

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519251

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Stipulated Judgment (Val Vista)
RESUBMIT DOCUMENT ID:	900492732

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hi-Health Supermart Corporation DBA Hi-Health		03/08/2019	Corporation:

RECEIVING PARTY DATA

Name:	Red Wedding, LLC
Street Address:	8010 E. McDowell Rd., Ste. 111
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85257
Entity Type:	Limited Liability Company: ARIZONA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4209549	OCUCEL

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: 6026069300
Email: maher@radixlaw.com
Correspondent Name: Marc Maher, Esq (Radix Law, PLC)
Address Line 1: 15205 N KIERLAND BLVD STE 200
Address Line 4: SCOTTSDALE, ARIZONA 85254

ATTORNEY DOCKET NUMBER:	(UNKNOWN BY UNDERSIGNED)
NAME OF SUBMITTER:	Marc Maher, Esq (Radix Law, PLC)
SIGNATURE:	/Marc Maher, Esq/
DATE SIGNED:	04/16/2019

Total Attachments: 10

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10 Attorneys for Plaintiff

11 **SUPERIOR COURT OF ARIZONA**

12 **MARICOPA COUNTY**

13 VAL VISTA RANCHES, L.L.P., an
14 Arizona limited liability partnership,

No. CV2018-014811

15 Plaintiff,

STIPULATED JUDGMENT

16 v.

17 HI-HEALTH SUPERMART
18 CORPORATION d/b/a HI-HEALTH, an
19 Arizona corporation; JOHN DOES I-X,

20 Defendants.

21 The Court having considered the parties' Stipulation for Entry of Judgment, and good
22 cause appearing therefor,

23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff Val Vista
24 Ranches, L.L.P. shall, and hereby does, have judgment against Defendant Hi-Health Supermart
25 Corporation in the amount of \$196,233.45, together with interest accruing thereon at the legal
26 rate of 4.5% from the date of entry of judgment until paid in full.
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No further matters remain pending and this judgment is entered under Ariz. R. Civ. P.

54(c).

DATED _____.

Judge of the Superior Court

eSignature Page 1 of 1

Filing ID: 10235294 Case Number: CV2018-014811
Original Filing ID: 10226745

Granted as Submitted



/S/ James Smith Date: 3/8/2019
Judicial Officer of Superior Court
TRADEMARK
REEL: 006619 FRAME: 0433

ENDORSEMENT PAGE

CASE NUMBER: CV2018-014811

SIGNATURE DATE: 3/8/2019

E-FILING ID #: 10235294

FILED DATE: 3/12/2019 8:00:00 AM

JEFFREY J GOULDER

MARK J GIUNTA

AGREEMENT OF ASSIGNMENT

This Agreement of Assignment is entered into this 27 day of March, 2019 by and among Red Wedding, LLC ("Buyer"), Hayden & Thompson Peak, LLC ("Hayden"), an Arizona limited liability company, and Val Vista Ranches, L.L.P. ("Val Vista Ranches"), an Arizona limited liability partnership.

RECITALS

1. On or about July 9, 2018, Hayden filed a lawsuit against Hi-Health Supermart Corporation ("Hi-Health") in Maricopa County Superior Court, Case No. CV2018-009523, seeking to recover a judgment against Hi-Health for breach of a commercial lease agreement.
2. On or about December 4, 2018, Val Vista Ranches filed a lawsuit against Hi-Health in Maricopa County Superior Court, Case No. CV2018-014811, seeking to recover a judgment against Hi-Health for breach of a commercial lease agreement.
3. On or about February 22, 2019, Hayden and Val Vista Ranches reached a stipulation with Hi-Health to judgments in both lawsuits for the respective amounts of \$183,048.87 and \$196,233.45 (the "Stipulated Judgments").
4. Maricopa County Superior Court entered the Stipulated Judgments on March 12, 2019 and March 13, 2019.
5. On or about March 22, 2019, Hayden and Val Vista Ranches reached an agreement with Buyer to assign the Stipulated Judgments to Buyer for a total of . Buyer will provide said consideration by transferring certified funds in the amount of to Hayden & Thompson Peak, L.L.C. and to Val Vista Ranches, L.L.P.

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

AGREEMENT

1. Upon receipt of the certified funds representing Buyer's consideration, Hayden and Val Vista Ranches hereby assign the Stipulated Judgments to Buyer, and Buyer hereby assumes the Stipulated Judgments from Hayden and Val Vista Ranches.
2. Each of Hayden and Val Vista Ranches separately warrants and guarantees that it is the current owner of its Stipulated Judgment, the entity entitled to enforce same; and it has not previously sold or transferred its Stipulated Judgment to another entity.
3. Each of Hayden and Val Vista Ranches is duly formed, validly existing and in good standing under the laws of the State of its formation and the State of Arizona, if applicable.

4. The execution, delivery and performance of this Agreement by each of Hayden and Val Vista Ranches and the consummation of the transactions contemplated hereby have been duly and validly authorized by each of Hayden and Val Vista Ranches, and no other proceedings on the part of either party are necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by each of Hayden and Val Vista Ranches and, assuming that this Agreement is the valid and binding agreement of Buyer, constitutes the valid and binding obligation of each of Hayden and Val Vista Ranches, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights or by general principles of equity.
5. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation and the State of Arizona, if applicable.
6. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer, and no other proceedings on the part Buyer are necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Buyer and, assuming that this Agreement is the valid and binding agreement of Hayden and Val Vista Ranches, constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights or by general principles of equity.
7. No waiver by any party of any breach of any term or condition of this Agreement shall operate as a waiver of any other breach of such term or condition or of any other term or condition. No failure to enforce such provision shall operate as a waiver of such provision or of any other provision hereof, or constitute or be deemed a waiver or release of any other party for anything arising out of, connected with, or based upon this Agreement.
8. This agreement contains the entire agreement among the Parties hereto and constitutes the complete, final, and exclusive embodiment of their agreements with respect to the subject matters hereof. The terms of this Agreement are contractual and not a mere recital. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly obtained herein, and each party has carefully read this Agreement, has been advised of its meaning and its consequences by its attorney, and has executed its Agreement of its own free will.
9. This Agreement may be executed in Duplicate originals, including facsimiles, each of which is equally admissible in evidence, and each original shall fully bind each party as if all had signed the same copy.
10. This Agreement shall bind the agents, representatives, successors, and assigns of each party, and shall inure to the benefit of each party, its agents, representatives, successors,

and assigns, and may not be amended or modified except in a writing executed by all parties.

11. Each party to this Agreement will bear its own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the subject matters hereof. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover from the opposing party reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.
12. This Agreement is made under and shall be interpreted, construed, and enforced in accordance with the laws of the state of Arizona, regardless of any principles or conflicts of law or choice of laws in any jurisdiction.

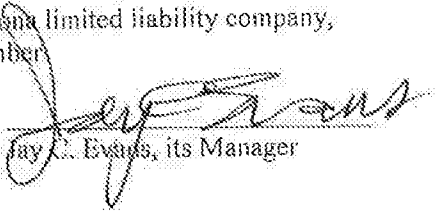
Executed as of the Assignment Date

Assignors

HAYDEN & THOMPSON PEAK, L.L.C.,
an Arizona limited liability company

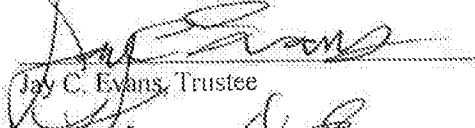
By: **J & R HOLDINGS X, L.L.C.,**
an Arizona limited liability company,
its Member

By: **HAYDEN PEAK, L.L.C.,**
an Arizona limited liability company,
its Member

By: 
Jay C. Evans, its Manager

VAL VISTA RANCHES, L.L.P.,
an Arizona limited liability partnership

By: **VAL VISTA RANCHES**
REVOCABLE TRUST DATED 06/06/1990,
General Partner

By: 
Jay C. Evans, Trustee

By: 
Karen D. Evans, Trustee

Assignee

[Buyer]

By:

 Ar Red Wedding, LLC

Its:

Member

Date:

3/27/19