

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Esmeralda Farms, Inc.		06/07/2016	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Connectaflor, LLC		
<b>Street Address:</b>	1800 N.W. 89th Place		
<b>City:</b>	Doral		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33172		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3650720	ESMERALDA	
<b>Registration Number:</b>	3650721	FUNBUNCH	
<b>Registration Number:</b>	3800610	DOUBLE TIME	
<b>Registration Number:</b>	3800602	FUN TIME	
<b>Registration Number:</b>	3804263	ACTIVA	
<b>Registration Number:</b>	4276045	GO BANANAS	
<b>Registration Number:</b>	4301628	BRILLIANT STARS	
<b>Registration Number:</b>	4099525	ESMERALDA SYMPHONY	
<b>Registration Number:</b>	4491410	ESMERALDA BELLA	
<b>Registration Number:</b>	4568532	CANTATA	
<b>Registration Number:</b>	4368927	KATARI	
<b>Registration Number:</b>	4199126	MAGNET	
<b>Registration Number:</b>	4354359	STILETTO	
<b>Registration Number:</b>	4384345	CHECKMATE	
<b>Registration Number:</b>	4756158	PARTY TIME	
<b>Registration Number:</b>	4123006	SHOW TIME	
<b>Registration Number:</b>	4432977	GROOVY	
<b>Registration Number:</b>	4556273	CYCLONE	
<b>Registration Number:</b>	4201766	ESMERALDA	

OP \$540.00 3650720

Property Type	Number	Word Mark
Registration Number:	4707078	PLAYA BLANCA
Registration Number:	4681251	OPTIMA

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** cboehm@springutlaw.com  
**Correspondent Name:** Caroline Boehm  
**Address Line 1:** 45 Rockefeller Plaza  
**Address Line 2:** 20th Floor  
**Address Line 4:** New York, NEW YORK 10111

<b>NAME OF SUBMITTER:</b>	Caroline G. Boehm
<b>SIGNATURE:</b>	/CGB/
<b>DATE SIGNED:</b>	06/09/2016

**Total Attachments: 3**

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source=Assignment of Trademarks from Esmeralda to Connectaflor#page2.tif  
source=Assignment of Trademarks from Esmeralda to Connectaflor#page3.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment is made by and between Esmeralda Farms, Inc., a corporation organized and existing under the laws of State of Florida and having its address at 1800 N.W. 89<sup>th</sup> Place, Doral, FL 33172 (hereinafter referred to as the "Assignor")

and

Connectaflor, LLC, a limited liability company organized and existing under the laws of State of Florida and having its address at 1800 N.W. 89<sup>th</sup> Place, Doral, FL 33172 (hereinafter referred to as the "Assignee")

### PREAMBLE

WHEREAS the Assignor is the owner of certain trademarks and the registrations therefore as set forth in Exhibit A attached to this Assignment (hereinafter referred to as the "Registered Trademarks");

WHEREAS the Assignor agrees to sell to the Assignee all right, title and interest in and to the Registered Trademarks and the Assignee agrees to purchase said Registered Trademarks.

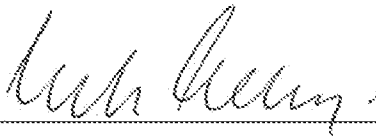
NOW THEREFORE, for good and valuable consideration, the receipt of which is duly acknowledged, it is hereby agreed as follows:

1. The Assignor hereby assigns unto the Assignee all right, title, and interest in the Registered Trademarks together with all the associated goodwill;
2. The Assignor hereby assigns, transfers and conveys to the Assignee all rights to institute or maintain legal proceedings, or to secure legal and/or administrative relief, as well as to collect damages including any form of compensation or other monetary award, in respect of any claims for infringement of, or other unauthorized use in relation to the Registered Trademarks which may have arisen or accrued prior to the effective date of this Assignment;
3. The Assignor undertakes, without additional consideration, to execute and/or to procure the execution and delivery of all assignment deeds, transfer documents, acquittances, acknowledgements, powers of attorney, as well as any other documents deemed necessary or appropriate by the Assignee to enable due recordal of the Assignment to be effected and completed in favour of the Assignee in all jurisdictions to which this Assignment relates;

4. The Assignor further undertakes to execute and/or have executed, any and all documentation necessary to confirm and/or to maintain in full force and effect any license recordals and/or authorized use recordals, wherever necessary or appropriate, so that the Assignee may enjoy the full benefit of this Assignment;
5. The Assignor appoints and constitutes the Assignee as its attorney-in-fact, with full power of substitution, for and on behalf of such Assignor in relation to any purpose or action necessary or appropriate to record and/or confirm the Assignment herein;

ESMERALDA FARMS, INC.

Date: JUNE 7<sup>th</sup>, 2016

By: 

**SCHEDULE "A"**

<b><u>Trade-mark</u></b>	<b><u>Application No.</u></b>	<b><u>Registration No.</u></b>
ESMERALDA	77636262	3,650,720
FUNBUNCH	77636273	3,650,721
DOUBLE TIME	77683675	3,800,610
FUN TIME	77682826	3,800,602
ACTIVA	77683682	3,804,263
GO BANANAS	77724545	4,276,045
BRILLIANT STARS	77746116	4,301,628
ESMERALDA SYMPHONY	77901214	4,099,525
ESMERALDA BELLA	85104383	4,491,410
CANTATA	85149591	4,568,532
KATARI	85149637	4,368,927
MAGNET	85156964	4,199,126
STILETTO	85171864	4,354,359
CHECK MATE	85181996	4,384,345
PARTY TIME	85284290	4,756,158
SHOW TIME	85285982	4,123,006
GROOVY	85384152	4,432,977
CYCLONE	85398347	4,556,273
ESMERALDA and Design	85519732	4,201,766
PLAYA BLANCA	86304456	4,707,078
OPTIMA	86303522	4,681,251