

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosa Mexicano Kitchen, LLC		03/29/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Rosa Mexicano Brands, Inc.		
Street Address:	264 West 40th Street, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3421805	ROSA MEXICANO	
Registration Number:	4096427	ROSA MEXICANO	
Registration Number:	4096425	ROSA MEXICANO	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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:	212 326 0831		
Email:	tlee@pryorcashman.com, jalbrink@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Teresa Lee		
SIGNATURE:	/tlee/		
DATE SIGNED:	04/02/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into effective as of March 29, 2018 by and between Rosa Mexicano Kitchen, LLC, an New York limited liability company ("Assignor"), on the one hand, and Rosa Mexicano Brands, Inc., a New York corporation ("Assignee"), on the other hand.

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor has agreed to sell, assign, transfer, and convey to Assignee, all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto (the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey to Assignee and its successors, assigns and nominees forever, without any restrictions, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the Marks, throughout the world in perpetuity, and any registrations, renewals, reissues and extensions thereof, together with the goodwill associated with the Mark and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions, with respect to the Marks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, unlawful imitation, impairment, distortion, dilution, and damages, or other unauthorized use of or conduct in derogation of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's sole cost and expense, to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Marks in Assignee and to record this Assignment with all appropriate authorities.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Assignment shall be governed by, and be construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State without giving effect to the choice of law principles of such State or any other jurisdiction that would require or permit the application of the substantive laws of any jurisdiction other than New York.

This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted by facsimile or electronically, and it is the intent of the Parties that any facsimile copy (or a photocopy or PDF copy) of any signature printed by a receiving facsimile machine or computer printer shall be deemed an original signature and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

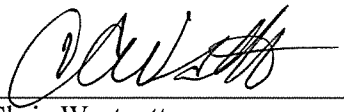
ASSIGNOR:

ROSA MEXICANO KITCHEN, LLC

By: 
Name: Chris Westcott
Title: Chief Operating Officer

ASSIGNEE:

ROSA MEXICANO BRANDS, INC.

By: 
Name: Chris Westcott
Title: Chief Operating Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE A

U.S. Registrations

Mark	Goods	Reg/App No.	Reg/App Date
ROSA MEXICANO	IC 029. US 046. G & S: Prepared meals consisting primarily of meat, fish, poultry or vegetables.	Serial No. 77214341 Reg. No. 3421805	App. Date: June 25, 2007 Reg. Date: May 6, 2008
ROSA MEXICANO	IC 016. US 002 005 022 023 029 037 038 050. G & S: Cookbooks. IC 025. US 022 039. G & S: Clothing, namely, hats, aprons and t-shirts. IC 030. US 046. G & S: Tortilla chips, salsa and hot sauce. IC 041. US 100 101 107. G & S: Entertainment services in the nature of a television cooking show.	Serial No. 77200685 Reg. No. 4096427	App. Date: Jan. 1, 2008 Reg. Date: Feb. 7, 2012
ROSA MEXICANO	IC 016. US 002 005 022 023 029 037 038 050. G & S: Cookbooks. IC 025. US 022 039. G & S: Clothing, namely, hats, aprons and t-shirts. IC 030. US 046. G & S: Tortilla chips, salsa and hot sauce. IC 041. US 100 101 107. G & S: Entertainment services in the nature of a television cooking show.	Serial No. 77199203 Reg. No. 4096425	App. Date: June 6, 2007 Reg. Date: Feb. 7, 2012