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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM405305

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nora Orozco		11/07/2016	INDIVIDUAL: UNITED STATES
Roger Orozco		11/07/2016	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Innoba Holdings LLC	
Street Address:	300 South Lewis Road	
Internal Address:	#L	
City:	Camarillo	
State/Country:	CALIFORNIA	
Postal Code:	93102	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	86760278	BED STU
Registration Number:	2305917	BEDFORD STU
Registration Number:	5071569	BED STU
Registration Number:	3032263	BED:STU
Registration Number:	2690263	BED:STU
Registration Number:	4975854	COBBLER
Registration Number:	3602489	OAK TREE FARMS
Registration Number:	3677905	SANTA ROSA
Registration Number:	3207623	STAGECOACH
Registration Number:	3002671	
Registration Number:	3590686	ROAN
Registration Number:	3655219	BS COBBLER SERIES
Registration Number:	3627589	DISTRICT 3
Registration Number:	4300807	

CORRESPONDENCE DATA

Fax Number: 8188279060

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8188279000

Email: agrabell@brutzkusgubner.com

Correspondent Name: J. Alison Grabell

Address Line 1: Brutzkus Gubner LLP, 21650 Oxnard St.

Address Line 2: Suite 500

Address Line 4: Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER: 3330.071JAG

NAME OF SUBMITTER: J. Alison Grabell

SIGNATURE: /J. Alison Grabell/

DATE SIGNED: 11/13/2016

Total Attachments: 3

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HOLDINGS ASSIGNMENT OF TRADEMARKS AND POWER OF ATTORNEY

WHEREAS, NORA OROZCO, also known as Nora G. Orozco and/or Nora N. Orozco, an individual with an address at 5235 Mission Oaks Boulevard, Suite 600, Camarillo, CA 93012, and ROGER OROZCO, also known as Roger A. Orozco and/or Rogelio Orozco, an individual with an address at 5235 Mission Oaks Boulevard, Suite 600, Camarillo, CA 93012 (collectively "Assignor") own all right, title and interest in and to the trademarks and the trademark registrations, pending applications and any registrations that may issue therefrom, and all common law rights associated therewith (the "Trademarks") to the extent that such common law rights exist, and as set forth in Schedule 1 hereto and incorporated herein, and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign the Trademarks in the United States, as set forth in <u>Schedule 1</u> hereto (the "Assignment") to INNOBA HOLDINGS LLC, a Delaware limited liability company ("Assignee"); and

WHEREAS, in accordance and consistent with the terms of the Assignment, Assignor agrees to assign the Trademarks to Assignee and to execute such documents and instruments of assignment as necessary to evidence such assignment of the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest of whatever kind in and to the Trademarks, as set forth on **Schedule 1** hereto, together with the goodwill of the business associated therewith.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office and any and all patent and trademark offices worldwide so as to establish Assignee as owner of record of the Trademarks.

Without limiting the foregoing, the rights assigned herein to the Trademarks shall extend throughout the world, whether the Trademarks are registered or not and whether or not set forth on **Schedule 1** hereto.

Without limiting the foregoing, the rights assigned herein shall include any causes of action or claims that have occurred or will occur, in connection with any of the rights assigned herein.

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Assignor further hereby revokes all previous powers of attorney related to the Trademarks as set forth on Schedule 1 hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office and any and all patent and trademark offices worldwide in connection with and to demonstrate Assignor's consent to use, register and/or attempt to register the Trademarks as set forth on Schedule 1 hereto by Assignee and its successors and assigns.

Assigner, promptly to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment of Trademarks and Power of Attorney; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and any and all patent and trademark offices worldwide so that Assignee's ownership of the Trademarks is duly made of record, at Assignee's sole expense.

This Assignment of Trademarks and Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks and Power of Attorney at Camarillo, California on Nowaber 7, 2016.

ASSIGNOR

NORA OROZCO

ву:_____

ASSIGNEE

INNOBA HOLDINGS LLC

By: ______

Name: 1 Nova (1) 10 200

Its: Manager Member

SCHEDULE 1

TRADEMARK	Serial No./Reg. No.
BEDFORD STU & Design	2305917
BED STU	86760278
BED STU	5071569
BED:STU	3032263
BED:STU	2690263
COBBLER	4975854
OAK TREE FARMS & Design	3602489
SANTA ROSA	3677905
STAGECOACH	3207623
X (Stylized)	3002671
ROAN	3590686
BS COBBLER SERIES	3655219
DISTRICT 3	3627589
Umlaut Design	4300807

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RECORDED: 11/13/2016

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