 94587 United States +1 510 487 2600 Fax -- 999 999 9999 Technical Contact: Snider, BJ info@infiniteideas.com Infinite Ideas IT, Inc. 849 Almar Ave Ste 158 Santa Cruz, California 95060 United States +1.8314195185	Godaddy – www.godaddy.com