

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Es Mi Tiempo, Inc.		03/15/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Flagship Food Group North America LLC		
Street Address:	6455 S. Yosemite St., Suite 140		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4802000	SELECT NEW MEXICO SINCE 1986	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	585-263-1000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14534		
NAME OF SUBMITTER:	Kristen Mollnow Walsh		
SIGNATURE:	/kristenmollnowwalsh/		
DATE SIGNED:	04/30/2018		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the “**Assignment**”) is made and entered into as of March 15, 2018, by and between Flagship Food Group North America LLC, a Delaware limited liability company (“**Assignee**”), and Es Mi Tiempo, Inc., a Colorado corporation (“**Assignor**”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase and Contribution Agreement, dated as of the date hereof, by and among Buyer, the Company, J. Robert Gallegos, an individual and the sole stockholder of the Company, and, solely with respect to Section 7.04 thereto, Aveno Antiguo, Inc., a Colorado corporation (the “**Purchase Agreement**”). Capitalized terms not otherwise defined in this Bill of Sale shall have the meaning set forth in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee any and all right, title and interest, on a worldwide basis, that Assignor now or hereafter holds in or to the worldwide Intellectual Property used by Assignor in the Business, including, without limitation, the trade names, trademark and domain names described in **Exhibit A** attached hereto, including all applicable worldwide intellectual property and proprietary rights therein and related thereto. Assignor retains no right to use, sell, or license the Intellectual Property and agrees not to challenge the validity or enforceability of Assignee’s ownership of the Intellectual Property, including not voluntarily assisting or supporting any other person or entity in connection with a challenge of the validity or enforceability of the Intellectual Property in any proceedings or lawsuit in any form.

2. Recordation. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions (each, a “**Government Agency**”) to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable steps and actions and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or required by the Government Agencies to effect, evidence or perfect the registration and recordation of the Intellectual Property to Assignee, or any assignee or successor thereto.

3. Further Assurances. Upon each reasonable request by Assignee, without additional consideration, Assignor agrees: (a) to promptly execute documents, testify and take other acts at Assignee’s expense as Assignee may deem necessary or desirable to procure, maintain, perfect, enforce and defend the full benefits, enjoyment, rights, title and interest of the Intellectual Property on a worldwide basis; (b) to render all reasonably necessary assistance in the preparation and prosecution, in Assignee’s name and for its benefit, of any applications, reissues, divisionals, continuations, continuations-in-part, renewals, substitutions, and extensions covering the Intellectual Property; and (c) to render all reasonably necessary assistance in the prosecution or defense of any interferences, infringement suits, or other proceedings that may arise in connection with the Intellectual Property, including without limitation, testifying as to any facts relating to the Intellectual Property assigned in this Assignment. If Assignee is unable for any

reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Assignment, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignor.

4. Transfer of Tangible Items. Assignor agrees to deliver to Assignee upon execution of this Assignment any and all tangible manifestations of the Intellectual Property, including without limitation, all documents, diagrams, invention disclosures, records, and files in its possession or under its control relating to the Intellectual Property. In addition, Assignor further agrees to provide to Assignee, upon Assignee's reasonable request and at Assignee's expense, competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Intellectual Property.

5. Severability. If any provision of this Assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will be binding and enforceable.

6. Binding Effect. The provisions of this Assignment will inure to the benefit of, and be binding upon, the successors, assigns and administrators of the parties to this Assignment.

7. No Third-Party Beneficiaries. This Assignment is solely for the benefit of Assignor and Assignee and each of its respective successors and assigns, and this Assignment shall not be deemed to confer upon or give to any other third party any remedy, claim, cause of action or other right.

8. Headings. The section and paragraph headings contained in this Assignment are for reference purposes only and shall not affect the meaning or interpretation of this Assignment.

9. Controlling Law. This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Delaware without regard to principles of conflicts of Law.

10. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment or the terms of this Assignment to produce or account for more than one of such counterparts. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment.

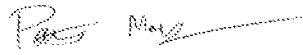
11. Precedence. Nothing in this Assignment will be deemed to enlarge, alter or amend the terms or conditions of the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement or any Transaction Document, the Purchase Agreement will take precedence and control the resolution of the conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By their signatures below, the parties hereby agree to be bound by the terms of this Assignment.

BUYER:

**FLAGSHIP FOOD GROUP NORTH
AMERICA LLC**

By: 
Name: Patrick Moulder
Title: Chief Financial Officer

COMPANY:

ES MI TIEMPO, INC.

By: _____
Name: J. Robert Gallegos
Title: Chief Executive Officer

By their signatures below, the parties hereby agree to be bound by the terms of this Assignment.

BUYER:

**FLAGSHIP FOOD GROUP NORTH
AMERICA LLC**

By: _____
Name: _____
Title: _____

COMPANY:

ES MI TIEMPO, INC.

By: J. Robert Gallegos
Name: J. Robert Gallegos
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

**TRADEMARK
REEL: 006365 FRAME: 0578**

EXHIBIT A

INTELLECTUAL PROPERTY

1. Trade Names filed with the Colorado Secretary of State:
 - a. New Mexico Select – filed November 30, 2011
 - b. Select New Mexico – filed November 4, 2017
 - c. New Mexico Distributing – filed June 9, 1997
2. U.S. Trademarks:
 - a. SELECT NEW MEXICO SINCE 1986 (Stylized/Design) (Serial No. 86-250,288/Registration No. 4,802,000, filed April 11, 2014, registered September 1, 2015).
3. Domain Names with expiration dates (registered to the Company through its website host, Hightouch Technologies):

NEWMEXICOSELECTGREENCHILE.COM	4/17/2019
NEWMEXICOSELECTGREENCHILE.ME	4/18/2019
NEWMEXICOSELECTGREENCHILE.NET	4/17/2019
NMDIST.COM	4/17/2019
SELECTGREENCHILE.COM	4/17/2019
SELECTGREENCHILE.ME	4/18/2019
SELECTGREENCHILE.NET	4/17/2019
SELECTNEWMEXICO.COM	4/17/2019
SELECTNEWMEXICO.ME	4/18/2019
SELECTNEWMEXICO.NET	4/17/2019

4. Any other Intellectual Property used or owned by the Company.