

07/19/2018

Form TCR-1594 (Rev. 03/27/07) OMB Collection 0651-0027 (exp. 04/30/2018)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUL 19 2018

RECORD

103679427

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):
James Robb

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 6, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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

A. Trademark Application No.(s) Text
77245380

B. Trademark Registration No.(s)
85252745

Additional sheet(s) attached? Yes No

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

CALAVERA™, a standard character mark
SKULL™, a standard character mark

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

Name: Jerrold Lazar

Internal Address: _____

Street Address: 611 S. Milwaukee Ave., Suite #12

City: Libertyville

State: IL Zip: 60048

Phone Number: 847-337-4476

Docket Number: _____

Email Address: jerroldlazar@copycast.net

9. Signature:

Signature
Jerrold A. Lazar

Name of Person Signing

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$85.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 877192818 KNOX/ERI 88888885 77245380

Authorized User Name: _____

81 FC:8521 7-15-18 48.00 OP

82 FC:6522 Date 25.00 OP

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 006387 FRAME: 0489

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this ^{July} 6th day of ~~June~~ 2018 (the "Effective Date") by and between James Robb, an individual, of 22 20th Avenue, Apt. B, Venice, California 90291 ("Assignor") and Calavera Tequila Company LLC, a Limited Liability Company duly organized and existing under the laws of the State of Illinois and having its principal place of business at 15600 Morrison Street, Sherman Oaks, CA 91403 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the "Marks");

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Illinois, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Illinois. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNEE:

Calavera Tequila Company LLC

By: 

Name: James Robb

Title: Member

ASSIGNOR:

James Robb

By: 

Name: James Robb

Calavera Tequila Company LLC

By: 

Name: Darryl Silver

Title: Member

Calavera Tequila Company LLC

By: 

Name: Scott Silver

Title: Member

Exhibit A

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>FILE DATE</u>
86724008	US	EL DIABLO EN UNA BOTELLA	08/03/2015

Common law marks

EL DIABLO EN UNA BOTELLA™, a standard character mark

Exhibit B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, Pure Spirits LLC, a Limited Liability Company duly organized and existing under the laws of the State of California and having its principal place of business at 15600 Morrison Street, Sherman Oaks, CA 91403 (“Assignor”) owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the “Marks”); and

WHEREAS, Calavera Tequila Company LLC, a Limited Liability Company duly organized and existing under the laws of the State of Illinois and having its principal place of business at 15600 Morrison Street, Sherman Oaks, CA 91403 (“Assignee”), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

7/6/18
Date

James Robb

By: 

Name: James Robb

Title: Member

JERROLD A. LAZAR & ASSOCIATES

611 S. Milwaukee Avenue, Suite 12
Libertyville, IL 60048
tel (847) 337-4476
e-fax (877) 585-0040
email: jerroldlazar@comcast.net

July 15, 2018

Mail Stop Assignment Recordation Branch
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

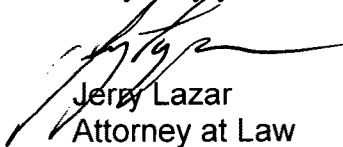
Re: CALAVERA TEQUILA COMPANY LLC

Dear Sirs:

Enclosed please find a Recordation form for the Assignment of Trademarks, along with the accompanying Assignment of Trademarks executed by the parties. Also enclosed please find a check in the amount of \$65.00 to cover your fees.

Please feel free to contact me with any questions.

Very truly yours,



Jerry Lazar
Attorney at Law

ENC.

JAL:mc

Cc: S. Silver, R. Bohrer, D. Silver, J. Robb