

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM562455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chipotle Mexican Grill, Inc.		09/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CMG Pepper, LLC		
Street Address:	610 Newport Center Drive		
Internal Address:	Suite 1300		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88126115	FOR REAL	
Serial Number:	88126122	CULTIVATE A BEAUTIFUL WORLD.	
Registration Number:	5476113	CHIPTOPIA	
Serial Number:	87361676	AS REAL AS IT GETS	
Registration Number:	5424303	ALWAYS MADE THE TASTY WAY	
Registration Number:	4336177	PIG2PASTURE	
CORRESPONDENCE DATA			
Fax Number:	3034732720		
<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:	3034732710		
Email:	docket@hollandhart.com		
Correspondent Name:	Scott S. Havlick		
Address Line 1:	P.O.Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	40911.0007		
NAME OF SUBMITTER:	Scott S. Havlick		
SIGNATURE:	/Scott Havlick/		

CH \$165.00 88126115

DATE SIGNED:	02/17/2020
Total Attachments: 7 source=Chipotle Second Trademark Assignment#page1.tif source=Chipotle Second Trademark Assignment#page2.tif source=Chipotle Second Trademark Assignment#page3.tif source=Chipotle Second Trademark Assignment#page4.tif source=Chipotle Second Trademark Assignment#page5.tif source=Chipotle Second Trademark Assignment#page6.tif source=Chipotle Second Trademark Assignment#page7.tif	

TRADEMARK ASSIGNMENT

This assignment of trademark, trade name and service mark rights ("Trademark Assignment"), effective September 30, 2019 (the "Effective Date"), by and between Chipotle Mexican Grill, Inc., a corporation duly organized and existing under the laws of the State of Delaware having a business address at 1401 Wynkoop St., Suite 500, Denver Colorado 80202, United States of America ("Assignor") and CMG Pepper, LLC, a limited liability company duly organized and existing under the laws of the State of Colorado having a business address at 610 Newport Center Drive, Suite 1300, Newport Beach, California, 92660, United States of America ("Assignee").

WHEREAS, Assignor is the owner of the trademark applications and registrations listed on the attached Schedule A ("Trademarks");

WHEREAS, Assignee seeks to acquire the entire right, title and interest in and to the Trademarks, together with the goodwill of the business associated with and symbolized by the Trademarks;

WHEREAS, Assignee is the successor to that portion of the business of the Assignor to which the Trademark pertains, which business is ongoing and existing.

NOW, THEREFORE, for and in consideration of the above Recitals, One Hundred U.S. Dollar (\$100.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of the present and future right, title and interest to the Trademarks, both registered and unregistered, together with the goodwill of the business associated with and symbolized by the Trademarks, and together with the right to sue for past infringement and to collect all

damages or profits for past infringement, dilution, unfair competition and counterfeiting of the Trademarks for its own use and benefits. Assignor further transfers, assigns, and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under all existing license agreements between Assignor and third parties related to the Trademarks. We hereby agree that any and all procedures shall be taken solely by the said assignee in regard to the assignment of the below-identified Trademarks.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their authorized representatives.

Chipotle Mexican Grill, Inc.

Dated: 1/13/2020

Signed: 

Name: Roger Theodoreidis
Title: Chief Legal Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

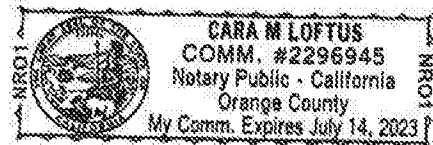
On Jan. 13, 2020 before me, Cara Loftus, Notary Public,
(insert name and title of the officer)

personally appeared Roger Theodoredis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cara Loftus (Seal)



ACCEPTED AND ACKNOWLEDGED:

CMG Pepper, LLC

Dated: 1/13/2020

Signed: 

Name: Michael M. McGawn

Title: Corporate Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

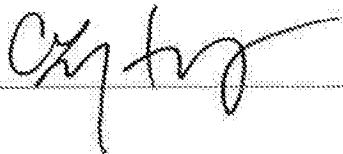
On Jan. 13, 2020 before me, Cara Loftus, Notary Public,
(insert name and title of the officer)

personally appeared Michael McGawn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

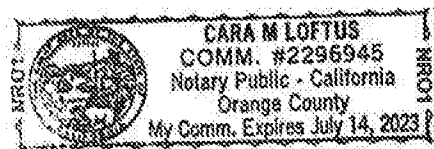
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SCHEDULE A TO TRADEMARK ASSIGNMENT

No.	Country	Mark	App No./Reg No.	Class
1.	Hong Kong	CHIPOTLE 奇椒乐 & Horizontal Logo (filled) (SERIES)	303416166	29, 30, 43
2.	Hong Kong	CHIPOTLE 奇椒乐 & Horizontal Logo (SERIES)	303416148	29, 30, 43
3.	Hong Kong	CHIPOTLE 奇椒乐 & Medallion Logo (SERIES)	303416184	29, 30, 43
4.	Hong Kong	CHIPOTLE 奇椒乐 & Medallion Logo (SERIES)	303416201	29, 30, 43
5.	Hong Kong	CHIPOTLE 奇椒樂 & Horizontal Logo (filled) (SERIES)	303416157	29, 30, 43
6.	Hong Kong	CHIPOTLE 奇椒樂 & Horizontal Logo (SERIES)	303416139	29, 30, 43
7.	Hong Kong	CHIPOTLE 奇椒樂 & Medallion Logo (filled) (SERIES)	303416193	29, 30, 43
8.	Hong Kong	CHIPOTLE 奇椒樂 & Medallion Logo (SERIES)	303416175	29, 30, 43
9.	Hong Kong	CHIPOTLE 奇波利 & Horizontal Logo	303416094	29, 30, 43
10.	Hong Kong	CHIPOTLE 奇波利 & Horizontal Logo (red/black filled) (SERIES)	303416102	29, 30, 43
11.	Hong Kong	CHIPOTLE 奇波利 & Horizontal Logo (red/black filled) (SERIES)	303416120	29, 30, 43
12.	Hong Kong	CHIPOTLE 奇波利 & Medallion Logo	303416085	29, 30, 43
13.	Hong Kong	CHIPOTLE 奇波利 & Medallion Logo (red/black filled) (SERIES)	303416076	29, 30, 43
14.	United States of America	FOR REAL	88126115	43
15.	United States of America	CULTIVATE A BEAUTIFUL WORLD	88126122	43
16.	United States of America	CHIPTORIA	5476113	43

17.	United States of America	AS REAL AS IT GETS	87361676	43
18.	United States of America	ALWAYS MADE THE TASTY WAY	5424303	43
19.	United States of America	PIG2PASTURE	4336177	9