

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mi Pueblo, LLC		12/05/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mi Pueblo Newco, LLC		
Street Address:	1775 Story Road, Suite 120		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95122		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85975142	MI PUEBLO FOODS	
Serial Number:	85975383	MI PUEBLO	
Serial Number:	85975302	MI PUEBLO FOOD CENTER	
Serial Number:	85256224	LA FIESTA DE MI PUEBLO	
Serial Number:	85256124	MI PUEBLO ESTA CONTIGO	
Serial Number:	85256106	ASI ES MI PUEBLO	
Serial Number:	85130635	MI PUEBLO FOODS	
Serial Number:	85130621	MI PUEBLO FOOD CENTER	
Serial Number:	85130609	MI PUEBLO	
Serial Number:	76688771	MP MI PUEBLO FOOD CENTER	
Serial Number:	76978829	MI PUEBLO MP	
Serial Number:	76699342	MP FOOD CENTER	
Serial Number:	76687881	MI PUEBLO MP	
CORRESPONDENCE DATA			
Fax Number:	3032238096		
<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:	3032231296		
Email:	khigginbotham@bhfs.com		
TRADEMARK			

CH \$340.00 85975142

Correspondent Name: Kacey L. Higginbotham
Address Line 1: 410 Seventeenth Street, Suite 2200
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER: 019172.0001

NAME OF SUBMITTER: Kacey L. Higginbotham

SIGNATURE: /kaceylhigginbotham/

DATE SIGNED: 12/15/2016

Total Attachments: 5

source=Mi Pueblo Trademark Assignment- Executed#page1.tif

source=Mi Pueblo Trademark Assignment- Executed#page2.tif

source=Mi Pueblo Trademark Assignment- Executed#page3.tif

source=Mi Pueblo Trademark Assignment- Executed#page4.tif

source=Mi Pueblo Trademark Assignment- Executed#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) is effective as of December 5, 2016, and is executed by Mi Pueblo, LLC, a California limited liability company (“Assignor”), in favor of Mi Pueblo Newco, LLC, a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee shall be referred to in this Assignment as a “Party” and collectively as, the “Parties.”

RECITALS

A. Assignor and Assignee are parties to a Reorganization Agreement, dated as of the date hereof (the “Reorganization Agreement”), pursuant to which, among other things, Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive from Assignor, the Marks (as defined below). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Reorganization Agreement. In the event of a conflict between this Assignment and the Reorganization Agreement, the Reorganization Agreement will control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably transfers, assigns and conveys to Assignee all of Assignor’s right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 (the “Marks”), together with that portion of Assignor’s business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the business symbolized by the Marks. The foregoing shall include, without limitation:

- (a) The Marks and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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;
- (d) all related rights of priority and protection of interests of any 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, without limitation, 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.

2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees to provide reasonable assistance to Assignee, at Assignee's cost, to evidence in every legal way, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. The validity and construction of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

5. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a "portable document format" data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "portable document format" signature page were an original thereof. No party hereto shall raise the use of a facsimile transmission or e-mail delivery of a "portable document format" data file to deliver a signature to this Agreement or the fact that such signature was transmitted or communicated through the use of a facsimile transmission or e-mail delivery of a "portable document format" data file as a defense to the formation or enforceability of a legally binding agreement and each party hereto forever waives any such defense.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

MI PUEBLO, LLC,
a California limited liability company

By: 
Name: Martin Cortes
Title: Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

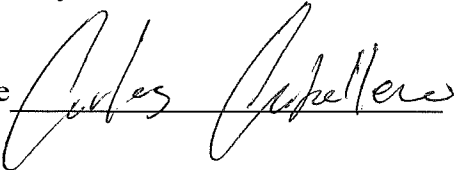
ACKNOWLEDGMENT

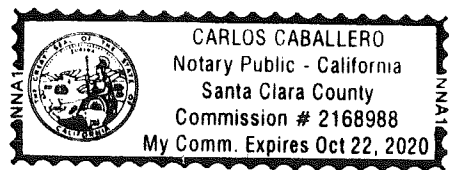
STATE OF CALIFORNIA)
)
COUNTY OF Santa Clara)

On Nov 25, 2016 before me, Carlos Caballero, a Notary Public, personally appeared Martin Cortes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNEE:

MI PUEBLO NEWCO, LLC,
a Delaware limited liability company

By: *Martin Cortes*
Name: Martin Cortes
Title: Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

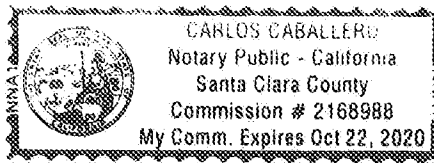
STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

On NOV 29, 2016 before me, Carlos Caballero, a Notary Public, personally appeared Martin Cortes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Carlos Caballero*



SCHEDULE 1

MARKS

Serial Number/Registration No.	Jurisdiction	Word Mark	Active/Inactive
1. 85975142	U.S.	Mi Pueblo Foods	Active
2. 85975383	U.S.	Mi Pueblo	Active
3. 85975302	U.S.	Mi Pueblo Food Center	Active
4. 85256224	U.S.	La Fiesta de Mi Pueblo	Active
5. 85256124	U.S.	Mi Pueblo Esta Contigo	Active
6. 85256106	U.S.	Asi Es Mi Pueblo	Active
7. 85130635	U.S.	Mi Pueblo Foods	Active
8. 85130621	U.S.	Mi Pueblo Food Center	Active
9. 85130609	U.S.	Mi Pueblo	Active
10. 76688771	U.S.	MP Mi Pueblo Food Center and Design	Active
11. 76978829	U.S.	Mi Pueblo MP and Design	Active
12. 76699342	U.S.	MP Food Center and Design	Active
13. 76687881	U.S.	Mi Pueblo MP and Design	Active
14. 85130629	U.S.	Mi Pueblo Foods	Inactive as of January 2013
15. 85130613	U.S.	Mi Pueblo Food Center	Inactive as of February 2013
16. 85130583	U.S.	Mi Pueblo	Inactive as of September 2012
17. 76679535	U.S.	Mi Pueblo MP	Inactive as of June 2010
18. 76688770	U.S.	MP Mi Pueblo Food Center	Inactive as of August 2009
19. 63857	California	Mi Pueblo and Design	Active
20. 1324474	Mexico	Mi Pueblo	Active
21. 1286831	Mexico	Mi Pueblo	Active
22. 1115071	Mexico	Mi Pueblo and Design	Active