

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gordon Brothers Commercial & Industrial, LLC		09/25/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Pampa Beverages, LLC		
Street Address:	1110 Brickell Ave., Suite 302		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2173643	BEEFEATERS AMERICAN BEEFHIDE	
Registration Number:	2192642		
Registration Number:	2146088	BEEFEATER	
Registration Number:	3400660	CHICKEN TOPS	
Registration Number:	3941463	LIVER TOPS	
Registration Number:	3941464	DUCK TOPS	
Registration Number:	3891131	SWEET POTATO TOPS	
Registration Number:	3891132	BEEFEATER CHICKEN WRAPS	
Registration Number:	3891133	BEEFEATER DUCK WRAPS	
Registration Number:	3891134	BEEFEATER SWEET POTATO WRAPS	
Registration Number:	4381030	NOTHING TASTES BETTER THAN OUR OVEN-BAKE	
Registration Number:	4573403	BEEFEATERS	
Registration Number:	4590281	BUTCHER'S BUDDY	
Registration Number:	4642509	REALCHEW	
Registration Number:	4622513	GRILLED PAIRINGS	
Registration Number:	4725448	PINATA PRIZE	
Registration Number:	4809660	PINATA PUZZLE	
Registration Number:	4824703	NATURE'S ONE	

OP \$465.00 2173643

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 3055056751**Email:** stephanie@yourtrademarkfirm.com**Correspondent Name:** Stephanie C. Alvarez, Esq.**Address Line 1:** 901 Ponce de Leon Blvd., Suite 305**Address Line 4:** Coral Gables, FLORIDA 33134

NAME OF SUBMITTER:	Stephanie C. Alvarez
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SIGNATURE:	/Stephanie C. Alvarez/
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DATE SIGNED:	10/04/2018
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Total Attachments: 7

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PATENT AND TRADEMARK ASSIGNMENT

This Patent and Trademark Assignment (this "**Assignment**") is effective as of 9/25/2018 and is between Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company (the "**Assignor**") and Pampa Beverages, LLC, a Florida Limited Liability Company (the "**Assignee**"). Assignor and Assignee are referred to herein as the "**Parties**" and individually as a "**Party**".

WHEREAS, the Assignor is the owner of the trademark registrations and/or pending trademark applications set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the "**Marks**");

WHEREAS, the Assignor is the owner of the patents and/or patent applications set forth on Schedule B hereto, together with the goodwill of the business associated therewith (referred to as the "**Patents**");

WHEREAS, in connection with the execution of that Asset Purchase Agreement and Bill of Sale, dated as of the date hereof, by and among the Assignor and the Assignee (the "**Purchase Agreement**"), the Assignor has agreed to transfer all of their right, title and interest in and to the Marks and the Patents to the Assignee; and

WHEREAS, the Assignor desires to assign all of their right, title and interest in and to the Marks and Patents to the Assignee and the Assignee desires to acquire the Marks and the Patents.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of the Assignor's rights, title and interest, in and to the Marks and the Patents, together with all of the goodwill of the business associated therewith, together with that portion of the Assignor's business to which the Marks and the Patents pertain, and all registrations and pending applications for the Marks and the Patents, any issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of the registrations and applications, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made together with all causes of action for any and all previously occurring infringement, dilution, misappropriation, violation, or misuse of the rights being assigned and the right to receive and retain the proceeds relating to those actions.

2. The Assignor hereby authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office (the "**Trademark Commissioner**"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Assignment upon request by the Assignee. The Assignor hereby further requests the Trademark Commissioner and his or her non-US

counterparts to issue any and all trademark registrations resulting from applications for the Marks or derived therefrom, to the Assignee as assignee of the entire interest therein.

3. The Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office (the "**Patent Commissioner**"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Patents, to record this Assignment upon request by the Assignee. The Assignor hereby further requests the Patent Commissioner and his or her non-US counterparts to issue any and all patents resulting from such applications or derived therefrom, to the Assignee as assignee of the entire interest therein.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and will take such other actions as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks and the Patents in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks or the Patents.

5. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and to be performed solely within such State. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

8. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

9. The Assignor and the Assignee agree that this Assignment is subject to the terms and conditions of the Purchase Agreement, including without limitation the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the Assignor or the Assignee under the Purchase Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Purchase Agreement. In the event of any


conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

GORDON BROTHERS COMMERCIAL &
INDUSTRIAL, LLC

By: 
Name: UROS ANDERSON
Title: MANAGING DIRECTOR

ASSIGNEE:

PAMPA BEVERAGES, LLC

By: _____
Name: _____
Title: _____

Schedule A

Trademark Registrations

Property Type	Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
TM	AR	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	2909730	Apr 21, 2009	2,371,952	May 26, 2010	Registered
TM	AR	BEEFEATER	2941174	Sep 01, 2009	2,389,380	Aug 23, 2010	Registered
TM	BR	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	820570958	Mar 25, 1998	820570958	Sep 19, 2000	Registered
TM	BR	BEEFEATER	820570966	Mar 25, 1998	820570966	Sep 19, 2000	Registered
TM	CA	BEEFEATERS	1649018	Oct 23, 2013	TMA939308	May 05, 2016	Registered
TM	CA	BEEFEATER	832196	Dec 20, 1996	TMA538880	Dec 19,2000	Registered
TM	CN	BEEFEATERS	8720896	Oct 25, 2010	8720896	Apr 07, 2012	Registered
TM	CN	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	8720897	Oct 25, 2010	8720897	Oct 21, 2011	Registered
TM	CO	BEEFEATERS (IC 31)	11-123385	Sep 21, 2011	443430	Feb 20, 2012	Registered
TM	CO	BEEFEATERS (IC 28)	11-123387	Sep 21, 2011	443431	Feb 20, 2012	Registered
TM	CO	BEEFEATER	98-003127	Feb 23, 1998	214,006	Oct 30, 1998	Registered
TM	GB	BEEFEATER	1557487	Dec 24, 1993	1557487	Oct 27, 1995	Registered
TM	GB	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	2124991	Feb 27, 1997	2124991	Oct 23, 1998	Registered
TM	MX	PINATAS	1521061	Aug 27, 2014	1485172	Oct 03, 2014	Registered
TM	MX	BEEFEATER	328461	Apr 03, 1998	578509	May 29, 1998	Registered

Property Type	Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
TM	MX	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	328462	Apr 03, 1998	580817	Jun 30, 1998	Registered
TM	US	BEEFEATERS AMERICAN BEEFHIDE	75/158,003	Sep 03, 1996	2,173,643	Jul 14, 1998	Registered
TM	US	Dog Wearing A Chef's Hat (Design Only)	75/158,004	Sep 03, 1996	2,192,642	Sep 29, 1998	Registered
TM	US	BEEFEATER (IC 31)	75/222,288	Jan 07, 1997	2,146,088	Mar 24, 1998	Registered
TM	US	CHICKEN TOPS (stylized)	77/057,275	Dec 05, 2006	3,400,660	Mar 25, 2008	Registered
TM	US	LIVER TOPS	77/827,795	Sep 16, 2009	3,941,463	Apr 05, 2001	Registered
TM	US	DUCK TOPS	77/827,817	Sep 16, 2009	3,941,464	Apr 05, 2011	Registered
TM	US	SWEET POTATO TOPS	77/827,839	Sep 16, 2009	3,891,131	Dec 14, 2010	Registered
TM	US	BEEFEATERS CHICKEN WRAPS	77/827,886	Sep 16, 2009	3,891,132	Dec 14, 2010	Registered
TM	US	BEEFEATER DUCK WRAPS	77/827,903	Sep 16, 2009	3,891,133	Dec 14, 2010	Registered
TM	US	BEEFEATERS SWEET POTATO WRAPS	77/827,917	Sep 16, 2009	3,891,134	Dec 14, 2010	Registered
TM	US	NOTHING TASTES BETTER THAN OUR OVEN-BAKED FLAVOR	85/630,611	May 21, 2012	4,381,030	Aug 06, 2013	Registered
TM	US	BEEFEATERS (IC 18, 31)	85/918,525	Apr 30, 2013	4,573,403	Jul 22, 2014	Registered
TM	US	BUTCHER'S BUDDY	86/080,472	Oct 02, 2013	4,590,281	Aug 19, 2014	Registered
TM	US	REALCHEW	86/140,397	Dec 11, 2013	4,642,509	Nov 18, 2014	Registered
TM	US	GRILLED PAIRINGS	86/140,467	Dec 11, 2013	4,622,513	Oct 14, 2014	Registered
TM	US	PINATA PRIZE	86/352,103	Jul 31, 2014	4,725,448	Apr 21, 2015	Registered

Property Type	Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
TM	US	PINATA PUZZLE	86/288,733	May 22, 2014	4,809,660	Sep 08, 2015	Registered
TM	US	NATURE'S ONE	86/051,474	Aug 29, 2013	4,824,703	Oct 06, 2015	Registered