

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471748

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morales Beverage Company, LLC		04/27/2018	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VVMC, LLC		
<b>Street Address:</b>	1003 Rio Grande Street		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5276912		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5124748488		
<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>	5124748488		
<b>Email:</b>	docketing@boothlaw.com		
<b>Correspondent Name:</b>	Matthew J Booth PC		
<b>Address Line 1:</b>	5501A Balcones Drive, Suite 301		
<b>Address Line 4:</b>	Austin, TEXAS 78731		
<b>ATTORNEY DOCKET NUMBER:</b>	57000-0103		
<b>NAME OF SUBMITTER:</b>	Matthew J. Booth		
<b>SIGNATURE:</b>	/Matthew J. Booth/		
<b>DATE SIGNED:</b>	04/28/2018		
<b>Total Attachments: 4</b>			
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OP \$40.00 5276912

## Trademark Assignment

This Agreement is between Morales Beverage Company, LLC ("Assignor"), a Texas limited liability company, and VVMC, LLC ("Assignee"), a Texas limited liability company.

### Recitals

Assignor owns the trademarks that are listed in Exhibit A ("Trademarks").

Assignee wishes to acquire the entire rights, titles, and interests to the Trademarks.

### Agreement

#### 1. Assignment.

Assignor irrevocably assigns to Assignee all rights, titles, and interests (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative works, all goodwill and all other rights), to the Trademarks.

#### 2. Consideration.

Assignee shall pay Assignor the sum of \$10.00 in consideration for this assignment.

#### 3. Representations and Warranties.

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement.
- (b) Assignor is the exclusive owner of all rights, titles and interests, including all intellectual property rights, in the Trademarks.
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses.
- (d) The Trademarks do not infringe the rights of any person or entity.
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks.
- (f) This Agreement is valid, binding and enforceable in accordance with its terms.
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

## **Trademark Assignment**

### **4. Agreement to Perform Necessary Acts.**

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

### **5. Jurisdiction And Disputes**

This Agreement shall be governed by the laws of the state of Texas.

### **6. Agreement Binding On Successors**

This Agreement shall be binding on and shall inure to the benefit of the parties, and their heirs, administrators, successors, and assigns.

### **7. Waiver**

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

### **8. Severability**

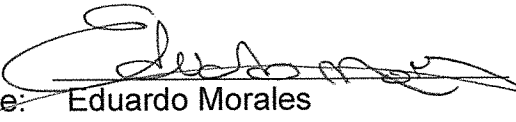
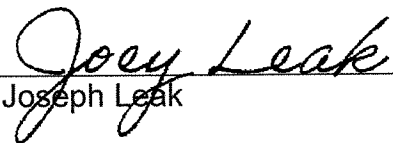
If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

# Trademark Assignment

## 9. Integration

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

### AGREED:

Assignor	Assignee
By: 	By: 
Name: Eduardo Morales	Name: Joseph Leak
Title: Managing Member	Title: Manager
Date: <u>4/26/2018</u>	Date: <u>4/27/18</u>

**Trademark Assignment**

**EXHIBIT A**

Trademark Registration  
5276912

Mark  
(Product Mark)