

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Austin Pachanga Partners, LLC		05/03/2013	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Guapo Enterprises LLC		
Street Address:	212 Lavaca Street, Suite 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4427985	PACHANGA	
Registration Number:	4427986	PACHANGA FEST	
Registration Number:	4427987	PACHANGA LATINO MUSIC FESTIVAL	
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:	225-248-2098		
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	Robert C. Tucker		
Address Line 1:	Jones Walker LLP		
Address Line 2:	8555 United Plaza Blvd., 5th Floor		
Address Line 4:	Baton Rouge, LOUISIANA 70809		
NAME OF SUBMITTER:	Robert C. Tucker		
SIGNATURE:	/robert c tucker/		
DATE SIGNED:	10/07/2019		
Total Attachments: 5			
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ASSIGNMENT
(I.R.S. Code Sec. 721 Contribution)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT, WHEREAS, AUSTIN PACHANGA PARTNERS, LLC, a Texas limited liability company (“Assignor”), has agreed to assign and convey and GUAPO ENTERPRISES LLC, a Texas limited liability company (“Assignee”), has agreed to accept all of the tangible and intangible property of Assignor related to the Business (as such term is defined in that certain Agreement Regarding Contribution and Assignment dated effective as of even date herewith by and between Assignor and Assignee (the “Contribution Agreement”)), including, without limitation, the property described on Exhibit “A”, attached hereto and incorporated herein by reference (collectively referred to as the “Transferred Assets”) pursuant to the terms, conditions, representations, and warranties set forth in the Contribution Agreement, which is incorporated herein, and that certain Company Agreement of Assignee dated effective as of even date herewith.

NOW, THEREFORE, for and in consideration of the premises herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor has BARGAINED, GRANTED, ASSIGNED, TRANSFERRED, CONVEYED and DELIVERED, and by these presents does hereby BARGAIN, GRANT, ASSIGN, TRANSFER, CONVEY and DELIVER unto Assignee the Transferred Assets and all of Assignor’s rights, titles and interests in and to the Transferred Assets as a capital contribution to Assignee in accordance with Section 721 of the Internal Revenue Code of 1986, as amended.

TO HAVE AND TO HOLD the Transferred Assets, together with all and singular the rights and appurtenances thereto in anywise belonging unto Assignee, Assignee’s successors and assigns, forever; and Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, title to the Transferred Assets unto Assignee, Assignee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

[Signature page follows.]

Executed as of and effective May 3, 2013.

ASSIGNOR:

AUSTIN PACHANGA PARTNERS, LLC a Texas
limited liability company

By: Rich Garza
Rich Garza, President

ASSIGNEE:

GUAPO ENTERPRISES LLC, a Texas limited
liability company

By: Austin Pachanga Partners, LLC, a Texas
limited liability company, Manager

By: Rich Garza
Rich Garza, President

EXHIBIT "A"

PACHANGA ASSETS

All of the tangible and intangible property of AUSTIN PACHANGA PARTNERS, LLC ("Pachanga"), including, without limitation, the property listed on Exhibit "A-1" and the following:

1. All patents, trademarks, trademark licenses, trade names, mastheads, brand names, slogans, copyrights, reprint rights, authorizations, inventions, processes, know-how, formulas, trade secrets and other intangible assets, including, but not limited to, the name "Pachanga."
2. All furniture and fixtures.
3. All machinery and equipment.
4. All inventory including, without limitation, all parts, accessories, raw materials, work-in-process, finished products, goods in transit, office, manufacturing and advertising supplies, containers and packaging and shipping materials.
5. All telephone systems, wiring, telephone numbers and phone directory and yellow-page ad listings.
6. All computer systems and wiring and all software and documentation.
7. All customer, supplier and circulation lists and records.
8. All leases, contracts, agreements, arrangements, commitments and understandings (whether written or oral), if any, including, but not limited to all customer contracts, insurance contracts, leases, warranties, supply contracts, purchase contracts, and/or service contracts, to which Pachanga is a party.
9. All rights and claims under insurance policies, if any, for damage to Pachanga assets to the extent that any damaged Pachanga assets have not been repaired or replaced prior to Closing.
10. All licenses, permits and authorizations issued by any governmental authority relating to the Pachanga business or the Pachanga assets.
11. All books and records (including all computerized records and other computerized storage media and software used in connection therewith), including, without limitation, all books and records relating to employees of, the purchase of materials, supplies and services for and dealings with customers and distributors of Pachanga, warranty records, sales literature, licensing records, service and parts records, and including all other existing records related to the Pachanga business.

12. All technical documentation owned by Pachanga including, without limitation, purchasing specifications, invention records, research records, inspection processes and equipment lists.

13. All existing rights to advertisements and commercials, whether for television, radio, print or other, all contracts, arrangements, commitments, understandings and brochures (whether written or oral) pertaining thereto and all other rights associated therewith.

14. All claims and causes of action of Pachanga relating to or arising out of the Pachanga business.

15. All prepaid expenses, including, but not limited to, utility deposits for telephone, water, electric, trash and gas.

16. All accounts receivable.

17. All personal property, accounts, bank accounts, cash, and general intangibles.

18. All Internet websites and content on such websites and domain names.

19. All goodwill of the Pachanga business.

EXHIBIT "A-1"

PACHANGA ITEMIZED ASSET LIST

1. Business Goodwill, Going-Concern Value and Other Intangibles including, but not limited to the following:
 - a. Brand
 - b. Reputation
 - c. Audience
 - d. Market Control
 - e. Social Media Presence
 - g. Contracts (identified in Schedule 3.2(j))

2. Intellectual Property, including the following:
 - a. Websites, domain names, social media accounts and related content
 - i. www.pachangafest.com domain name / website content
 - ii. www.Youtube.com/user/pachangafestival YouTube account
 - iii. www.twitter.com/pachangafest twitter account
 - iv. www.facebook.com/pachangafest facebook account
 - v. www.instagram.com/pachangafest Instagram account
 - b. "Pachanga Latino Music Festival" Trademark, Common Law and Federal Registration Serial No. 85789181
 - c. "Pachanga" Trademark, Common Law and Federal Registration Serial No. 85789157
 - d. "Pachanga Fest" Trademark, Common Law and Federal Registration Serial No. 85789173
 - e. Past market and performance data

3. Bank accounts