

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550834

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oscar Arellano		11/07/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valls Holdings, Inc.		
<b>Street Address:</b>	3663 S.W. 8th Street		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33135		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5903842	LA VENTANITA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9549240717		
<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>	954-924-0707		
<b>Email:</b>	trademark@patentmiami.com		
<b>Correspondent Name:</b>	Robert M. Schwartz, Esq.		
<b>Address Line 1:</b>	PO Box 221470		
<b>Address Line 4:</b>	Hollywood, FLORIDA 33022		
<b>ATTORNEY DOCKET NUMBER:</b>	VA145.069		
<b>NAME OF SUBMITTER:</b>	Robert M. Schwartz		
<b>SIGNATURE:</b>	/robert m schwartz/		
<b>DATE SIGNED:</b>	11/25/2019		
<b>Total Attachments: 2</b>			
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OP \$40.00 5903842

## Assignment of Trademark Rights

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Assignor: Oscar Arellano, an individual

Assignee: Valls Holdings, Inc., a Florida corporation

Mark: LA VENTANITA

Application No.: 87/708,511 Registration No. 5,903,842 Registered Nov. 05 2019

### RECITALS

**WHEREAS**, the above identified Assignor, Oscar Arellano, an individual (sometimes hereinafter "Assignor"), with an address of 8360 SW 157th St. Palmetto Bay, FL 33157, is the owner of the above referenced United States Trademark for the mark LA VENTANITA having Application No. 87/708,511 (sometimes hereinafter referred to as the "Mark") in connection with "Facilities that provide food and drink, namely, coffee stands" in Class 043;

**WHEREAS**, the above identified Assignee, Valls Holdings, Inc. (sometimes hereinafter "Assignee"), a Florida corporation (sometimes hereinafter "Assignor"), with an address of Penthouse 3663 S.W. 8th Street Miami, FL 33135, is desirous of acquiring said Mark;

**NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### ASSIGNMENT

On this 7<sup>th</sup> day of 11 2019

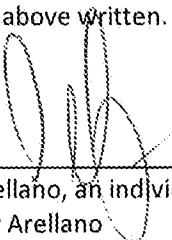
Oscar Arellano does hereby assign, sell, transfer and set over to Valls Holdings, Inc. the entire right, title and interest in and to the above-identified Mark, United States Trademark Application No. 87/708,511 and the corresponding U.S. registration, together with the goodwill which is connected to the above-listed services with which the Mark is used and all convention and treaty rights of all kinds in all countries of the world with respect to the following, all of the aforementioned property and rights to be held and enjoyed by Valls Holdings, Inc. for its own use, benefit and behalf and for the use, benefit and behalf of its successors, assigns and other legal representatives as fully and entirely as the same would

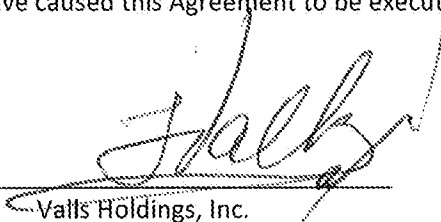
have been held and enjoyed by Oscar Arellano prior to this Assignment together with all claims for damages by reason of past infringement of the Mark and with the right to sue for and collect the same.

### REPRESENTATIONS AND WARRANTIES

As an inducement to Assignee to purchase the Mark and U.S. registration, Assignor hereby represents and warrants to Assignee that, to the best of Assignor's knowledge, the Mark is subsisting and is neither invalid nor unenforceable, in whole or in part; and to the best of Assignor's knowledge, Assignor's use of the Mark is exclusive throughout the United States and does not infringe any rights owned or possessed by any third party; and neither Assignor nor, to the best of Assignor's knowledge, any prior owner of the Mark, assigned or granted any rights or licenses to any person or entity which have not been terminated prior to the date hereof, or which Assignee is aware of, nor has Assignor otherwise encumbered the Mark or any rights or interest therein. To the best of Assignor's knowledge, Assignor is the sole owner of the Mark, which is free and clear of any liens, charges and encumbrances, and no other person or entity has or shall have any claim of ownership with respect to the Mark. Moreover, Assignor warrants that it has the full right, power and authority to enter into this Agreement and assign, transfer and sell all of the right, title and interest in and to the Mark. Assignor further represents that there are no claims, judgments or settlements to be paid by Assignor or, to the best of Assignor's knowledge, any pending claims or litigation, by or against Assignor or any prior owner of the Mark, relating to the Mark.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

  
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Oscar Arellano, an individual  
By: Oscar Arellano

  
\_\_\_\_\_  
Valls Holdings, Inc.  
By: Felipe A. Valls, Jr.  
President, Valls Holdings, Inc.