

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIVAN HOLDINGS CORP.		11/13/2007	Corporation: PANAMA
RECEIVING PARTY DATA			
Name:	TWELFTH LETTER INC		
Street Address:	7900 SW 128 STREET		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33156		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4645543	COUNTRY CLUB	
Registration Number:	4216530	COUNTRY CLUB	
Registration Number:	2938227	COUNTRY CLUB	
CORRESPONDENCE DATA			
Fax Number:	7865162826		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	305 482-1001		
Email:	trademarks@LEX188.COM		
Correspondent Name:	TRUEBA & SUAREZ, PLLC		
Address Line 1:	9150 S. DADELAND BLVD.		
Address Line 2:	Suite 1008		
Address Line 4:	MIAMI, FLORIDA 33156		
NAME OF SUBMITTER:	William R. Trueba		
SIGNATURE:	/William R. Trueba/		
DATE SIGNED:	11/14/2017		
Total Attachments: 3			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DIVAN HOLDINGS CORP

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other a Panama Corporation _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 13, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: TWELFTH LETTER INC

Street Address: 7900 SW 128 ST

City: MIAMI

State: FLORIDA

Country: USA Zip: 33156

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship US
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

4645543, 4216530, 2938227

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

COUNTRY CLUB, Class 32 Non-alcoholic beverages

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Trueba & Suarez PLLC

Internal Address: Suite 1008

Street Address: 9150 S. Dadeland Blvd.

City: Miami

State: FL Zip: 33156

Phone Number: 305 482-1001

Docket Number: Twelfth Letter

Email Address: trademarks@lex188.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/William R. Trueba/

November 14, 2017

Signature

Date

William R. Trueba

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT OF TRADEMARKS

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of Nov 13, 2007, is made by DIVAN HOLDINGS CORP ("ASSIGNOR"), a Panama corporation having a principal place of business at C. Espana 122, Delta Tower, 8th Floor, Ciudad Panama, Panama, in favor of TWELFTH LETTER INC ("ASSIGNEE"), a Florida corporation, having its principal place of business at 7900 SW 128 St Miami, Florida 33156, (hereinafter, "ASSIGNEE").

WHEREAS, under the terms of this agreement, "ASSIGNOR" has conveyed, transferred and assigned to "ASSIGNEE", certain intellectual property of "ASSIGNOR", and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, "ASSIGNOR" hereby irrevocably conveys, transfers and assigns to "ASSIGNEE", and "ASSIGNEE" hereby accepts, all of ASSIGNOR's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, together with all accompanying trademark rights, including, without limitation, any and all common law rights in the trademarks as those trademarks have been used in connection with the goods, together with any and all common law rights in any other non-registered trademarks used in connection with the goods, including all of the goodwill of the business connected with the use of, and symbolized by, the same (collectively, the "Trademarks");

(b) all rights of any kind whatsoever of "ASSIGNOR" accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged by the ASSIGNOR, ASSIGNOR does hereby assign to ASSIGNEE all of ASSIGNOR's rights, titles and interests in and to the "Assigned IP", together with the goodwill encompassed and symbolized by the "Assigned IP", and the right to recover for past infringements thereof.

IN WITNESS WHEREOF, ASSIGNOR, has executed this agreement this 13th day of NOV, 2017.

DIVAN HOLDINGS CORPORATION
"ASSIGNOR"

By: 

JTC Directors (Guinea) Limited

TWELFTH LETTER INC
"ASSIGNEE"

By: 

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Schedule 1

ASSIGNED TRADEMARKS REGISTRATIONS

1. COUNTRY CLUB and Design, US Reg. No. 4645543, Class 32 - Non-alcoholic beverages, namely, soft drinks and fruit-flavored soft drinks
2. COUNTRY CLUB and Design, US Reg. No. 4215530, Class 32 - NONALCOHOLIC BEVERAGES, NAMELY, SOFT DRINKS; NONALCOHOLIC BEVERAGES, NAMELY, FRUIT FLAVORED SOFT DRINKS
3. COUNTRY CLUB and Design, US Reg. No. 2938227, Class 32 -- soft drinks
4. COUNTRY CLUB, EUTM, Reg. No. 010957009, Class 32 - Non-alcoholic carbonated beverages with fruit flavours, namely, grape, meringue, chinola, mango, manguine, soursop, pineapple, tamarind and strawberry
5. COUNTRY CLUB, EUTM, Reg. No. 005541561, Class 32 - Beers; mineral and aerated waters and other non-alcoholic beverages; fruits drinks and fruit juices; syrups and other preparations for making beverages.