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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM406270

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joe Lizarraga		11/21/2016	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Ryan C Usrey
Street Address:	43218 BUSINESS PARK DRIVE
City:	TEMECULA
State/Country:	CALIFORNIA
Postal Code:	92590
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4238829	ROLL IT UP TACOS
Registration Number:	4238838	ROLL IT UP TACOS

CORRESPONDENCE DATA

Fax Number: 9496220024

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.

Phone: 9496220020

Email: uspto@goodmanmooney.com

Correspondent Name: Eric Goodman

Address Line 1:3420 Bristol Street, Sixth FloorAddress Line 4:Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Eric Goodman
SIGNATURE:	/Eric Goodman/
DATE SIGNED:	11/21/2016

Total Attachments: 3

source=2016-11-21 Assignment for ROLL IT UP TACOS (signed)#page1.tif source=2016-11-21 Assignment for ROLL IT UP TACOS (signed)#page2.tif source=2016-11-21 Assignment for ROLL IT UP TACOS (signed)#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**") effective as of November 21, 2016 ("**Effective Date**"), by and between Joe Lizarraga, an individual (the "**Assignor**") and Ryan Usrey, an individual (the "**Assignee**"). Each of Assignor and Assignee are referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor has adopted, and is, to the best of his knowledge and belief, the owner of the trademarks identified 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 (the "Trademarks");

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Conveyance</u>. Assignor does hereby assign, transfer and convey to Assignee any and all rights, title, and interest as Assignor may possess in and to the Trademarks; together with the goodwill symbolized by said Trademarks, the portion of the business associated with and symbolized by the Trademarks, and all rights and remedies against past, present, and future infringement or other violation thereof.
- 2. <u>Recordation</u>. Assignee shall have the right to record Assignee as the owner of the Assigned Trademarks in the United States Patent and Trademark Office and any other applicable foreign Governmental Authority or registrar.
- 3. <u>Further Assurances</u>. Assignor shall, from time to time, at the request of Assignee and at Assignee's sole expense, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee to effect, register or maintain the Trademarks.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. For purposes of execution, facsimile signatures and signature pages sent through email shall be considered effective and binding.
- 5. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

JOE LIZARRAGA

Acknowledged and Accepted:

ASSIGNEE: **RYAN USREY**

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SCHEDULE A

			Registration No.
Mark	Status	Class	Registration Date
ROLL IT UP TACOS	Registered	43	4,238,838
			November 6, 2012
ROLL IT UP TACOS & Design	Registered	43	4,238,829
			November 6, 2012

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RECORDED: 11/21/2016