

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dolores J. Rivera Living Trust		01/25/2017	Trust: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jenni Rivera Enterprises, LLC		
Street Address:	931 E. 27th St.		
City:	Signal Hill		
State/Country:	CALIFORNIA		
Postal Code:	90755		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4623483	FOREVER BY JENNI RIVERA	
Serial Number:	86887471	I LOVE JENNI	
Serial Number:	85865088	JENNI RIVERA LA GRAN SEÑORA	
Registration Number:	4499577	JENNI RIVERA	
Registration Number:	4717069	J R	
Registration Number:	4087049	J R	
Registration Number:	4665562	JENNI RIVERA	
Registration Number:	4499404	JENNI RIVERA	
Registration Number:	4110091	JENNI BY JENNI RIVERA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	gp@lopezprajin.com		
Correspondent Name:	George L. Prajin		
Address Line 1:	500 Newport Center		
Address Line 2:	Suite 600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
NAME OF SUBMITTER:	George L. Prajin		

OP \$240.00 4623483

SIGNATURE:	/glp/
DATE SIGNED:	02/15/2017

Total Attachments: 83

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DOLORES J. RIVERA LIVING TRUST
ASSIGNMENT OF TRADEMARKS

1. **Prior Assignment of Trademarks by Jenni Rivera Enterprises, Inc.** In conjunction with the dissolution and winding up of Jenni Rivera Enterprises, Inc. (“Inc.”) the trademarks described below were transferred to its sole and 100% shareholder, the Dolores J. Rivera Living Trust.

a. **US Trademarks:** Nine United States Trademarks (the “US Trademarks”) owned by Jenni Rivera Enterprises, Inc. and identified by the United States Patent and Trademark Office as follows:

<u>WORD MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
FOREVER BY JENNI RIVERA	86054800	4623483
I LOVE JENNI	86887471	-----
JENNI RIVERA LA GRAN SENORA	85865088	-----
JENNI RIVERA	85945327	4499577
JR	85945725	4717069
JR	85323324	4087049
JENNI RIVERA	85945659	4665562
JENNI RIVERA	85865066	4499404
JENNI BY JENNI RIVERA	85231392	4110091

b. **International Trademarks:** Two trademarks registered in Mexico; and one trademark registered with the World Intellectual Property Organization with designations under the Madrid Protocol for Mexico and China. The trademarks are referred to collectively as the “International Trademarks” and identified by the World Intellectual Property Organization as follows:

<u>WORD MARK</u>	<u>NATION</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
JENNI RIVERA LA GRAN SENORA	MX	0119851427405	1583397
JENNI RIVERA	MX	0110851427403	1583396
JENNI RIVERA	WIPO (CN MX)	-----	1266251

2. **Assignment by Dolores J. Rivera Living Trust.** The undersigned, Rosa A. Rivera Flores, as Trustee of the Dolores J. Rivera Living Trust, hereby transfers and assigns to Jenni Rivera Enterprises, LLC all its ownership rights to the US Trademarks and the International Trademarks.

3. **Notification of Assignment of Trademarks.** This assignment and its exhibits may be submitted to the United States Patent and Trademark Office and such other organizations and/or government offices (United States or international) as verification of the assignment of the US Trademarks and International Trademarks by the Dolores J. Rivera Living Trust to Jenni Rivera Enterprises, LLC.

4. **Exhibits.** A copy of the Jenni Rivera Enterprises, Inc. Trademark Assignment (including exhibits) is attached as **Exhibit 1**. The Articles of Organization of 3JM LLC (a California limited liability company) is attached as **Exhibit 2**. The Certificate of Amendment changing the name of 3JM LLC to Jenni Rivera Enterprises, LLC is attached as **Exhibit 3**. The Certification of Trust for the Dolores J. Rivera Living Trust is attached as **Exhibit 4**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on January 25, 2017 at Signal Hill, California.

Dolores J. Rivera Living Trust



Rosa A. Rivera Flores, Trustee

ACKNOWLEDGMENT

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.

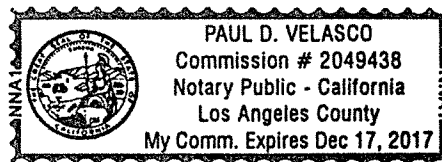
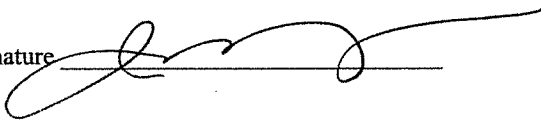
State of California
County of Los Angeles

On January 25, 2017 before me, Paul D. Velasco, Notary Public, personally appeared Rosa A. Rivera Flores, 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



(Seal)

Exhibit 1
Jenni Rivera Enterprises, Inc.
Assignment of Trademarks

JENNI RIVERA ENTERPRISES, INC.
ASSIGNMENT OF TRADEMARKS

1. **Dissolution of Jenni Rivera Enterprises, Inc.** Upon the filing on February 6, 2015 of its Certificate of Dissolution (the "Dissolution Certificate") with the Office of the California Secretary of State, Jenni Rivera Enterprises, Inc., a California corporation, was liquidated and dissolved.

2. **Agreement for Dissolution and Winding Up.** Under the Agreement for Dissolution and Winding up of Jenni Rivera Enterprises, Inc. (the "Dissolution Agreement") signed on December 31, 2014, and as provided in Dissolution Certificate, the remaining assets of Jenni Rivera Enterprises, Inc. were to be distributed to its sole and 100% shareholder, the Dolores J. Rivera Living Trust.

3. **US Trademarks owned by Jenni Rivera Enterprises, Inc.** Included among the remaining assets are nine United States Trademarks (the "US Trademarks") owned by Jenni Rivera Enterprises, Inc. and identified by the United States Patent and Trademark Office as follows:

<u>WORD MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
FOREVER BY JENNI RIVERA	86054800	4623483
I LOVE JENNI	86887471	-----
JENNI RIVERA LA GRAN SENORA	85865088	-----
JENNI RIVERA	85945327	4499577
JR	85945725	4717069
JR	85323324	4087049
JENNI RIVERA	85945659	4665562
JENNI RIVERA	85865066	4499404
JENNI BY JENNI RIVERA	85231392	4110091

4. **International Trademarks owned by Jenni Rivera Enterprises, Inc.** Included among the remaining assets are: (i) two trademarks registered in Mexico; and (ii) one trademark registered with the World Intellectual Property Organization with designations under the Madrid Protocol for Mexico and China. These three trademarks are referred to collectively as the "International Trademarks" and identified by the World Intellectual Property Organization as follows:

<u>WORD MARK</u>	<u>NATION</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
JENNI RIVERA LA GRAN SENORA	MX	0119851427405	1583397
JENNI RIVERA	MX	0119851427403	1583396
JENNI RIVERA	WIPO (CN MX)	-----	1266251

5. **Assignment of Trademarks by Jenni Rivera Enterprises, Inc.** The undersigned, Rosa A. Rivera Flores, as President of Jenni Rivera Enterprises, Inc. and as the Liquidation Manager under the Dissolution Agreement, hereby transfers and assigns to Rosa A. Rivera Flores, as Trustee of the Dolores J. Rivera Living Trust, all its ownership rights to the US Trademarks and the International Trademarks.

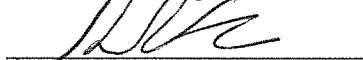
6. **Notification of Assignment of Trademarks.** This document may be submitted to the United States Patent and Trademark Office and such other organizations and/or government offices (United States or international) as verification of the assignment of the US Trademarks and International Trademarks by Jenni Rivera Enterprises, Inc. to the Dolores J. Rivera Living Trust.

7. **Exhibits.** The Dissolution Certificate (with filing stamp) is attached as **Exhibit 1**. The Agreement for Dissolution and Winding Up is attached as **Exhibit 2**. Supplemental information from the Trademark Electronic Search System of the United States Patent and Trademark Office identifying each US Trademark is attached as **Exhibit 3**. Supplemental information from the global brand database maintained by the World Intellectual Property Organization identifying each International Trademark is attached as **Exhibit 4**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Jan 25th, 2017 at Signal Hill, California.

Jenni Rivera Enterprises, Inc.



By: Rosa A. Rivera Flores
Its President and Liquidation Manager

ACKNOWLEDGMENT

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.

State of California
County of Los Angeles

On Jan. 25, 2017 before me, Paul D. Velasco Notary Public, personally appeared Rosa A. Rivera Flores, 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.

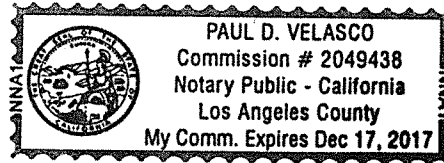


Exhibit 1
Dissolution Certificate



State of California Secretary of State

2964686

Domestic Stock Corporation Certificate of Dissolution

DISS STK

D1280049

FILED

Secretary of State State of California

FEB 06 2015

IPC

Handwritten initials: JC, ICP

There is no fee for filing a Certificate of Dissolution.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

Corporate Name (Enter the name of the domestic stock corporation exactly as it is of record with the California Secretary of State.)

1. Name of corporation
Jenni Rivera Enterprises, Inc.

Required Statements (The following statements are required by statute and should not be altered.)

2. A final franchise tax return, as described by California Revenue and Taxation Code section 23332, has been or will be filed with the California Franchise Tax Board, as required under the California Revenue and Taxation Code, Division 2, Part 10.2 (commencing with Section 18401). The corporation has been completely wound up and is dissolved.

Debts & Liabilities (Check the applicable statement. Note: Only one box may be checked.)

- 3. [] The corporation's known debts and liabilities have been actually paid.
[] The corporation's known debts and liabilities have been paid as far as its assets permitted.
[] The corporation's known debts and liabilities have been adequately provided for by their assumption and the name and address of the assumer is
[] The corporation's known debts and liabilities have been adequately provided for as far as its assets permitted.
[] The corporation never incurred any known debts or liabilities.

Assets (Check the applicable statement. Note: Only one box may be checked.)

- 4. [] The known assets have been distributed to the persons entitled thereto.
[] The corporation never acquired any known assets.

Election (Check the "YES" or "NO" box, as applicable. Note: If the "NO" box is checked, a Certificate of Election to Wind Up and Dissolve pursuant to Corporations Code section 1901 must be filed prior to or together with this Certificate of Dissolution.)

5. The election to dissolve was made by the vote of all the outstanding shares. [] YES [] NO

Verification & Execution (If additional signature space is necessary, the dated signature(s) with verification(s) may be made on an attachment to this certificate. Any attachments to this certificate are incorporated herein by this reference.)

6. The undersigned constitute(s) the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

December 24, 2014

Date

Signature of Director

Rosa A. Rivera Flores

Type or Print Name of Director

Signature of Director

Type or Print Name of Director

Signature of Director

Type or Print Name of Director

APPROVED BY SECRETARY OF STATE

DISS STK (REV 01/2013)

D1280049

Attachment to Certificate of Dissolution (Form DISS STK)

**Jenni Rivera Enterprises, Inc.
California Entity #C2964686**

Debts and Liabilities

The Corporation's known debts and liabilities have been adequately provided for as far as its assets permit, and assumed by:

Dolores J. Rivera Living Trust U/T/D August 11, 2012
Rosa A. Rivera Flores, Trustee

Mailing Address:

Jenni Rivera Enterprises, Inc.
c/o Anthony R. Lopez, Esq.
9025 Wilshire Boulevard, Suite 500
Beverly Hills CA 90211

Exhibit 2
Dissolution Agreement

**DISSOLUTION AND WINDING UP AGREEMENT
JENNI RIVERA ENTERPRISES, INC.**

RECITALS

1. Jenni Rivera Enterprises, Inc. (the "Company") is a California corporation and was incorporated on January 30, 2007.
2. The only Company shareholder (the "Shareholder") is the Dolores J. Rivera Living Trust U/T/D August 11, 2012. Rosa A. Rivera Flores serves as the trustee of the trust.
3. Rosa A. Rivera Flores, in her individual capacity, serves as the only member of the Board of Directors (the "Director") for the Company and as the President (the "President") of the Company.
4. In compliance with the applicable provisions of the California Corporations Code and the Company Bylaws, the Shareholder, the Director and the President (who is appointed Liquidation Manager) agree to the dissolution and winding up of the Company pursuant to the terms and provisions of this Dissolution and Winding up Agreement.

AGREEMENT

Section 1. This Agreement and the Effective Date for Dissolution.

This agreement shall be known as the Dissolution and Winding up Agreement for Jenni Rivera Enterprises, Inc. (the "Agreement"). The effective date for the dissolution of Jenni Rivera Enterprises, Inc. (the "Company") is December 31, 2014. From and after that date, the Company will conduct no business except as necessary for winding up the affairs of the Company.

Section 2. The Liquidation Manager.

The President of the Company, Rosa A. Rivera Flores, is appointed the Liquidation Manager and is responsible for winding up and terminating the Company. The Liquidation Manager will ensure that all legal requirements and contractual obligations of the Company are fulfilled during the liquidation process. No other person may act for, or on behalf of, the Company after this date or participate in the management and control of the Company.

Section 3. Powers and Duties of Liquidation Manager.

The Liquidation Manager will have full authority to wind up the business of the Company, including the power and authority to:

- Section 3.1.** Sell, transfer, hypothecate, pledge, encumber or dispose of the Company's assets, in whole or part, including its goodwill, on terms that the Liquidation Manager deems necessary or appropriate to accomplish an orderly and timely liquidation of the Company.
- Section 3.2.** Represent and act on behalf of the Company in all matters affecting it during the winding up period, including engaging the professional and technical services of others as needed.
- Section 3.3.** Arrange for the continuing defense or prosecution of any pending legal proceedings after the effective date for the dissolution of the Company. Attached as **Exhibit 1** to this Agreement is a schedule listing all pending state and federal legal proceedings in which the Company is named as a party.
- Section 3.4.** Prepare and file on behalf of the Company in a timely manner any and all documents, authorizations, licenses, permits, notices, etc., required under the law for the dissolution and winding up of the Company and its business activities, including the filing on or before December 31, 2013 with the Office of the California Secretary of State, the Certificate of Dissolution, Form DISS STK.
- Section 3.5.** Arrange for the Company's certified public accountant to file the final federal and state corporate tax returns.

- Section 3.6.** Pay or otherwise settle or discharge all of the debts, liabilities, and other obligations of the Company.
- Section 3.7.** After the payment of debts, liabilities, and other obligations, distribute the Company assets, including the proceeds of any sale of Company assets, to the Shareholder.
- Section 3.8.** Take all actions necessary, appropriate or incidental to the foregoing powers or to the performance of the duties of the Liquidation Manager under this Agreement. In the performance of these duties the Liquidation Manager will act diligently, honestly and in good faith and will account to the Company for any benefit or profits derived from transactions connected with the liquidation.

Section 4. Discharging Debts and Obligations.

The Liquidation Manager will determine all known debts and liabilities, including obligations due to the Shareholder, and make adequate provision for their payment. Payment is deemed adequately provided for, whether the creditor's whereabouts are known or unknown, when:

- Section 4.1.** The payment has been assumed or guaranteed in good faith by one or more financially responsible persons who have been selected with reasonable care by the Liquidation Manager to be adequate at the time of any distribution; or
- Section 4.2.** The amount of the debt has been deposited as provided in California Corporations Code §2008.
- Section 4.3.** The Liquidation Manager has provided for payment of creditors by other reasonable means.

Section 5. Distribution of Remaining Assets to Shareholder.

Attached as **Exhibit 2** to this Agreement is a schedule listing the Company's assets as of the date of this Agreement. After providing for the payment of all known debts and obligations, the Liquidation Manager will distribute the remaining assets of the Company to the Shareholder. Attached as **Exhibit 3** is the Shareholder Consent to Assume Debts and Liabilities that will list the assets distributed to the Shareholder and their estimated values, and requires the written consent of the Shareholder to assume the obligation to pay any valid and enforceable debts or liabilities of the Corporation that become known after the distribution of the Corporation's assets to the Shareholder. The Shareholder's obligation to pay the Corporation's debts and liabilities is limited to the amount equal to, but not in excess of, the value of the assets distributed to the Shareholder,

Section 6. Retention of Records.

After termination of the Company, the Liquidation Manager will retain custody of the Company's books and records for a period of six years. The Shareholder will have access to those books and records at reasonable times during normal business hours. Documents may be copied at the Shareholder's expense.

Section 7. Indemnification of Liquidation Manager.

The Shareholder hereby indemnifies and holds the Liquidation Manager harmless from all losses, claims, expenses, damages, liabilities or obligations of any kind (including legal fees and expenses) arising from or connected with the winding up and liquidation of the Company and the performance of her duties under this Agreement.

Section 8. Successors and Assigns.

This Agreement will benefit and be binding on the respective heirs, executors, administrators, legatees, devisees, representatives, assignees, and other successors of the parties.

Section 9. Notices.

All notices, requests, demands and other communications under this Agreement will be in writing, and will be deemed to have been duly given on the date of delivery if personally delivered to the person to whom notice is to be given, or on the third day after mailing if mailed to the person to whom notice is to be given by first class mail, postage prepaid, and properly addressed to that person's last known address shown in the Company's records or such other address as may be set forth in a written notice of change of address received by the Liquidation Manager.

Section 10. California Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

[END OF PAGE]

Section 11. Entire Agreement.

This Agreement constitutes the entire agreement concerning the dissolution and winding up of the Company. No prior negotiations, agreements or representations will be of any force or effect.

In witness whereof, the Shareholder, the Director and the Liquidation Manager have executed this Agreement effective December 31, 2014 at Long Beach, California.

JENNI RIVERA ENTERPRISES, INC.

SHAREHOLDER

DOLORES J. RIVERA LIVING TRUST U/T/D AUGUST 11, 2012



Rosa A. Rivera Flores, Trustee

DIRECTOR



Rosa A. Rivera Flores

LIQUIDATION MANAGER



Rosa A. Rivera Flores, President
Jenni Rivera Enterprises, Inc.

**EXHIBIT 1
PENDING LITIGATION**

<u>Learjet Crash Lawsuits</u>		
<u>Case Title</u>	<u>Court</u>	<u>Case No.</u>
Agustin Rivera Jaime v. Starwood, Jenni Rivera Enterprises, Inc. et al	Los Angeles Superior Court	BC498860
Isabel Carrero Gomez v. Starwood, Jenni Rivera Enterprises, Inc. Et al.	Los Angeles Superior Court	BC502617
Mariano Torres Herrera et al v. Bombardier, Jenni Rivera Enterprises, Inc. et al	Los Angeles Superior Court	BC565617
<u>Book Lawsuits</u>		
<u>Case Title</u>	<u>Court</u>	<u>Case No.</u>
Laura Lucio v. Jenni Rivera Enterprises, Inc. et al	Glendale Superior Court	EC061972
Jenni Rivera Enterprises, Inc. v. Laura Lucio	U.S. District Court California Central District	CV14-7614GW (ASx)
<u>Estate Lawsuits</u>		
<u>Morongo Lawsuit</u>		
<u>Case Title</u>	<u>Court</u>	<u>Case No.</u>
Mayra Pineda-Gracia v. Estate Dolores Janney Rivera	Los Angeles Superior Court	BC472497
<u>Talent Agency Appeal</u>		
<u>Case Title</u>	<u>Court</u>	<u>Case No.</u>
Gabriel Vazquez v. Rosa A. Rivera Flores, as Trustee of the Dolores J. Rivera Living Trust	Los Angeles Superior Court	BS144843

EXHIBIT 2
SCHEDULE OF COMPANY ASSETS

Jenni Rivera Enterprises, Inc.
BALANCE SHEET
 As of December 31, 2014

	TOTAL		
	AS OF DEC 31, 2014	AS OF DEC 31, 2013 (PP)	CHANGE
ASSETS			
Current Assets			
Bank Accounts			
A/R - Paypal	0.00	0.00	0.00
Cash on hand	0.00	0.00	0.00
CD investment	600,000.00		600,000.00
Ckg 5520-JR Beauty	0.00	0.00	0.00
Ckg 5687-Jenni Rivera Ent	123,926.07	589,075.89	-465,149.82
Ckg 7303-Supreme Recs	0.00	0.00	0.00
Savs Business High-0647	0.00	0.00	0.00
Savs Business High-1925	0.00	0.00	0.00
WF Business Weekend Sweep - 1875	0.00	0.00	0.00
Total Bank Accounts	\$723,926.07	\$589,075.89	\$134,850.18
Other current assets			
Loan - Daniel Ramos	0.00	0.00	0.00
Loan - Jenni's Boutique- JR Fashion Inc	165,729.03	126,412.71	39,316.32
Loan - Teresa Angulo	0.00	0.00	0.00
Payment-Manrique Moheno Aguilar	0.00		0.00
Prepaid Expenses	0.00	0.00	0.00
Prepaid State Income Taxes	0.00	0.00	0.00
Security Deposit	0.00	0.00	0.00
Uncategorized Asset	0.00	0.00	0.00
Total Other current assets	\$165,729.03	\$126,412.71	\$39,316.32
Total Current Assets	\$889,655.10	\$715,488.60	\$174,166.50
Fixed Assets			
Accumulated Depreciation	-66,608.00	-55,420.00	-11,188.00
Equipment	23,861.55	14,561.62	9,299.93
Furniture & Fixtures	16,656.47	16,656.47	0.00
Office Equipment	26,461.60	24,822.69	1,638.91
Total Fixed Assets	\$371.62	\$620.78	\$ -249.16
Other Assets			
Accum Amort	-15,833.00	-9,500.00	-6,333.00
Investment-Perfume Collection	95,000.00	95,000.00	0.00
Total Other Assets	\$79,167.00	\$85,500.00	\$ -6,333.00
TOTAL ASSETS	\$969,193.72	\$801,609.38	\$167,584.34
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Credit Cards			
Wells Fargo Visa - 4594	0.00	0.00	0.00
Total Credit Cards	\$0.00	\$0.00	\$0.00

3/28/2015

Report: Balance Sheet

Other Current Liabilities			
A/P - Auto Lease	0.00	0.00	0.00
Federal Payroll Tax Payable	0.00	0.00	0.00
Garnishment - Jack S. Flores	0.00	0.00	0.00
Loan	0.00	0.00	0.00
Sales tax payable	0.00	0.00	0.00
SEP Payable	0.00	0.00	0.00
State Payroll Tax Payable	0.00	0.00	0.00
Total Other Current Liabilities	\$0.00	\$0.00	\$0.00
Total Current Liabilities	\$0.00	\$0.00	\$0.00
Long-Term Liabilities			
Loan Payable Shareholder	0.00	0.00	0.00
Total Long-Term Liabilities	\$0.00	\$0.00	\$0.00
Total Liabilities	\$0.00	\$0.00	\$0.00
Equity			
Additional Paid In Capital	93,803.00	93,803.00	0.00
Capital Stock	76,691.94	76,691.94	0.00
Distributions-Jenni Jeans	0.00	0.00	0.00
Distributions-JR Sport	0.00	0.00	0.00
Distributions-Shareholder	0.00	0.00	0.00
Distributions-Trust	-1,570,200.40	-124,078.61	-1,446,121.79
Retained Earnings	631,114.44	755,193.05	-124,078.61
Net Income	1,737,784.74		1,737,784.74
Total Equity	\$969,193.72	\$801,609.38	\$167,584.34
TOTAL LIABILITIES AND EQUITY	\$969,193.72	\$801,609.38	\$167,584.34

EXHIBIT 3
SHAREHOLDER CONSENT TO ASSUME
DEBTS AND LIABILITIES



State of California Secretary of State

2964686

Domestic Stock Corporation Certificate of Dissolution

DISS STK

D1280049

FILED Secretary of State State of California

FEB 06 2015 IPC

IC WEP

There is no fee for filing a Certificate of Dissolution.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

Corporate Name (Enter the name of the domestic stock corporation exactly as it is of record with the California Secretary of State.)

1. Name of corporation Jenni Rivera Enterprises, Inc.

Required Statements (The following statements are required by statute and should not be altered.)

2. A final franchise tax return, as described by California Revenue and Taxation Code section 23332, has been or will be filed with the California Franchise Tax Board, as required under the California Revenue and Taxation Code, Division 2, Part 10.2 (commencing with Section 18401). The corporation has been completely wound up and is dissolved.

Debts & Liabilities (Check the applicable statement. Note: Only one box may be checked.)

- 3. [] The corporation's known debts and liabilities have been actually paid.
[] The corporation's known debts and liabilities have been paid as far as its assets permitted.
[] The corporation's known debts and liabilities have been adequately provided for by their assumption and the name and address of the assumer is
[] The corporation's known debts and liabilities have been adequately provided for as far as its assets permitted.
[] The corporation never incurred any known debts or liabilities.

Assets (Check the applicable statement. Note: Only one box may be checked.)

- 4. [] The known assets have been distributed to the persons entitled thereto.
[] The corporation never acquired any known assets.

Election (Check the "YES" or "NO" box, as applicable. Note: If the "NO" box is checked, a Certificate of Election to Wind Up and Dissolve pursuant to Corporations Code section 1901 must be filed prior to or together with this Certificate of Dissolution.)

5. The election to dissolve was made by the vote of all the outstanding shares. [X] YES [] NO

Verification & Execution (If additional signature space is necessary, the dated signature(s) with verification(s) may be made on an attachment to this certificate. Any attachments to this certificate are incorporated herein by this reference.)

6. The undersigned constitute(s) the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

December 24, 2014

Date

Signature of Director

Rosa A. Rivera Flores

Type or Print Name of Director

Signature of Director

Type or Print Name of Director

Signature of Director

Type or Print Name of Director

APPROVED BY SECRETARY OF STATE

DISS STK (REV 01/2013)

D1280049

Attachment to Certificate of Dissolution (Form DISS STK)
Jenni Rivera Enterprises, Inc.
California Entity #C2964686

Debts and Liabilities

The Corporation's known debts and liabilities have been adequately provided for as far as its assets permit, and assumed by:

Dolores J. Rivera Living Trust U/T/D August 11, 2012
Rosa A. Rivera Flores, Trustee

Mailing Address:

Jenni Rivera Enterprises, Inc.
c/o Anthony R. Lopez, Esq.
9025 Wilshire Boulevard, Suite 500
Beverly Hills CA 90211

Exhibit 3
US Trademark Information

1. The Post Registration "Maintenance Tab" has been temporarily disabled. It will return soon.
2. TSDR now displays information regarding [TM5 Common Status Descriptors](#).

STATUS DOCUMENTS

[Back to Search](#)

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Mark: FOREVER BY JENNI RIVERA

FOREVER BY JENNI RIVERA

US Serial Number: 86054800

Application Filing Date: Sep. 03, 2013

US Registration Number: 4623483

Registration Date: Oct. 21, 2014

Register: Principal

Mark Type: Trademark

TM5 Common Status

LIVE/REGISTRATION/Issued and Active

Descriptor:



The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Oct. 21, 2014

Publication Date: Aug. 05, 2014

Mark Information

Mark Literal Elements: FOREVER BY JENNI RIVERA

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Name Portrait Consent: The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.

Related Properties Information

Claimed Ownership of US [4110091](#)

Registrations:

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [.] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and

Asterisks *..* identify additional (new) wording in the goods/services.

For: Fragrances; Perfume; Cosmetics; Skin care products, namely, lotions

International Class(es): 003 - Primary Class

U.S Class(es): 001, 004, 006, 050, 051, 052

Class Status: ACTIVE

Basis: 1(a)

First Use: Nov. 05, 2013

Use in Commerce: Nov. 05, 2013

Basis Information (Case Level)

Filed Use: No	Currently Use: Yes	Amended Use: f
Filed ITU: Yes	Currently ITU: No	Amended ITU: f
Filed 44D: No	Currently 44D: No	Amended 44D: f
Filed 44E: No	Currently 44E: No	Amended 44E: f
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: JENNI RIVERA ENTERPRISES, INC.

Owner Address: 3830 ENCINO VERDE PL.
ENCINO, CALIFORNIA UNITED STATES 91436

Legal Entity Type: CORPORATION State or Country Where Organized: CALIFORNIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Alex Patel

Attorney Primary Email paulo@paiplaw.com
Address:

Attorney Email Authorized: Yes

Correspondent

Correspondent ALEX PATEL
Name/Address: PATEL & ALMEIDA, P.C.
16830 VENTURA BLVD STE 360
ENCINO, CALIFORNIA UNITED STATES 91436-1711

Phone: 8183801900

Correspondent e-mail: paulo@paiplaw.com alex@paiplaw.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Oct. 21, 2014	REGISTERED-PRINCIPAL REGISTER	
Aug. 05, 2014	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Aug. 05, 2014	PUBLISHED FOR OPPOSITION	
Jul. 16, 2014	NOTIFICATION OF NOTICE OF PUBLICATION E- MAILED	
Jun. 27, 2014	LAW OFFICE PUBLICATION REVIEW COMPLETED	69712
Jun. 27, 2014	ASSIGNED TO LIE	69712
Jun. 11, 2014	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jun. 04, 2014	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
May 28, 2014	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
May 27, 2014	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
May 27, 2014	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Mar. 19, 2014	NOTICE OF ACCEPTANCE OF AMENDMENT TO ALLEGE USE E-MAILED	
Mar. 18, 2014	USE AMENDMENT ACCEPTED	76503
Mar. 07, 2014	AMENDMENT TO USE PROCESSING COMPLETE	88889
Mar. 07, 2014	USE AMENDMENT FILED	88889
Mar. 06, 2014	TEAS AMENDMENT OF USE RECEIVED	
Dec. 20, 2013	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Dec. 20, 2013	NON-FINAL ACTION E-MAILED	6325
Dec. 20, 2013	NON-FINAL ACTION WRITTEN	76503
Dec. 14, 2013	ASSIGNED TO EXAMINER	76503
Sep. 19, 2013	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Sep. 06, 2013	NEW APPLICATION ENTERED IN TRAM	


TM Staff and Location Information**TM Staff Information - None****File Location**

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Oct. 21, 2014

Assignment Abstract Of Title Information - Click to Load**Proceedings - Click to Load**

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2. TSDR now displays information regarding **TM5 Common Status Descriptors**.

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Mark: I LOVE JENNI

I Love Jenni

US Serial Number: 86887471

Application Filing Date: Jan. 26, 2016

Register: Principal

Mark Type: Trademark

TM5 Common Status Descriptor:



LIVE/APPLICATION/Published for Opposition

A pending trademark application has been examined by the USPTO and has been published in a way that provides an opportunity for the applicant to oppose its registration.

Status: Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension of Use within 6 months of the NOA issuance date.

Status Date: Aug. 16, 2016

Publication Date: Jun. 21, 2016

Notice of Allowance Date: Aug. 16, 2016

▼ Mark Information

[▲ Collapse All](#)

Mark Literal Elements: I LOVE JENNI

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Name Portrait Consent: The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.

▼ Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Babies' pants; B Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments for women, youth, children, and babies

International Class(es): 025 - Primary Class

U.S Class(es): 022, 039

Class Status: ACTIVE

Basis: 1(b)

▼ Basis Information (Case Level)

Filed Use: No	Currently Use: No	Ame
Filed ITU: Yes	Currently ITU: Yes	Ame
Filed 44D: No	Currently 44D: No	Ame
Filed 44E: No	Currently 44E: No	Ame
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

▼ Current Owner(s) Information

Owner Name: JENNI RIVERA ENTERPRISES, INC.

Owner Address: P.O. BOX 260680
Encino, CALIFORNIA UNITED STATES 91426

Legal Entity Type: CORPORATION

State or Country Where Organized: CALIFORNIA

▼ Attorney/Correspondence Information

Attorney of Record

Attorney Name: George L. Prajin

Attorney Primary Email GP@LOPEZPRAJIN.COM Attorney Email Authorized: Yes

Address:

Correspondent

Correspondent Name/Address: GEORGE L. PRAJIN
LOPEZ & PRAJIN
620 NEWPORT CENTER DR.
SUITE 1100
NEWPORT BEACH, CALIFORNIA UNITED STATES 92660

Phone: 9492004607

Correspondent e-mail: GP@LOPEZPRAJIN.COM Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

▼ Prosecution History

Date	Description	Proceeding Number
Aug. 16, 2016	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Jun. 21, 2016	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 21, 2016	PUBLISHED FOR OPPOSITION	
Jun. 01, 2016	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
May 10, 2016	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 10, 2016	EXAMINER'S AMENDMENT ENTERED	88888

May 10, 2016	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	6328
May 10, 2016	EXAMINERS AMENDMENT E-MAILED	6328
May 10, 2016	EXAMINERS AMENDMENT -WRITTEN	76851
May 10, 2016	ASSIGNED TO EXAMINER	76851
Feb. 01, 2016	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Jan. 29, 2016	NEW APPLICATION ENTERED IN TRAM	

▼ TM Staff and Location Information**TM Staff Information**

TM Attorney: SAUNDERS, ANDREA DAWN

Law Office Assigned: LAW OFFICE 117

File Location

Current Location: INTENT TO USE SECTION

Date in Location: Aug. 16, 2016

▲ Assignment Abstract Of Title Information - None recorded**▲ Proceedings - None recorded**



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Word Mark JENNI RIVERA LA GRAN SEÑORA

Translations The English translation of "La Gran Senora" in the mark is "The Grand Elegant, stately, experienced, high status Woman" or "married lady".

Goods and Services IC 033. US 047 049. G & S: Alcoholic beverages, namely, TEQUILA AND MIXED BEVERAGES OR READY TO DRINK BEVERAGES CONTAINING TEQUILA OR OTHER SPIRITS. FIRST USE: 20121101. USED IN ANOTHER FORM The mark was first used anywhere in a different form other than that sought to be registered at least as early as 01/01/2010. FIRST USE IN COMMERCE: 20130201

Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number 85865088

Filing Date March 2, 2013

Current Basis 1A

Original Filing Basis 1A

Owner (APPLICANT) Jenni Rivera Enterprises Inc. CORPORATION CALIFORNIA P.O. Box 260680 Encino CALIFORNIA 91426

Attorney of Record George L. Prajin

Description of Mark The color(s) black, pink and purple is/are claimed as a feature of the mark. The mark consists of the following: the written word "Gran" in cursive writing bordered above to the center by smaller text of the words "La" in cursive writing and to the top right by the words "Jenni Rivera" in cursive writing and

bordered below by slightly smaller text of the word "senora" in cursive for which the top of the letter "G" of the word "Gran" loops down and to the left across the letter "G" forming a small loop to the right top of the letter "G" and then forms a much larger loop to the left of the letter "G" that overlaps a slightly smaller loop that is formed at the end of the letter "G" that loops to the left and tails out under the above the word "Senora" and under the word "Gran" bordered on the right side by a line.

Type of Mark TRADEMARK

Register PRINCIPAL

Other Data The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.

Live/Dead Indicator LIVE

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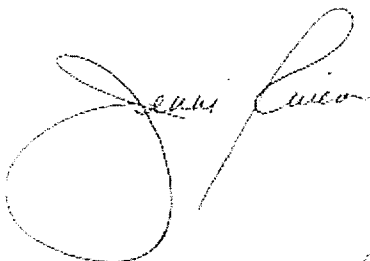
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Logout Please logout when you are done to release system resources allocated for you.

Start List At: OR Jump to record: Record 3 out of 11

TSDR ASSIGN Status TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)



Word Mark JENNI RIVERA
Goods and Services IC 025. US 022 039. G & S: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Babies' pants; Baby bottoms; Baby tops; Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Jeans; T-shirts for women, youths, children, and babys. FIRST USE: 20130601. FIRST USE IN COMMERCE: 20130601
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 85945327
Filing Date May 29, 2013
Current Basis 1A
Original Filing Basis 1B
Published for Opposition July 23, 2013
Registration Number 4499577
International Registration Number 1266251
Registration Date March 18, 2014
Owner (REGISTRANT) Jenni Rivera Enterprises Inc. CORPORATION CALIFORNIA P.O. BOX 260680 Encino CALIFORNIA 91426

Attorney of Record George L. Prajin

Description of Mark Color is not claimed as a feature of the mark. The mark consists of the name "JENNI RIVERA" written in stylized form with the bottom of the letter "J" having a large loop to the left that creates the form of the wings of a butterfly when joined with a smaller loop at the top of the letter "J" that also loops to the left. The Letter "R" also has a similar size loop to the right.

Type of Mark TRADEMARK

Register PRINCIPAL

Other Data "JENNI RIVERA" does not identify a living individual.

Live/Dead Indicator LIVE

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List At: OR to record: **Record 4 out of 11**

(Use the "Back" button of the Internet Browser to return to TESS)



Word Mark JR
Goods and Services IC 025. US 022 039. G & S: Athletic apparel, namely, shoes, shirts, sweaters, sweatshirts, jump suits, track suits, sweat pants, shorts, bathing suits, beach wear, belts, blazers, blouses, body suits, boots, bras, brassieres, caps, pants, coats, denim jeans, dresses, fleece tops, flip flops, footwear, gloves, gowns, halter tops, hats, headbands, hosiery, jackets, jeans, jerseys, jogging suits, jumpers, knee highs, leg warmers, leggings, lingerie, mittens, neckwear, negligees, pajamas, panties, pants, pantyhose, polo shirts, ponchos, pullovers, rain wear, jackets, robes, sandals, scarves, shirts, shoes, skirts, shorts, sports bras, bras, stockings, suits, swim and bathing trunks, tank tops, teddies, T-shirts, warm up suits, girdles, baby and infant apparel, namely, tops, T-shirts, bottoms, one-piece play suits, shoes, socks. FIRST USE: 20100101. FIRST USE IN COMMERCE: 20100101

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design 03.23.01 - Butterflies; Moths
Search Code 03.23.24 - Stylized insects, spiders and micro-organisms
Serial Number 85945725
Filing Date May 29, 2013
Current Basis 1A
Original Filing Basis 1B
Published for Opposition March 25, 2014
 4717069

Registration Number

Registration Date April 7, 2015

Owner (REGISTRANT) Jenni Rivera Enterprises Inc. CORPORATION CALIFORNIA P.O. BOX 260680 Encino CALIFORNIA 91426

Attorney of Record George L. Prajin

Description of Mark Color is not claimed as a feature of the mark. The mark consists of the stylized letters "J" and "R" and the design of a butterfly flying above the "R" and to the right of the "J".

Type of Mark TRADEMARK

Register PRINCIPAL

Other Data The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.

Live/Dead Indicator LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

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STATUS

DOCUMENTS

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Mark: J R



US Serial Number: 85323324

Application Filing Date: May 17, 2011

US Registration Number: 4087049

Registration Date: Jan. 17, 2012

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark

TMS Common Status
Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Jan. 17, 2012

Publication Date: Nov. 01, 2011

▼ Mark Information

▲ Collapse All

Mark Literal Elements: J R

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the letters "JR" in stylized font with a design of a butterfly appear to the upper right of the "JR" letters all surrounded by a circle border.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 03.23.01 - Butterflies; Moths
26.01.01 - Circles as carriers or as single line borders

▼ **Goods and Services**

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [.] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For: Body lotion; Eye shadows; Eye-shadow; Lip gloss; Perfume

International Class(es): 003 - Primary Class

U.S Class(es): 001, 004, 006, 050, 051, 052

Class Status: ACTIVE

Basis: 1(a)

First Use: Feb. 2008

Use in Commerce: Feb. 2008

▼ **Basis Information (Case Level)**

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

▼ **Current Owner(s) Information**

Owner Name: Jenni Rivera Enterprises Inc.

9/2/2016

Trademark Status & Document Retrieval

Owner Address: 3830 Encino Verde Pl.
Encino, CALIFORNIA UNITED STATES 91436

Legal Entity Type: CORPORATION

State or Country Where Organized: CALIFORNIA

▼ Attorney/Correspondence Information

Attorney of Record

Attorney Name: Alex Patel

Attorney Primary Email john@patelalumit.com
Address:

Attorney Email Authorized: No

Correspondent

Correspondent Alex Patel

Name/Address: PATEL & ALUMIT
16830 VENTURA BLVD STE 360
ENCINO, CALIFORNIA UNITED STATES 91436-1711

Phone: (818) 380-1900

Fax: (818) 380-1908

Correspondent e-mail: john@patelalumit.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

▼ Prosecution History

Date	Description	Proceeding Number
Nov. 05. 2012	REVIEW OF CORRESPONDENCE COMPLETE - POWER OF ATTORNEY ENTERED	67149
Oct. 25. 2012	TEAS WITHDRAWAL OF ATTORNEY RECEIVED-FIRM RETAINS	
Jan. 17. 2012	REGISTERED-PRINCIPAL REGISTER	
Nov. 01, 2011	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Nov. 01. 2011	PUBLISHED FOR OPPOSITION	
Sep. 26, 2011	LAW OFFICE PUBLICATION REVIEW COMPLETED	70633
Sep. 26, 2011	ASSIGNED TO LIE	70633
Sep. 14, 2011	APPROVED FOR PUB - PRINCIPAL REGISTER	
Sep. 14, 2011	TEAS/EMAIL CORRESPONDENCE ENTERED	88889

http://tsdr.uspto.gov/#caseNumber=85323324&caseType=SERIAL_NO&searchType=statusSearch

3/4

9/2/2016

Trademark Status & Document Retrieval

Sep. 13, 2011	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Sep. 13, 2011	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Sep. 02, 2011	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Sep. 02, 2011	NON-FINAL ACTION E-MAILED	6325
Sep. 02, 2011	NON-FINAL ACTION WRITTEN	72471
Sep. 01, 2011	ASSIGNED TO EXAMINER	72471
May 24, 2011	NOTICE OF DESIGN SEARCH CODE MAILED	
May 21, 2011	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
May 20, 2011	NEW APPLICATION ENTERED IN TRAM	

▼ **TM Staff and Location Information**

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jan. 17, 2012

▲ Assignment Abstract Of Title Information - None recorded

▲ Proceedings - None recorded



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- [NEXT DOC](#)
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List At: OR to record: **Record 5 out of 11**

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JENNI RIVERA

Word Mark JENNI RIVERA
Goods and Services IC 009. US 021 023 026 036 038. G & S: Digital media, namely, CDS, DVDs and all media featuring the music of Jenni Rivera; Downloadable ring tones, graphics and music via a global computer network and wireless devices; Musical recordings; Musical sound recordings; Musical video recordings; Sound recordings featuring the music of Jenni Rivera in all media. FIRST USE: 19950101. FIRST USE IN COMMERCE: 19950101

IC 025. US 022 039. G & S: Caps; Hats; Hooded pullovers; Hooded sweatshirts for men, women, youths, children, infants; Polo shirts; Sweat shirts; T-shirts; Women's clothing, namely, shirts, dresses, skirts, blouses. FIRST USE: 19950101. USED IN ANOTHER FORM The mark was first used anywhere in a different form other than that sought to be registered at least as early as 01/01/1995. FIRST USE IN COMMERCE: 19950101

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85945659
Filing Date May 29, 2013
Current Basis 1A
Original Filing Basis 1A
Published for Opposition October 21, 2014
 4665562

Registration Number

Registration Date January 6, 2015

Owner (REGISTRANT) Jenni Rivera Enterprises Inc. CORPORATION CALIFORNIA P.O. BOX 260680 Encino CALIFORNIA 91426

Attorney of Record George L. Prajin

Type of Mark TRADEMARK

Register PRINCIPAL-2(F)

Other Data The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.

Live/Dead Indicator LIVE

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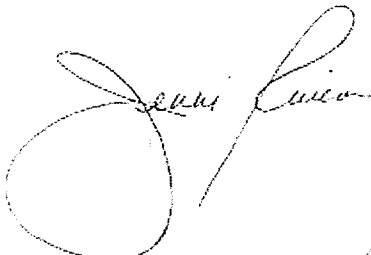
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Start List At: OR Jump to record: Record 6 out of 11

TSDR ASSIGN Status TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)



Word Mark JENNI RIVERA

Goods and Services IC 041. US 100 101 107. G & S: Entertainment services in the nature of film, live and televised performances featuring musical, dance, dramatic, and comedic presentations; entertainment services, namely, an ongoing series featuring music and dance provided through the internet, television, satellite, and audio media; film, theater, radio, videotape and television program production services; entertainment in the nature of a continuing television drama series, entertainment in the nature of a continuing television comedy series; entertainment in the nature of television news shows; music publishing services; song writing services; audio recording and production; record and music production; recording studio services; magazine publication services; providing recreational activities facilities for others; recreational camps; recreational park services; amusement parks; art exhibitions; dance instruction; entertainment services, namely, operating a museum and providing guided tours of the museum; providing theme park services; dance events; dance schools; dance studios; museums; entertainment services, namely, providing podcasts in the field of music; entertainment services, namely, providing information and commentary online in the field of music; providing newsletters in the field of music via e-mail; entertainment services, namely, providing pre-recorded music, video and graphics, providing information in the field of music, and commentary and articles about music, all on-line; providing an Internet website portal featuring musical performances, musical videos, film clips, photographs and other multimedia materials; fan club services; educational services, namely, conducting classes, seminars, conferences, and workshops in the field of music and entertainment performances. FIRST USE: 20090101. FIRST USE IN COMMERCE: 20090101

Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number 85865066

Filing Date March 2, 2013

Current Basis 1A
Original Filing Basis 1B
Published for Opposition July 23, 2013
Registration Number 4499404
Registration Date March 18, 2014
Owner (REGISTRANT) Jenni Rivera Enterprises Inc. CORPORATION CALIFORNIA P.O. Box 260680 Encino CALIFORNIA 91426
Attorney of Record George L. Prajin
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the name "JENNI RIVERA" written in stylized form with the bottom of the letter "J" having a large loop to the left and the top of the letter "J" having a smaller loop to the left and the letter "R" with a slightly larger loop to the right.
Type of Mark SERVICE MARK
Register PRINCIPAL-2(F)
Other Data "JENNI RIVERA" does not identify a living individual.
Live/Dead Indicator LIVE

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List At: OR to record: **Record 7 out of 11**

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JENNI BY JENNI RIVERA

Word Mark	JENNI BY JENNI RIVERA
Goods and Services	IC 003. US 001 004 006 050 051 052. G & S: Perfume. FIRST USE: 20110801. FIRST USE IN COMMERCE: 20110801
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85231392
Filing Date	February 1, 2011
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	June 7, 2011
Registration Number	4110091
Registration Date	March 6, 2012
Owner	(REGISTRANT) Jenni Rivera Enterprises Inc. CORPORATION CALIFORNIA 3830 Encino Verde Pl. Encino CALIFORNIA 91436
Attorney of Record	Alex Patel
Type of Mark	TRADEMARK
Register	PRINCIPAL
Other Data	The name(s), portrait(s), and/or signature(s) shown in the mark identifies "JENNI RIVERA", whose consent(s) to register is made of record.
Live/Dead Indicator	LIVE

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Exhibit 4
International Trademark Information

In order to obtain the most accurate information from IMPI, click on the next link <http://marcanet.impi.gob.mx/marcanet/controler/>

1583397 - JENNI RIVERA LA GRAN SEÑORA

Status: Active (2015-10-23)

(111) Registration Number
1583397

(151) Date of the registration
2015-10-23

(210) Serial number of the application
0119851427405

(220) Date of filing of the application
2013-10-30

(180) Expected expiration date of the registration/renewal
2023-10-30

(541) Reproduction of the mark where the mark is represented in standard characters
JENNI RIVERA LA GRAN SEÑORA

(550) Indication relating to the nature or kind of mark
Trade mark

(731) Name and address of the applicant
JENNI RIVERA ENTERPRISES, INC.
P.O. BOX 260680
ENCINO, CA. , ESTADOS UNIDOS DE AMERICA (91426)

(740) Name and address of the representative
MANRIQUE MOHENO AGUILAR
FRANCISCO PETRARCA # 223-1002, COL. POLANCO
MEXICO, D.F. (11560)

(511) The International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) and the list of goods and services classified according thereto

33 BEBIDAS ALCOHOLICAS (EXCEPTO CERVEZAS).

In order to obtain the most accurate information from IMPI, click on the next link <http://marcanet.impi.gob.mx/marcanet/controler/>

1583396 - JENNI RIVERA

Status: Active (2015-10-23)

(111) Registration Number

1583396

(151) Date of the registration

2015-10-23

(210) Serial number of the application

0119851427403

(220) Date of filing of the application

2013-10-30

(180) Expected expiration date of the registration/renewal

2023-10-30

(541) Reproduction of the mark where the mark is represented in standard characters

JENNI RIVERA

(550) Indication relating to the nature or kind of mark

Trade mark

(731) Name and address of the applicant

JENNI RIVERA ENTERPRISES, INC.

P.O. BOX 260680

ENCINO, CA. , ESTADOS UNIDOS DE AMERICA (91426)

(740) Name and address of the representative

MANRIQUE MOHENO AGUILAR

FRANCISCO PETRARCA # 223-1002, COL. POLANCO

MEXICO, D.F. (11560)

(511) The International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) and the list of goods and services classified according thereto

33 BEBIDAS ALCOHOLICAS (EXCEPTO CERVEZAS).



1266251 - Jenni Rivera

CN MX

151 Date of the registration
10.03.2015

180 Expected expiration date of the registration/renewal
10.03.2025

270 Language of the application
English

Current Status

732 Name and address of the holder of the registration
Jenni Rivera Enterprises Inc.
P.O. BOX 260680
Encino CA 91426
(US)

811 Contracting State of which the holder is a national
US

842 Legal nature of the holder (legal entity) and State, and, where applicable, territory within that State where the legal entity is organized
CORPORATION, California, United States

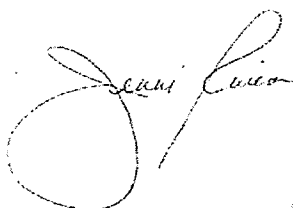
740 Name and address of the representative
George L. Prajin
Lopez and Prajin
620 Newport Center Dr.,
Suite 1100
Newport Beach CA 92660
(US)

9/2/2016

ROMARIN

(US)

540 Mark

A stylized signature mark for Jenni Rivera. The name "Jenni Rivera" is written in a cursive, handwritten style. The letter "J" is significantly larger and features a large loop on its left side that extends downwards and then curves back up to the top of the letter. The letter "R" also has a large loop on its right side. The overall appearance is that of a personal signature.

531 International Classification of the Figurative Elements of Marks (Vienna Classification) - VCL(7)
27.05.13

571 Description of the mark

The mark consists of the name "JENNI RIVERA" written in stylized form with the bottom of the letter "J" having a large loop to the left that creates the form of the wings of a butterfly when joined with a smaller loop at the top of the letter "J" that also loops to the left. The Letter "R" also has a similar size loop to the right.

511 International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) - NCL(10-2015)

25 Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; babies' pants; baby bottoms; baby tops; children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; jeans; t-shirts for women, youths, children, and babys.

821 Basic application

US, 29.05.2013, 85945327

882 Basic registration

US, 18.03.2014, 4499577

832 Designation(s) under the Madrid Protocol

CN - MX

Registration : 2015/38 Gaz, 01.10.2015, CN, MX

[Back to top](#)

Exhibit 2
Articles of Organization 3JM LLC

LLC-1 **Articles of Organization of a Limited Liability Company (LLC)**

201823410348

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

FILED
Secretary of State
State of California

AUG 21 2013

100

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For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

LLC Name

① 3JM LLC

Proposed LLC Name

The name must end with: "LLC," "L.L.C.," "Limited Liability Company," "Limited Liability Co.," "Ltd. Liability Co.," or "Ltd. Liability Company;" and may not include: "bank," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp.," "insurer," or "insurance company." For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

② The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea Limited Liability Company Act.

LLC Addresses

③ a. 9025 Wilshire Blvd., Suite 500 Beverly Hills CA 90211
Initial Street Address of LLC *City (no abbreviations)* *State* *Zip*

b. _____
Initial Mailing Address of LLC, if different from 3a *City (no abbreviations)* *State* *Zip*

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a 1505 corporation.)

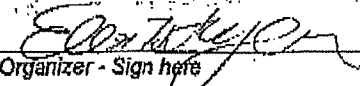
④ a. Anthony R. Lopez
Agent's Name

b. 9025 Wilshire Blvd., Suite 500 Beverly Hills CA 90211
Agent's Street Address (if agent is not a corporation) *City (no abbreviations)* *State* *Zip*

Management (Check only one.)

- ⑤ The LLC will be managed by:
- One Manager More Than One Manager All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

▶ 
Organizer - Sign here

Ellen Tsaturyan
Print your name here

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944260
Sacramento, CA 94244-2600

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814



I hereby certify that the foregoing
transcript of _____ page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

AUG 23 2013

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State

Exhibit 3
Certificate of Amendment to Articles

LLC-2 **Amendment to Articles of Organization of a Limited Liability Company (LLC)**

To change information of record for your California LLC, you can fill out this form, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State, or if suspended, this form can only be filed to list a new LLC name. To check the status of the LLC, go to kepler.sos.ca.gov.

Important! To change the LLC addresses, or to change the name or address of the LLC's agent for service of process, you must file a Statement of Information (Form LLC-12). To get Form LLC-12, go to www.sos.ca.gov/business/be/statements.htm.

Items 4-6: **Only** fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

FILED
Secretary of State
State of California

FEB 23 2015

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

① **LLC's Exact Name** (on file with CA Secretary of State)
3JM LLC

② **LLC File No.** (Issued by CA Secretary of State)
201323410348

Purpose

- ③ The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

New LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

- ④ Jenni Rivera Enterprises, LLC

Proposed LLC Name

The proposed new name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company.


Management (Check only one.)

- ⑤ The LLC will be managed by:
 One Manager More Than One Manager All Limited Liability Company Member(s)

Amendment to Text of the Articles of Organization (List both the current text, and the text as amended by this filing.)

- ⑥

Read and sign below: Unless a greater number is provided for in the Articles of Organization, this form must be signed by at least one manager, if the LLC is manager-managed or at least one member, if the LLC is member-managed. If the signing manager or member is a trust or another entity, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this document.


Sign here

Rosa A. Rivera Flores
Print your name here

Manager
Your business title

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944228
Sacramento, CA 94244-2280

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814



I hereby certify that the foregoing
transcript of _____ page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

FEB 27 2015

Handwritten initials, possibly "AP", written in black ink.

Date: _____

Handwritten signature of Alex Padilla in black ink.

ALEX PADILLA, Secretary of State

Exhibit 4
Certification of Trust

**TRUST CERTIFICATION
OF THE
DOLORES J. RIVERA LIVING TRUST**

To: All banks, savings and loan associations, securities and mutual fund brokers, title insurers, transfer agents, and other persons and institutions.

I, Rosa A. Rivera Flores, as trustee of the Dolores J. Rivera Living Trust, dated August 11, 2012 ("Trust"), certify as follows:

1. CREATION OF TRUST

The Trust was created on August 11, 2012, by Dolores J. Rivera, as settlor and trustee under a trust executed on that date and amended on October 11, 2012.

2. NAME OF TRUST

The name of the Trust is the Dolores J. Rivera Living Trust.

3. TRUSTEE

The currently acting trustee of the Trust is Rosa A. Rivera Flores.

4. TRUST PROPERTY

The trustee is now holding as trustee of the Trust one or more items of property, which constitute the Trust property.

5. IRREVOCABILITY OF TRUST

The Trust is an irrevocable trust.

6. POWERS OF TRUSTEE

The attached copies of specific pages of the trust document are true and correct copies of those pages, and state the identity of the trustee, define the signature authority of the trustee, and list relevant powers of the trustee.

7. TAXPAYER IDENTIFICATION NUMBER

The Taxpayer Identification Number of this Trust is 46-6417734.

8. **MANNER IN WHICH TITLE TO ASSETS SHOULD BE TAKEN**

Title to Trust assets should be taken in the following form: "Rosa A. Rivera Flores, as Trustee of the Dolores J. Rivera Living Trust, dated August 11, 2012."

9. **NO REVOCATIONS, MODIFICATIONS OR AMENDMENTS**

Except as otherwise stated in paragraph 1 above, the Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certification of Trust to be incorrect.

10. **SIGNED BY ALL CURRENTLY ACTING TRUSTEE(S)**

This Certification of Trust is being signed by all of the currently acting trustee(s) of the Trust.

11. **ACCURACY**

This Certification of Trust is a true and accurate statement of the matters referred to herein.

12. **RELIANCE ON THIS CERTIFICATION OF TRUST**

This Certification of Trust is made in accordance with California Probate Code Section 18100.5, a copy of which is attached to this instrument. Any transaction entered into by a person acting in reliance on this Certification of Trust shall be enforceable against the Trust assets. **PROBATE CODE SECTION 18100.5(h) PROVIDES THAT ANY PERSON WHO REFUSES TO ACCEPT THIS CERTIFICATION IN LIEU OF THE ORIGINAL TRUST DOCUMENT WILL BE LIABLE FOR DAMAGES, INCLUDING ATTORNEYS' FEES, INCURRED AS A RESULT OF THAT REFUSAL, IF THE COURT DETERMINES THAT THE PERSON ACTED IN BAD FAITH IN REQUESTING THE TRUST DOCUMENT.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: January 4, 2013

TRUSTEE


Rosa A. Rivera Flores

ACKNOWLEDGMENT

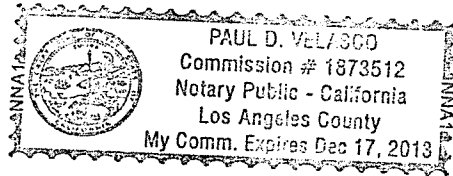
State of California)
) ss
County of Orange)

On January 4, 2013, before me, Paul D. Velasco, Notary Public, personally appeared Rosa A. Rivera Flores, 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



(SEAL)

TEXT OF CALIFORNIA PROBATE CODE SECTION 18100.5

§ 18100.5.

- (a) The trustee may present a certification of trust to any person in lieu of providing a copy of the trust instrument to establish the existence or terms of the trust. A certification of trust may be executed by the trustee voluntarily or at the request of the person with whom the trustee is dealing.
- (b) The certification of trust may confirm the following facts or contain the following information:
- (1) The existence of the trust and date of execution of the trust instrument.
 - (2) The identity of the settlor or settlors and the currently acting trustee or trustees of the trust.
 - (3) The powers of the trustee.
 - (4) The revocability or irrevocability of the trust and the identity of any person holding any power to revoke the trust.
 - (5) When there are multiple trustees, the signature authority of the trustees, indicating whether all or less than all of the currently acting trustees are required to sign in order to exercise various powers of the trustee.
 - (6) The trust identification number, whether a social security number or an employer identification number.
 - (7) The manner in which title to trust assets should be taken.
- (c) The certification shall contain a statement that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained in the certification of trust to be incorrect and shall contain a statement that it is being signed by all of the currently acting trustees of the trust. The certification shall be in the form of an acknowledged declaration signed by all currently acting trustees of the trust.
- (d) The certification of trust shall not be required to contain the dispositive provisions of the trust which set forth the distribution of the trust estate.
- (e) A person may require that the trustee offering the certification of trust provide copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction. Nothing in this section is intended to require or imply an obligation to provide the dispositive provisions of the trust or the entire trust and amendments thereto.
- (f) A person who acts in reliance upon a certification of trust without actual knowledge that the representations contained therein are incorrect is not liable to any person for so acting. A person who does not have actual knowledge that the facts contained in the certification of trust are incorrect may assume without inquiry the existence of the facts contained in the certification of trust. Actual knowledge shall not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the trust certification. Any transaction, and any lien created thereby, entered into by the trustee and a person acting in reliance upon a certification of trust shall be enforceable against the trust assets. However, if the person has actual knowledge that the trustee is acting outside the scope of the

trust, then the transaction is not enforceable against the trust assets. Nothing contained herein shall limit the rights of the beneficiaries of the trust against the trustee.

(g) A person's failure to demand a certification of trust does not affect the protection provided that person by Section 18100, and no inference as to whether that person has acted in good faith may be drawn from the failure to demand a certification of trust. Nothing in this section is intended to create an implication that a person is liable for acting in reliance upon a certification of trust under circumstances where the requirements of this section are not satisfied.

(h) Except when requested by a beneficiary or in the context of litigation concerning a trust and subject to the provisions of subdivision (e), any person making a demand for the trust documents in addition to a certification of trust to prove facts set forth in the certification of trust acceptable to the third party shall be liable for damages, including attorney's fees, incurred as a result of the refusal to accept the certification of trust in lieu of the requested documents if the court determines that the person acted in bad faith in requesting the trust documents.

DOLORES J. RIVERA LIVING TRUST

ARTICLE ONE

CREATION OF TRUST

1.1. Declaration. DOLORES J. RIVERA (also known as JENNI RIVERA) of Los Angeles County, California, who is herein referred to as "the settlor" or "the trustee," depending on the context, hereby declares that she holds certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument.

1.2. Names of Trusts. The trusts created by this instrument shall be known collectively as the DOLORES J. RIVERA LIVING TRUST, and each separate trust created under this instrument shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this instrument.

1.3. Statement of Intent. The primary purpose of the settlor in the establishment of this trust is to create a plan for the management and distribution of the trust property in the event of the settlor's incapacity and at the time of the settlor's death. The secondary purpose of this trust is the avoidance of probate. The settlor will make best efforts to properly fund this trust and maintain proper title to the settlor's assets during the settlor's lifetime in order to achieve that purpose. However, the settlor also recognizes that from time to time, either through error or inadvertence, title to certain assets may not properly reflect trust ownership. Therefore, if at any time in the future, it becomes necessary to initiate a court proceeding to determine title to certain assets of the settlor, whether currently owned or hereafter acquired, due to the fact that title is not properly reflected in the name of the trust, the settlor requests that the court liberally construe the settlor's intent to avoid probate and make an order (in accordance with the court's holding in Estate of Heggstad (1993) 16 CA4th 943) determining that such assets are part of the trust estate,

(e) Trustee's Power to Petition Court to Amend Nonexempt Trust. If the trustee determines that the burdens of generation-skipping transfer taxes, income taxes, and death taxes on a Nonexempt Trust, the settlor's estate, or the beneficiaries of that trust would be reduced, the trustee may petition the court to amend the trust to grant to one or more trust beneficiaries who are non-skip persons in a generation below the settlor a general testamentary power of appointment over all or a specified portion of that Nonexempt Trust. Any power to amend the trust is within the discretion of the court, and the preceding sentence shall not be construed to give the trustee any power that the trustee does not already have under California trust law to petition the court under the appropriate circumstances, nor shall it be construed to limit the power of the trustee or any beneficiary under California trust law to petition the court under the appropriate circumstances.

(f) Purpose of Section. The purpose of this section is to allow the trustee to administer the trusts so as to decrease the amount of generation-skipping transfer taxes owed on transfers from the trusts. The trustee shall balance that consideration against any other tax and nontax considerations, and may disregard the generation-skipping transfer tax consequences to the extent that the trustee determines that doing so will allow the trustee to carry out the settlor's intentions in creating the trusts. All decisions of the trustee under this subsection are within the trustee's discretion and shall be final and incontestable by anyone.

(g) Amendment of Trust to Reflect Changes in Tax Law. If, in the judgment of the executor or the trustee, at any time after the execution of this trust instrument, any statute, regulation, court decision, or administrative ruling imposes different or additional requirements on the trust in connection with the generation-skipping transfer tax the executor or the trustee may petition the court to amend the terms of the trust to meet those requirements and achieve the purpose of this section.

ARTICLE SEVEN

TRUSTEE

7.1. Successor Trustees. If the office of trustee becomes vacant, by reason of death, incapacity, or any other reason, the following, in the order of priority indicated, shall be trustee:

First, ROSA A. RIVERA FLORES;

Second, JANNEY MARIN.

If all those named above are unwilling or unable to serve as successor trustee, a new trustee or cotrustees shall be appointed by the court.

7.2. Child, Issue or Beneficiary as Sole Trustee for Separate Share Trust for Children and Issue. Notwithstanding any other provision regarding trustees in this instrument, it is the settlor's intention that after the death of the settlor, each child, issue or beneficiary (collectively referred to as "beneficiary" for purposes of this Section 7.2) of the settlor for whom a separate share trust is being administered under this trust instrument is hereby given the right to withdraw a portion of the separate share trust apportioned for the benefit of such beneficiary, as set forth below, and thereafter hold such portion withdrawn in trust, as trustee, and thereafter manage, invest and reinvest such portion and collect the income thereof and dispose of the net income and principal according to the terms set forth in Article Six applicable to the Separate Share Trust for Children and Issue. When any beneficiary of the settlor shall have attained the age of twenty-five (25) years, the beneficiary may withdraw principal and accumulated income not to exceed one-third (1/3) of the trust estate then held for the beneficiary; when any beneficiary of the settlor shall have attained the age of thirty (30) years, the beneficiary may withdraw principal and accumulated income not to exceed one-half (1/2) of the trust estate then held for the beneficiary; when any beneficiary of the settlor shall have attained the age of thirty-five (35) years, the beneficiary may withdraw the balance of the principal and accumulated income of the trust. All principal and accumulated income so withdrawn shall thereafter be held in trust and administered and distributed by the beneficiary, as trustee, according to the terms of this trust instrument. If the beneficiary does not exercise his or her right to withdraw principal and accumulated income and hold the withdrawn amounts as trustee (as contemplated by the provisions of this section), the trustee shall continue to hold and administer the undrawn portion or part of portion in accordance with the provisions herein; provided, however, that such

beneficiary shall have the continuing right to effect withdrawals of said undrawn portion or part of portion upon the terms and conditions set forth above.

Furthermore, upon attaining the ages specified above, the beneficiary shall have the right to designate by will or other written instrument any qualified bank or trust company as a successor trustee of that portion of the beneficiary's trust over which the beneficiary is acting (or may act) as trustee to act in the event of the beneficiary's death, incompetency, inability or unwillingness to act, or as a cotrustee to act with the beneficiary. Should the beneficiary fail to so designate a successor trustee or cotrustees of the beneficiary's share, then the successor trustee or cotrustees named in Section 7.1 shall act in the order designated.

Notwithstanding any other provision of this trust instrument, if a child or any other beneficiary of the settlor resigns as trustee of his or her separate share trust, he or she may not at any time be reappointed as trustee.

7.3. Definition of Trustee. Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

7.4. Removal and Replacement of Trustee by Settlor. The settlor shall have the power, at any time and for any reason, with or without cause, to remove any trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another trustee to replace the removed trustee. Removal shall be effected by giving a written notice of removal to the trustee to be removed and to the designated successor. The removal shall become effective on the delivery to the settlor of a written acceptance of the trust by the successor trustee, and the settlor shall promptly notify the trustee being removed of the receipt of that acceptance.

7.5. Waiver of Bond. No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

7.6. Compensation of Individual Trustees. Each individual who is a trustee under this instrument shall be entitled to reasonable compensation for services rendered, payable without court order.

7.7. Procedure for Resignation. Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to the settlor, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

7.8. General Powers of Trustee. To carry out the purposes of the trusts created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

- (a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.
- (b) Engage in any transactions with the personal representative of the estate of the settlor that are in the best interest of any trusts created in this instrument.
- (c) Manage, control, improve, and maintain all real and personal trust property.

- (d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (e) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- (f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.
- (g) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.
- (h) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.
- (i) Deposit securities in a securities depository that is either licensed or exempt from licensing.
- (j) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.
- (k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.

(l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.

(m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.

(n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.

(o) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

7.9. Power to Retain Trust Property. The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlor in creating the trust, as determined from this trust instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.

7.10. Trustee's Power to Invest Property. Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.

7.11. Power Over Unproductive Property. The trustee shall have the power to retain or acquire unproductive or underproductive property.

7.12. Power to Operate Business. The trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The trustee shall also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee deems advisable.

7.13. Power to Self-Deal. The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; lend or advance funds to the trust, with interest at then-prevailing rates, and receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee. The trustee, acting as trustee of another trust established by the settlors or another trust established for the benefit of any one or more of the beneficiaries of the trust, shall have the power to borrow funds from the

trust with interest at then-prevailing rates, and give security for the loans in any commercially reasonable form.

7.14. Powers Regarding Subchapter S Stock. If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the trustee shall act as follows:

- (a) Allocation or Distribution to Permitted Shareholders. The trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.
- (b) Qualified Subchapter S Trust Provisions. If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section. The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.
- (c) Other Trustee Administrative Powers. The trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating

to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.

(d) Beneficiary Agreement. The trustee shall not distribute any S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.

(e) Certificate to Bear Legend. If the trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.

(f) No Disqualification of Marital Deduction. Any grant of power or discretion to the trustee under this section shall be void to the extent that that grant would cause the estate of the settlor to lose all or part of the federal estate tax marital deduction, and in the event of an irreconcilable conflict between qualification of a trust as a permitted shareholder of an S corporation and qualification of that trust for the federal estate tax marital deduction, all of the S corporation's stock otherwise passing to that trust shall be distributed outright to the settlor's husband.

7.15. Power to Combine Trust Assets. Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

7.16. Early Termination of Trusts. The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below forty thousand dollars (\$40,000), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical. Continuing administration shall be uneconomical if the trustee determines that, with reference to the trust fee schedules then in effect for corporate fiduciaries in the area in which the trust is being administered, the trust would be subject to the minimum trust administration fees of those fiduciaries, regardless of the value of the trust. On termination, the trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

7.17. Division or Distribution in Cash or Kind. In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution. This section shall apply only to the extent that it does not conflict with the provisions in this instrument specifying allocation of assets involving generation-skipping trusts.

7.18. Payments to Legally Incapacitated Persons. If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the

payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25); to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. If there is no custodian then-serving or nominated to serve by the settlor for a beneficiary, the personal representative or trustee, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

7.19. Trustee's Liability. No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any cotrustee, predecessor trustee, or agent employed by the trustee.

7.20. Written Notice to Trustee. Until the trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

7.21. Duty to Account. The trustee shall render accounts at least annually, at the termination of a trust, and on a change of trustees, to the persons and in the manner required by law. When a predecessor trustee has failed to render accounts as required under this provision,

the successor trustee may, but need not, render accounts for such period with reasonable efforts without incurring any additional liability for acts of a predecessor trustee, other than as already provided under California law. This provision is intended to permit the successor trustee to render accounts for the predecessor without creating any additional duty to investigate or to account. Nonetheless, if in the course of rendering accounts left undone by the predecessor trustee, the successor trustee obtains knowledge of a situation that may constitute a breach of trust committed by the predecessor trustee, the successor trustee shall deal with such knowledge in accordance with the successor trustee's fiduciary duties and powers.

7.22. Time Period For Objecting to Account. Upon receipt of an account by the trustee, a beneficiary has 180 days to make any objection to such account or to make any claim against the trustee for matters adequately disclosed in such account. The existence of this time period for objecting to an account shall be stated in the accounts rendered by the trustee in a separate paragraph on the face of the account in not less than 12-point boldface type as follows:

NOTICE TO BENEFICIARIES

YOU HAVE ONE HUNDRED EIGHTY (180) DAYS FROM YOUR RECEIPT OF THIS ACCOUNT OR REPORT TO MAKE AN OBJECTION OR OBJECTIONS TO ANY ITEM SET FORTH IN THIS ACCOUNT OR REPORT. ANY OBJECTION YOU MAKE MUST BE IN WRITING; IT MUST BE DELIVERED TO THE TRUSTEE WITHIN THE PERIOD STATED ABOVE; AND IT MUST STATE YOUR OBJECTION. YOUR FAILURE TO DELIVER A WRITTEN OBJECTION TO THE TRUSTEE WITHIN THE TIME PERIOD STATED ABOVE WILL PERMANENTLY PREVENT YOU FROM LATER ASSERTING THIS

OBJECTION AGAINST THE TRUSTEE. IF YOU DO MAKE AN OBJECTION TO THE TRUSTEE, THE THREE YEAR PERIOD PROVIDED IN SECTION 16460 OF THE PROBATE CODE FOR COMMENCEMENT OF LITIGATION WILL APPLY TO CLAIMS BASED ON YOUR OBJECTION AND WILL BEGIN TO RUN ON THE DATE THAT YOU RECEIVE THIS ACCOUNT OR REPORT.

7.23. Cotrustee May Delegate Acts to Other Cotrustee. Any cotrustee may, from time to time, delegate to the other cotrustee routine acts of trust administration and may establish bank or other accounts for the trust that will honor the signature of one or of either cotrustee.

ARTICLE EIGHT

CONCLUDING PROVISIONS

8.1. Survivorship Requirement. For the purposes of this instrument, a beneficiary shall be deemed not to have survived the settlor if that beneficiary dies within thirty (30) days after the settlor's death.

8.2. No-Contest Clause. If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlor without issue.

Without probable cause challenges the validity of this trust instrument, or any contract, agreement (including any trust agreement), beneficiary designation, or other document executed by the settlor, or for the benefit of the settlor, constituting part of an integrated estate plan, or executed by another for the benefit of the settlor, on any of the following grounds:

according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time the settlor is deemed to have died.

ARTICLE NINE

SIGNATURE AND EXECUTION

9.1. Execution. I certify that I have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As trustee of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As settlor of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on August 11, 2012 at Santa Fe Springs, California.

SETTLOR-TRUSTEE



DOLORES J. RIVERA

ACKNOWLEDGMENT

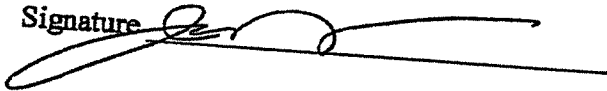
State of California
County of Los Angeles

On August 11, 2012 before me, Paul D. Velasco, Notary Public, personally appeared DOLORES J. RIVERA, 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



(Seal)

**AMENDMENT TO
DOLORES J. RIVERA LIVING TRUST**

Preamble. DOLORES J RIVERA (also known as JENNI RIVERA) is the settlor of the DOLORES J RIVERA LIVING TRUST created under that certain declaration dated August 11, 2012 (the "Trust"). DOLORES J RIVERA is the trustee duly appointed and acting under and by terms of the Trust. In Section 3 1 of the Trust, the settlor reserved the right to amend the Trust, in the following language:

"Any trust created by this instrument may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime. After the settlor's death, any trust created by this instrument shall be irrevocable and not subject to amendment."

The settlor now wishes to exercise her right of amendment and, to that end, does hereby amend the Trust in the terms stated below. The trustee hereby consents to the terms of this amendment.

1. Replacement of Section 1.5 of Article One. Section 1.5 of Article One of the Trust is hereby revoked in its entirety and replaced with a new Section 1 5 as follows:

"1.5 Marital Status; Failure to Provide for Spouse. The settlor is married to ESTEBAN LOAIZA; however, they are currently separated. Therefore, the settlor's failure to provide for her husband in this trust instrument, or any other document constituting part of her integrated estate plan, is intentional, and any claim by ESTEBAN LOAIZA under Probate Code Section 6560, or any other statutory or common law grounds for recovery by an omitted spouse shall be barred."

2. Revocation of Section 1.6 of Article One. Section 1.6 of Article One of the Trust is hereby revoked in its entirety and shall not be replaced.

3. Replacement of Section 1.7 of Article One Section 1.7 of Article One of the Trust is hereby revoked in its entirety and replaced with a new Section 1.7 as follows:

"1.7 Identification of Living Children. The settlor has five living children, as follows:

<u>Name</u>	<u>Date of Birth</u>
JANNEY MARIN (also known as CHIQUIS MARIN)	6/26/1985
JAQUELIN CAMPOS (formerly known as JAQUELIN M. MARIN)	11/20/1989
TRINIDAD MARIN (also known as MICHAEL MARIN)	9/11/1991
JENICKA P. LOPEZ	10/3/1997
JUAN A LOPEZ	2/11/2001*

4. Replacement of Section 1.9 of Article One Section 1.9 of Article One of the Trust is hereby revoked in its entirety and replaced with a new Section 1.9 as follows:

"1.9. Definitions of Child, Children, and Issue. As used in this instrument, the terms "child" and "children" refer to natural children and to children who have been legally adopted before age 21 by the parent or parents from or through whom their right to inherit or to take is determined or derived, and the term "issue" refers to all lineal descendants of all generations, with the relationship of parent and child at each generation being determined by the definitions of "child" and "children" set forth in this instrument. Notwithstanding the foregoing or any other provision of this trust instrument, the term "child" or "issue" shall not refer to JANNEY MARIN (also known as CHIQUIS MARIN) and she shall be deemed to have predeceased the settlor without issue for all purposes of inheritance "

5. Revocation of Section 5.2 of Article Five Section 5.2 of Article Five of the Trust is hereby revoked in its entirety and shall not be replaced.

6. Replacement of Section 7.1 of Article Seven. Section 7.1 of Article Seven of the Trust is hereby revoked in its entirety and replaced with a new Section 7.1 as follows:

"7.1. Successor Trustees. If the office of trustee becomes vacant, by reason of death, incapacity, or any other reason, the following, in the order of priority indicated, shall be trustee:

First, ROSA A. RIVERA FLORES;

Second, JAQUELIN CAMPOS.

If all those named above are unwilling or unable to serve as successor trustee, a new trustee or cotrustees shall be appointed by the court "

7 Revocation of Subsection (f) of Section 7.14 of Article Seven Subsection (f) of Section 7.14 of Article Seven of the Trust is hereby revoked in its entirety and shall not be replaced.

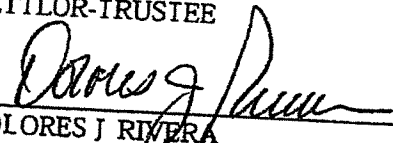
8 Replacement of Section 8.12 of Article Eight. Section 8.12 of Article Eight of the Trust is hereby revoked in its entirety and replaced with a new Section 8.12 as follows:

"8.12. Gifts to Heirs. For any gift to "heirs" of the settlor that is made in this instrument, those heirs shall be determined as if the settlor had died intestate at the time for distribution prescribed in this instrument, and the identity and shares of those heirs shall be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time the settlor is deemed to have died. Notwithstanding the foregoing or any other provision of this trust instrument, the term "heirs" shall not include JANNEY MARIN (also known as CHIQUIS MARIN). The intent of the settlor is to disinherit JANNEY MARIN and she shall be deemed to have predeceased the settlor without issue for all purposes of inheritance."

9 Ratification of Other Terms of Trust. In every other respect, the settlor confirms and ratifies the terms of the Trust as stated in that certain declaration dated August 11, 2012.

Executed on October 11, 2012, at Santa Fe Springs, California.

SETTLOR-TRUSTEE



DOLORES J RIVERA

ACKNOWLEDGMENT

State of California
County of Los Angeles

On October 11, 2012 before me, Ingrid Dianne Kreitz, Notary Public, personally appeared DOLORES J RIVERA, 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 Ingrid Dianne Kreitz

(Seal)

