

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520540

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Agreement of Assignment (with 2 Stipulated Judgments)		
<b>RESUBMIT DOCUMENT ID:</b>	900492736		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hi-Health Supermart Corporation DBA Hi-Health		03/27/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Wedding, LLC		
<b>Street Address:</b>	8010 E. McDowell Rd., Ste. 111		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85257		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4209549	OCUCEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6026069300		
<b>Email:</b>	maher@radixlaw.com		
<b>Correspondent Name:</b>	Marc Maher, Esq (Radix Law, PLC)		
<b>Address Line 1:</b>	15205 N KIERLAND BLVD STE 200		
<b>Address Line 4:</b>	SCOTTSDALE, ARIZONA 85254		
<b>NAME OF SUBMITTER:</b>	Marc Maher, Esq (Radix Law, PLC)		
<b>SIGNATURE:</b>	/Marc Maher, Esq/		
<b>DATE SIGNED:</b>	04/24/2019		
<b>Total Attachments: 14</b>			
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## 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.

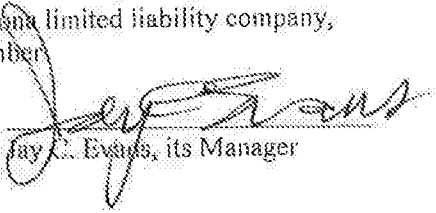
Executed as of the Assignment Date

**Assignors**

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

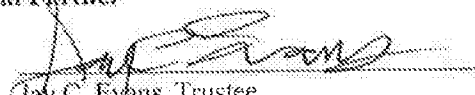
By: **J & R HOLDINGS X, L.L.C.,**  
an Arizona limited liability company,  
its Member

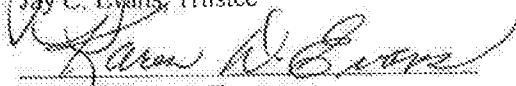
By: **HAYDEN PEAK, L.L.C.,**  
an Arizona limited liability company,  
its Member

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:

 As Red Wedding, LLC

Its:

Member

Date:

3/27/19

1 Jeffrey J. Goulder (010258)  
James D. Camoriano (034181)  
2 **STINSON LEONARD STREET LLP**  
1850 North Central Avenue, Suite 2100  
3 Phoenix, Arizona 85004-4584  
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4 Fax: (602) 240-6925  
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5 [james.camoriano@stinson.com](mailto:james.camoriano@stinson.com)

6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF ARIZONA**

8 **MARICOPA COUNTY**

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

No. CV2018-014811

10  
11 Plaintiff,

**STIPULATED JUDGMENT**

12 v.

13 HI-HEALTH SUPERMART  
CORPORATION d/b/a HI-HEALTH, an  
14 Arizona corporation; JOHN DOES I-X,

15 Defendants.  
16

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

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff Val Vista  
20 Ranches, L.L.P. shall, and hereby does, have judgment against Defendant Hi-Health Supermart  
21 Corporation in the amount of \$196,233.45, together with interest accruing thereon at the legal  
22 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

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Granted as Submitted



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/S/ James Smith Date: 3/8/2019  
Judicial Officer of Superior Court  
**TRADEMARK**  
**REEL: 006627 FRAME: 0079**

**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

1 Jeffrey J. Goulder (010258)  
James D. Camoriano (034181)  
2 **STINSON LEONARD STREET LLP**  
1850 North Central Avenue, Suite 2100  
3 Phoenix, Arizona 85004-4584  
Tel: (602) 279-1600  
4 Fax: (602) 240-6925  
Email: [jeffrey.goulder@stinson.com](mailto:jeffrey.goulder@stinson.com)  
5 [james.camoriano@stinson.com](mailto:james.camoriano@stinson.com)

6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF ARIZONA**

8 **MARICOPA COUNTY**

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

No. CV2018-009523

11 Plaintiff,

**STIPULATED JUDGMENT**

12 v.

13 HI-HEALTH SUPERMART  
CORPORATION d/b/a HI-HEALTH, an  
14 Arizona corporation; JOHN DOES I-X,

15 Defendants.  
16

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

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff Hayden &  
20 Thompson Peak, L.L.C. shall, and hereby does, have judgment against Defendant Hi-Health  
21 Supermart Corporation in the amount of \$183,048.87, together with interest accruing thereon  
22 at the legal 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: 10242023 Case Number: CV2018-009523  
Original Filing ID: 10226733

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Granted as Submitted



/S/ Margaret Mahoney Date: 3/12/2019

Judicial Officer of Superior Court  
**TRADEMARK**

**REEL: 006627 FRAME: 0083**

**ENDORSEMENT PAGE**

CASE NUMBER: CV2018-009523

SIGNATURE DATE: 3/12/2019

E-FILING ID #: 10242023

FILED DATE: 3/13/2019 8:00:00 AM

JAMES CAMORIANO

MARK J GIUNTA



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

April 17, 2019

PTAS

MARC MAHER, ESQ (RADIX LAW, PLC)  
15205 N KIERLAND BLVD STE 200  
SCOTTSDALE, AZ 85254



900492736

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060 (a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, May 17, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900492736**  
**Access Code: 899HW9G7EWL1L79**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

SULONDA STEVENSON  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Agreement of Assignment (of Stipulated Judgments)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hi-Health Supermart Corporation DBA Hi-Health		03/27/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Wedding, LLC		
<b>Street Address:</b>	8010 E. McDowell Rd., Ste. 111		
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<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85257		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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<b>Phone:</b>	6026069300		
<b>Email:</b>	maher@radixlaw.com		
<b>Correspondent Name:</b>	Marc Maher, Esq (Radix Law, PLC)		
<b>Address Line 1:</b>	15205 N KIERLAND BLVD STE 200		
<b>Address Line 4:</b>	SCOTTSDALE, ARIZONA 85254		
<b>NAME OF SUBMITTER:</b>	Marc Maher, Esq (Radix Law, PLC)		
<b>SIGNATURE:</b>	/Marc Maher, Esq/		
<b>DATE SIGNED:</b>	04/04/2019		
<b>Total Attachments: 4</b>			
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