900510554

08/09/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM536062

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWIL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Young Guns, INC.		07/18/2019	Corporation: NEW MEXICO

RECEIVING PARTY DATA

Name:	Dolce Vita Capital , LLC		
Street Address:	6720 N. Scottsdale Road, Suite 130		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	Limited Liability Company: ARIZONA		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	7
Serial Number:	88493360	YOUNG GUNS	
Serial Number:	86225060	YOUNG GUNS PRODUCE HATCH GREEN CHILE FLA	

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:

480-603-1387

Email:

ednal@fivestardevelopment.com

Correspondent Name:

Edna Lopez

Address Line 1:

6720 N. Scottsdale Road, Suite 130

Address Line 4:

Sottsdale, ARIZONA 85253

NAME OF SUBMITTER:	Edna Lopez	
SIGNATURE:	/Edna Lopez/	
DATE SIGNED:	08/09/2019	

Total Attachments: 3

source=Young Gungs - Trademark Assignment - Signed (YG to DVC) 7.18.19#page1.tif source=Young Gungs - Trademark Assignment - Signed (YG to DVC) 7.18.19#page2.tif source=Young Gungs - Trademark Assignment - Signed (YG to DVC) 7.18.19#page3.tif

OP \$65.00 88

TRADEMARK REEL: 006724 FRAME: 0392

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "<u>Assignment</u>"), is made as of July 18, 2019, by YOUNG GUNS, INC., a New Mexico corporation (the "<u>Assignor</u>"), in favor of **DOLCE VITA CAPITAL**, LLC, an Arizona limited liability company (the "<u>Assignee</u>").

WHEREAS, Assignor is the owner of the trademarks set forth on <u>Schedule A</u> hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment of all right, title and interest of Assignor in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- Assignment. Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, including any and all associated: (i) rights to renew any registrations included in the Assigned Trademarks and to apply for trademark registrations based in whole or in part upon the Assigned Trademarks (including the right to claim priority therefrom); (ii) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (iii) rights to assign the rights conveyed herein; all of the foregoing (in (i) to (iii)) to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New Mexico (without regard to principles of conflicts of law).
- 4. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
- 5. <u>Further Assurances</u>. From time to time following the date hereof, at the sole expense of Assignor, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

1

Schedule A

Assigned Trademarks

United States Trademark Registrations:

United States Trademark Applications:

Mark Application Number

YOUNG GUNS PRODUCE HATCH 86/225060 GREEN CHILE FLAME ROASTED

DICED Logo

YOUNG GUNS Logo 88/493360

[Schedule A to Trademark Assignment]

TRADEMARK REEL: 006724 FRAME: 0394 6. <u>Amendments; Severability</u>. This Assignment shall not be amended, modified or supplemented except by a written instrument signed by the Assignor and the Assignee. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

YOUNG GUNS, INC., a New Mexico corporation

By: 1

Chris Franzoy, its Director