

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chocalatera De Jalisco, S.A., DE C.V.		09/10/2019	Sociedad anomina de capital variable, S.A. DE C.V.:
RECEIVING PARTY DATA			
Name:	Ibarra USA LLC		
Street Address:	500 West Overland		
Internal Address:	Suite 300		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79901		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1981424	CHOCO CHOCO IBARRA	
Registration Number:	4414963	CHOCOLATE IBARRA	
Registration Number:	4414678	IBARRA	
Registration Number:	2505984	IBARRA	
Registration Number:	2505985	IBARRA	
Registration Number:	4504232	IBARRA	
Registration Number:	3726051	IBARRA PREMIUM	
Registration Number:	2470976		
CORRESPONDENCE DATA			
Fax Number:	2149994667		
<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:	214-999-4344		
Email:	ipdocketing@foley.com		
Correspondent Name:	Michael W. Dubner		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K St., N.W., #600		
Address Line 4:	Washington, D.C. 20007		

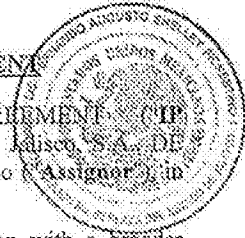
OP \$215.00 1981424

ATTORNEY DOCKET NUMBER:	122691-3000 to 3007
NAME OF SUBMITTER:	Michael W. Dubner
SIGNATURE:	/Michael W. Dubner/
DATE SIGNED:	12/11/2019
Total Attachments: 6 source=IBARRA IP Transfer#page1.tif source=IBARRA IP Transfer#page2.tif source=IBARRA IP Transfer#page3.tif source=IBARRA IP Transfer#page4.tif source=IBARRA IP Transfer#page5.tif source=IBARRA IP Transfer#page6.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of September 10, 2019, is made by Chocolatera De Ibarra, S.A. DE C.V., a sociedad anonima de capital variable formed under the laws of Mexico ("Assignor"), in favor of Ibarra USA LLC, a Texas limited liability company ("Assignee").



WHEREAS, this IP Assignment is being entered into in connection with a broader transaction involving the purchase of membership units in Assignee by Tippecan, LLC, a Delaware limited liability company ("Tippecan"), pursuant to a Membership Interest Purchase Agreement, dated September 10, 2019, by and among Tippecan, Assignor, and Assignee (the "MIPA").

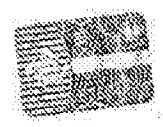
WHEREAS, under the terms of the MIPA, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, and any corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and in the MIPA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

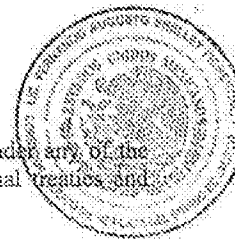
- (a) all (i) trademarks (including those listed on Exhibit A to this Agreement), service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, trade names, user names, screen names, Internet and mobile account names (including social media names, "tags," and "handles"), and other indicia of origin, whether registered or unregistered, all applications and registrations for the foregoing and all goodwill associated therewith and symbolized thereby, including all renewals of same, (ii) inventions and discoveries, whether patentable or not, and all industrial designs, design rights, patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues, (iii) confidential information, trade secrets and know-how, including processes, schematics, business methods, formulae, specifications, manufacturing instructions, drawings, prototypes, models, designs, customer lists and supplier lists, (iv) published and unpublished works of authorship, whether copyrightable or not (including, without limitation, databases and other compilations of information), copyrights and moral rights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof, (v) rights of privacy and publicity, and (vi) all other intellectual property or proprietary rights anywhere in the world;

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(b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any subsequent assignee or successor thereto.

3. Terms of the MIPA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the MIPA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the MIPA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the MIPA and the terms hereof, the terms of the MIPA shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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 Texas, without

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giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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

ASSIGNOR

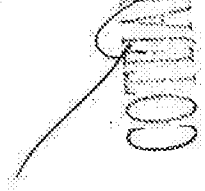
Chocolatera De Jalisco, S.A., DE C.V.

By: 
Name: Armando Gomez Ibarra Obregon
Title: CEO and Attorney in Fact

Address for Notices: Av. Mariano Otero 1420
Col. Jardines Plaza del Sol, Guadalajara, Jal.
C.P. 44510


(To be certified by Corredor Publico)

ASSIGNEE



AGREED TO AND ACCEPTED:

Ibarra USA LLC

By: 
Name: Armando Gomez Ibarra Obregon
Title: Legal Representative
Address for Notices: 500 West Overland, Suite
300, El Paso, TX 79901

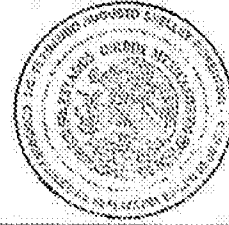
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EXHIBIT A
TRADEMARKS TO BE ASSIGNED



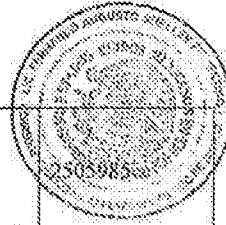
UNITED STATES


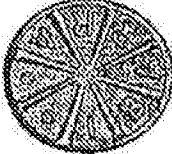
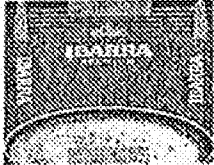
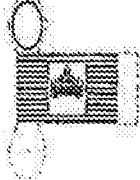
<u>Mark</u>	<u>Name</u>	<u>Goods & Services</u>	<u>Serial No.</u>	<u>Registration No.</u>
	CHOCO CHOCO IBARRA (logo)	Cocoa and sugar primarily for use as flavoring for milk	74467039	1981424
	CHOCOLATE IBARRA (logo)	Chocolate; Chocolate candies; Chocolate confections; Chocolate powder; Chocolate syrup; Chocolate-based beverages; Cocoa-based beverages; Filled chocolate	85923367	4414963
IBARRA	IBARRA	Chocolate; Chocolate candies; Chocolate confections; Chocolate powder; Chocolate syrup; Chocolate-based beverages; Cocoa-based beverages; Filled chocolate	85868192	4414678
	IBARRA (logo)	Chocolate; Chocolate powder; Chocolate syrup; Chocolate flavoring	75941043	2505984

CORRIGIDO
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	IBARRA (logo)	Chocolate, Chocolate powder; Chocolate syrup; Chocolate flavoring	75941044	
	IBARRA (logo)	Chocolate	85868094	4504232
	IBARRA PREMIUM (logo)	Chocolate powder; Chocolate; Chocolate syrup	77310243	3726051
	(logo - wordless)	Chocolate primarily for use as flavoring for milk	75753018	2470976

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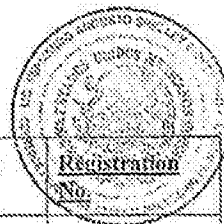
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of

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CANADA



<u>Mark</u>	<u>Name</u>	<u>Type / Nice Classification</u>	<u>Application No.</u>	<u>Registration No.</u>
	CHOCO CHOCO	Word / 30	1715154-00	TMA990739
	IBARRA	Word / 30	1715153-00	TMA990738

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