

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quynh Han Nguyen		10/19/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	My Y Thi Hua		
Street Address:	9678 Chenille Avenue		
City:	Fountain Valley		
State/Country:	CALIFORNIA		
Postal Code:	92708		
Entity Type:	INDIVIDUAL: VIETNAM		
Name:	Dao Chanh Ly		
Street Address:	9678 Chenille Avenue		
City:	Fountain Valley		
State/Country:	CALIFORNIA		
Postal Code:	92708		
Entity Type:	INDIVIDUAL: VIETNAM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4546051	TIP TOP' SANDWICHES	
CORRESPONDENCE DATA			
Fax Number:	8663799251		
<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>			
Email:	dan@dxnguyen.com		
Correspondent Name:	Daniel Nguyen		
Address Line 1:	12966 Euclid St.		
Address Line 2:	Suite 310		
Address Line 4:	Garden Grove, CALIFORNIA 92840		
NAME OF SUBMITTER:	Daniel Nguyen		
SIGNATURE:	/Daniel Nguyen/		
DATE SIGNED:	11/01/2019		

OP \$40.00 4546051

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of 10/16/19, is made by QUYNH HAN NGUYEN ("**Seller**"), an individual located at 14094 Brookhurst St., Garden Grove, California 92843 in favor of My Thi Hua and Dao Chanh Ly, husband and wife (collectively "**Buyer**"), located at 9678 Chenille Avenue, Fountain Valley, California 92708.

WHEREAS, Seller has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller and Buyer agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

- (a) the trademark registration(s) set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law & Venue. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal actions arising out of this Agreement shall be brought in Orange County, California.

6. Attorneys Fees. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

7. Integration & Modification. This Trademark Assignment covers the entire understandings of the parties regarding its subject matter, superseding all prior agreements and understandings, and no modification or amendment of its terms or conditions shall be effective unless in writing and signed by the parties.

8. Severability. The invalidity or unenforceability of any provision of this Trademark Assignment shall in no way affect the validity or enforceability of any other provision.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

BUYER

By: _____
Name: Dao Chanh Ly

By: _____
Name: My Thi Hua

Address for Notices:
9678 Chenille Avenue
Fountain Valley, CA 92708

SELLER

By: _____
Name: Quynh Han Nguyen

Address for Notices:
14094 Brookhurst St.
Garden Grove CA 92843

SCHEDULE 1

Assigned Trademark(s)

Trademark Registration(s)

Mark	Jurisdiction	Registration Number	Registration Date
TIP TOP' SANDWICHES	Federal	4546051	June 10, 2014