

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Del Toro Footwear LLC		10/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	La Fattoria Holdings, LLC		
Street Address:	2 North 6th Street, Unit 15D		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11249		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5479829		
Serial Number:	86708599		
Serial Number:	86031509		
Serial Number:	86386810	DEL TORO	
Serial Number:	85896809	DEL TORO	
Serial Number:	85274563	D.T.	
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>			
Email:	tadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	01/21/2020		

CH \$165.00 5479829

Total Attachments: 5

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TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

THIS TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of October 23, 2019 by and between LA FATTORIA HOLDINGS, LLC, a Delaware limited liability company ("Assignee"), and DEL TORO FOOTWEAR LLC, a Delaware limited liability company ("Assignor").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") between Assignor and Assignee, Assignee has agreed to purchase certain assets of Assignor, including the trademarks and trademark applications set forth on Exhibit A hereto (the "Assigned Trademarks").

B. Assignor and Assignee desire, by execution of this Agreement, to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee.

AGREEMENTS

For good and valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Assignment and Transfer of Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Assigned Trademarks, as well as (a) all common law rights therein; (b) all goodwill associated therewith; and (c) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Further Assurances. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Agreement, and Assignor shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this Agreement; provided, however, that Assignor is not required to incur any costs in connection therewith.

3. Incorporation of Representations, Warranties and Covenants. Notwithstanding anything in this Agreement to the contrary, the representations, warranties and covenants, including the limitations set forth therein, of Assignor contained in the Purchase Agreement are incorporated herein by reference. Assignor makes no representation or warranty with respect to the Assigned Trademarks being assigned hereby except as specifically set forth in the Purchase Agreement. If there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

4. Governing Law. This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States without giving effect to any rule or provision thereof that would cause the application of the law of any other state.

5. Electronic Signature; Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same

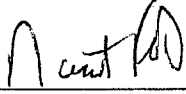
instrument. A copy of this Agreement transmitted via facsimile or e-mail (e.g., pdf or tif file) bearing the signature of any party shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature as originally written of such party.

[Signature page follows.]

This Trademark Transfer and Assignment Agreement has been duly executed by the parties as of the date first written above.

ASSIGNOR:

DEL TORO FOOTWEAR LLC

By: 

Name: Nathan Forbes
Title: Manager

ASSIGNEE:

LA FATTORIA HOLDINGS, LLC

BY: CARDINAL EQUITY PARTNERS, LLC, its
Manager

By: _____
Name: Brady Perrigo
Title: Manager

This Trademark Transfer and Assignment Agreement has been duly executed by the parties as of the date first written above.

ASSIGNOR:

DEL TORO FOOTWEAR LLC

By: _____
Name: Nathan Forbes
Title: Manager

ASSIGNEE:

LA FATTORIA HOLDINGS, LLC

BY: CARDINAL EQUITY PARTNERS, LLC, its
Manager

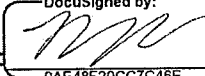



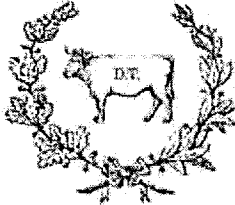
DocuSigned by:

By: _____
9AE48E20CCTC48E
Name: Brady Perrigo
Title: Manager

EXHIBIT A

ASSIGNED TRADEMARKS

<u>Trademark</u>	<u>Ser. No./ Reg. No.</u>	<u>Goods/ Services</u>
	SN: 87626912 RN: 5479829	Class 25: Footwear
	SN: 86708599	Class 25: Footwear
	SN: 86031509	Class 25: Footwear
DEL TORO	SN: 86386810	Class 14: Leather bracelets in the field of fashion and luxury goods Class 18: Leather bags and accessories, namely, wallets, business card cases, credit card cases, beauty cases sold empty, and bank note holders, in the field of fashion and luxury goods
DEL TORO	SN: 85896809	Class 25: Belts; shoes, slippers, leather shoes, dress shoes, boots, half boots, laced boots, esparto shoes; footwear, in the field of fashion and luxury goods
	SN: 85274563	Class 25: Belts; shoes, slippers, leather shoes, dress shoes, boots, half boots, laced boots, esparto shoes; hats; footwear; headwear