

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420878

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	103676861		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Keelin Garcia Testamentary Trust		06/30/2016	Trust:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keelin Garcia		
<b>Street Address:</b>	61 Unionstone Drive		
<b>City:</b>	San Rafael		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94903		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2302439		
<b>Registration Number:</b>	2298506		
<b>Registration Number:</b>	3031538	J. GARCIA	
<b>Registration Number:</b>	2363464	J. GARCIA	
<b>Registration Number:</b>	2076717	CHERRY GARCIA	
<b>Registration Number:</b>	1460269	CHERRY GARCIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102710775		
<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>			
<b>Phone:</b>	310 271 0241		
<b>Email:</b>	CCGG@CCGGLAW.COM		
<b>Correspondent Name:</b>	ELLIOT J. GROFFMAN, ESQ.		
<b>Address Line 1:</b>	9111 Sunset Blvd., Attn: K. Pals		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90069		
<b>ATTORNEY DOCKET NUMBER:</b>	1864		
<b>NAME OF SUBMITTER:</b>	Karen Pals		
<b>SIGNATURE:</b>	/Karen Pals/		

<b>DATE SIGNED:</b>	03/23/2017
<b>Total Attachments: 2</b> source=tm garcia#page1.tif source=tm garcia#page2.tif	

## TRADEMARK ASSIGNMENT

This assignment ("Assignment") is made and entered into as of June 30, 2016, between Keelin Garcia Testamentary Trust ("Assignor"), c/o 851 Irwin Street, Suite 205, San Rafael, CA 94901 and Keelin Garcia, an individual US citizen ("Assignee"), c/o 61 Unionstone Drive, San Rafael, CA 94903.

WHEREAS, Assignor is the 13.33% co-owner of the following trademark registrations, including Assignor's 13.33% interest in all goodwill relating to the trademarks with respect thereto (collectively, the "Marks"):

1. registration number 2302439 for handprint design mark in class 9;
2. registration number 2298506 for handprint design mark in class 16;
3. registration number 3031538 for J. Garcia mark in class 9;
4. registration number 2363464 for J. Garcia mark in class 25;
5. registration number 2076717 for Cherry Garcia mark in class 30; and
6. registration number 1460269 for Cherry Garcia mark in class 30.

WHEREAS, Assignor desires to transfer to Assignee its entire right, title and interest in and to the Marks, including all of Assignor's interest in the goodwill relating thereto, pursuant to this Assignment; and

WHEREAS, Assignee wishes to acquire Assignor's interest in the Marks from Assignor, including all of Assignor's interest in the goodwill relating thereto, pursuant to this Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer of Marks: Assignor hereby transfers, conveys, sells and assigns all of Assignor's 13.33% right, title and interest whatsoever throughout the world in and to the Marks together with Assignor's 13.33% interest in the goodwill of the business symbolized by the Marks, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law).

2. Further Assurances: Upon request by Assignee, Assignor shall execute and deliver such further instruments and take such further actions as may be necessary to evidence more fully the transfer to Assignee of Assignor's co-ownership of the Marks and goodwill relating thereto. Assignor therefore agrees:

(a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Marks; and

(b) to perform in good faith any additional acts necessary or desirable in Assignee's reasonable business judgment to effectuate the terms of this Assignment.

3. Warranties: Assignor represents and warrants that: (a) Assignor is the 13.33% co-owner of the Marks; (b) to the knowledge of Assignor, the Marks, as heretofore used by Assignor, do not infringe the rights of any other person or business entity, nor has the use of the Marks by Assignor otherwise entailed any conduct subject to sanctions under the Lanham Act, 15 U.S.C. §1114, or comparable laws of other jurisdictions; (c) to the knowledge of Assignor, no claim of any such

infringement or violation has been threatened or asserted and no such claim is pending against Assignor; and (d) Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Marks in any way.

4. Protection and Defense: Assignor shall indemnify and hold harmless Assignee from and against any damage or liability, including reasonable attorneys' fees and legal expenses actually incurred and paid by Assignee for or on account of any charge, claim, suit or proceeding that alleges or is based upon any claim of any prior infringement by Assignor of the rights of any third party resulting from Assignor's use of the Marks. Assignee shall give Assignor prompt notice of any such claim and Assignor shall have the right, at its own expense, to participate in the defense thereof with legal counsel of its choice. Assignor's decisions in all such matters shall be final so long as the decisions do not involve or adversely affect Assignee or Assignee's licensees, and Assignor shall retain the right to control or resume control of the litigation at any time.

5. Miscellaneous:

(a) Entire Agreement: The provisions of this Assignment constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law: This Assignment shall be governed by and construed under the laws of California applicable to agreements to be wholly performed within said state.

(c) Successors and Assigns: Except as otherwise provided herein, this assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns.

(d) Notice and Cure: No party shall be deemed in breach of any provision hereunder unless such party shall have failed to cure such breach within thirty (30) days after receiving notice from the other party advising such party of such breach and requesting that it be cured.


IN WITNESS WHEREOF, this Assignment has been signed and delivered by and on behalf of the parties hereto as of the date first set forth above.

("Assignor")

("Assignee")

Keelin Garcia Testamentary Trust

By:   
\_\_\_\_\_  
Authorized Signatory

  
\_\_\_\_\_  
Keelin Garcia