

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuestro Queso, LLC		03/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Premier Brands, LLC		
Street Address:	2420 Lunt Ave		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3923851	NUESTRO QUESO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-789-5676		
Email:	kframe@framewills.com		
Correspondent Name:	Kelly Frame		
Address Line 1:	120 N LaSalle Street		
Address Line 2:	20th Floor		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Kelly Frame		
SIGNATURE:	/Kelly Frame/		
DATE SIGNED:	10/22/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is effective as of March 31, 2017 (the "Effective Date") by and between Nuestro Queso, LLC, a Delaware limited liability company ("Nuestro Queso") and Premier Brands, LLC, a Delaware limited liability company ("PB").

WHEREAS, Nuestro Queso is the owner of those certain trademarks and trademark registrations set forth on the attached Schedule L (the "Trademarks");

WHEREAS, PB wishes to acquire the entire right, title, and interest in the Trademarks; and

WHEREAS, the assignment of ownership of the Trademarks from Nuestro Queso to PB in accordance with this Agreement is in connection with the execution of that certain Co-Packing Agreement entered into between the parties and attached hereto as Exhibit A (the "Co-Packing Agreement"), such agreement being incorporated into this Agreement in its entirety by reference.

NOW THEREFORE, the parties acknowledge receipt and sufficiency of good and valuable consideration and agree as follows:

1. Recitals Incorporated. The recitals set forth at the beginning of this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
2. Assignment. Nuestro Queso does hereby irrevocably assign to PB all right, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks and the business associated therewith within the jurisdictions (the United States and Mexico) as set forth for each mark on Schedule L. The foregoing assignment of Trademarks shall include, without limitation:
 - (a) The Nuestro Queso elements, images and trademarks for all Nuestro Queso branded products including cheeses, creams, drinkable yogurts and desserts;
 - (b) The rights, trademarks and ownership for non-manufactured Nuestro Queso branded products (creams, yogurts, desserts);
 - (c) All artwork, packaging, labeling and UPC codes used and related to the non-cheese portfolio of Nuestro Queso products (creams, yogurts, desserts, salsa); and
 - (d) All trademarks, sales and marketing collateral inventory.
3. Consideration. In consideration for the assignment set forth in Section 2:

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4. Termination; Reversion of Rights. Nuestro Queso may terminate this Agreement for PB's failure to make any payments as required under Section 3(b) above, provided that Nuestro Queso has given PB at least thirty (30) days' written notice of and the opportunity to make any overdue payments. In the event of termination under this Section, all rights in the Trademarks assigned under this Agreement will automatically revert to Nuestro Queso.
5. Co-Packing Agreement. As additional consideration for Nuestro Queso and PB entering into this Agreement, Nuestro Queso and PB agree to execute the Co-Packing Agreement.
6. Representations and Warranties of Nuestro Queso. Nuestro Queso represents and warrants to PB:
 - (a) Nuestro Queso has the right, power and authority to enter into this Agreement;
 - (b) This Agreement constitutes the valid and binding obligation of Nuestro Queso, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general;
 - (c) Nuestro Queso is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks; and

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- (d) Nuestro Queso is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
7. Representations and Warranties of PB. PB represents and warrants to Nuestro Queso:
- (a) PB has the right, power and authority to enter into this Agreement;
 - (b) This Agreement constitutes the valid and binding obligation of PB, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general; and
 - (c) PB is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
8. Amendment. This Agreement may be amended only by a writing signed by both parties.
9. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
10. Agreement to Perform Necessary Acts. Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the parties' intentions of this Agreement.
11. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Illinois. The parties shall submit all disputes which arise under this Agreement to state or federal courts located in Stephenson County, Illinois for resolution. The parties acknowledge the aforesaid courts shall have exclusive jurisdiction over this Agreement, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens.
12. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
13. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes constitute part of one original.

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INTENDING TO BE LEGALLY BOUND, the parties have executed this Trademark Assignment Agreement to be effective on the date as provided above:

Nuestro Queso, LLC

Maria Teresa

Signature

CEO

Title

3/31/2017

Date

Premier Brands, LLC

Brian F. Smith

Signature

President

Title

03/31/2017

Date

Schedule 1

The Trademarks

<u>Ctry</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
US	NUESTRO QUESO	Registered	77/814,376	27-Aug-2009	3,923,851	22-Feb-2011
US	UNA DELICIA BAJO EL SOL (w/full sun color logo)	Registered	77/866,909	06-Nov-2009	3,909,081	18-Jan-2011
US	FRESCURA MEXICANA	Registered	77/866,916	06-Nov-2009	3,909,082	18-Jan-2011
US	FRESCURA MEXICANA (w/side flower logo)	Registered	77/867,110	06-Nov-2009	3,909,085	18-Jan-2011
US	NUESTRO QUESO FRESCURA MEXICANA (w/full flower logo)	Registered	77/867,199	06-Nov-2009	3,909,086	18-Jan-2011
US	NUESTRO YOGURT	Registered	77/867,277	06-Nov-2009	3,917,919	08-Feb-2011
US	NUESTRO QUESO	Registered	77/867,989	09-Nov-2009	3,909,088	18-Jan-2011
US	DURANGUENSE	Registered	85/215,028	11-Jan-2011	4,206,825	11-Sep-2012
US	NUESTRA SALSA	Registered	85/592,217	09-Apr-2012	4,290,248	12-Feb-2013
US	YOGU FRUIT	Registered	85/732,898	19-Sep-2012	4,395,043	03-Sep-2013
US	NUESTRA COCINA	Published	86/015,833	22-Jul-2013		
US	NUESTRA CREMA	Registered	86/546,567	26-Feb-2015	4,861,136	24-Nov-2015
US	NUESTRA COCINA 2ND APPLICATION	Registered	86/618,395	04-May-2015	4,831,997	13-Oct-2015
US	NUESTRO QUESO FLOWER LOGO 2016	Registered	86/876,835	15-Jan-2016	5,035,430	06-Sep-2016
US	NUESTRO QUESO DOBLE CREMA	Pending	87/217,845	27-Oct-2016		
MX	NUESTRO QUESO	Registered	1,031,847	07-Sep-2009	1,145,773	25-Feb-2010
MX	NUESTRO QUESO	Pending	1,031,849	07-Sep-2009		

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Exhibit A

Co-Packing Agreement

See attached.

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