

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nely Olivera		07/07/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Del Valle Import & Export 3 Inc.		
Doing Business As:	El Progreso Import Inc.		
Street Address:	2824 E 54th Street		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88693981	DON BETO	
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:	dg@griffithip.com		
Correspondent Name:	Daniel Griffith		
Address Line 1:	3343 Peachtree Rd.		
Address Line 2:	Suite 180-2002		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Daniel Griffith, Attorney of Record		
SIGNATURE:	/Daniel Griffith/		
DATE SIGNED:	07/08/2020		
Total Attachments: 4			
source=Trademark Assignment Agreement Executed 07.07.2020#page1.tif			
source=Trademark Assignment Agreement Executed 07.07.2020#page2.tif			
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OP \$40.00 88693981

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and being entered into as of the 3rd day of July (the "Effective Date") by and between:

NELY OLIVERA, an individual having resident of the state of California, having an address of 2824 E 54th Street, Vernon, California 90058 ("Assignor");

and

DEL VALLE IMPORT & EXPORT 3 INC. d/b/a EL PROGRESO IMPORT INC., a corporation formed under the laws of California, having a business address of 2824 E 54th Street, Vernon, California 90058, ("Assignee") (collectively, the "Parties");

Recitals

This Agreement is entered into with reference to the following recitals:

A. Assignor is a shareholder of DEL VALLE IMPORT & EXPORT 3 INC. d/b/a EL PROGRESO IMPORT INC., which is a food company specializing in snack foods, prepared foods, and fresh foods; and

B. Since at least as early as July 2017, Assignor has continuously used the name and trademark DON BETO in connection with food business; and

C. Assignor is the owner of all right, title and interest in the DON BETO name and mark associated with the business of DEL VALLE IMPORT & EXPORT 3 INC. d/b/a EL PROGRESO IMPORT INC., (the "DON BETO" Mark); and

D. Assignor is the owner of a pending application Serial No. 88693981 with the United States Patent and Trademark Office ("PTO"), a copy of which is attached hereto as Exhibit A; and

E. Assignee wishes to obtain the rights to the "DON BETO" Mark, the application listed in Exhibit A, and the rights associated therewith, including all associated goodwill; and

F. For the consideration set forth below, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor will transfer such rights to the "DON BETO" Mark, including any and all rights associated therewith and all associated goodwill, pursuant to the terms set forth in this Agreement.

Terms of Agreement

1. Assignment of Rights.

Assignor does hereby sell, assign, and transfer to Assignee, and Assignee hereby accepts, free and clear of all liens, security interests and any other encumbrances, i) Assignor's entire

worldwide rights, title and interest in and to the "DON BETO" Mark, in all its forms and for all uses, including such use as a trademark, service mark, trade name, corporate name, domain name and business name, and including all associated artwork, labels and signage; ii) the goodwill of the business connected with the use of and symbolized by the "DON BETO" Mark, and iii) all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present or future infringement of the "DON BETO" Mark or injury to said goodwill, together with the right to sue or recover the same.

2. Consideration

In return for the assignment, Assignee shall provide, and Assignor accepts, valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

3. Confidentiality

The Parties shall keep this Agreement and the terms hereof strictly confidential and shall not disclose the same except as disclosure of this Agreement or its terms may be required by statute or court order, and in such case, the Parties may only do so only after giving at least 30 days advance written notice.

4. Representations and Warranties of Assignor.

Assignor represents and warrants to Assignee as of the Effective Date:

- i) Assignor is the owner of the "DON BETO" Mark and all rights therein in the geographic areas where Assignor conducts business. No other person or entity owns any interest in the assigned "DON BETO" Mark or the rights therein. Assignor has not transferred, assigned, licensed, pledged or mortgaged the "DON BETO" Mark or the rights therein to any other person or entity. Other than any such items listed on Exhibit A, Assignor does not own any federal, state or foreign trademark or service mark applications or registrations for the "DON BETO" Mark.
- ii) Use of the "DON BETO" Mark by Assignor and her predecessors has been continuous, notorious and exclusive since at least as early as July 2017. Upon request of Assignee, Assignor shall provide Assignee (to its satisfaction) documentary and testimonial evidence of its ownership, use and marketing of the "DON BETO" Mark. Assignor will retain such documentation and testimonial evidence and provide written notice to Assignee of any intent to remove or destroy such documentation and evidence, at which time Assignor must provide Assignee with the opportunity to inspect, scan and/or copy such items.
- iii) This Agreement constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms. It has been duly authorized by all necessary corporate

actions and does not require any consent or approval of any person or governmental authority except such consents and approvals as have been obtained and are in full force and effect.

iv) Assignor is not aware of any claims by any third party relating to, or arising from, its use of the "DON BETO" Mark.

5. General Terms.

a. Assignment. Assignee shall have the right to assign this Agreement, the "DON BETO" Mark and all of Assignee's rights and obligations, to any person or entity without any restrictions whatsoever.

b. Indemnity. Assignor agrees to defend, indemnify, and hold harmless the Assignee against any claims arising out of, or in connection with, any such assignment or transfer or purported assignment or transfer.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

d. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties hereto with reference to the subject matter hereof. No other agreements, written or oral, shall be deemed to exist or to bind either of the Parties hereto and any and all prior agreements, understandings, and representations are superseded hereby. The Parties represent that there are no contemporaneous agreements or understandings between the Parties relating to the subject matter of this Agreement that are not contained herein. Neither of the Parties has executed this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement cannot be modified or changed except by a writing signed by both Parties.

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

f. Acknowledgments. Each of the Parties acknowledges that it has carefully read and understands this Agreement, that it has had the opportunity to obtain the advice of its own counsel in connection with entering into this Agreement, and that the person executing this Agreement on its behalf has the full right and authority to bind it and its Affiliates.

g. Actions For Breach. In the event that either of the Parties should bring any lawsuit or other proceeding attempting to enforce the provisions of this Agreement or to seek damages for any breach of this Agreement, the prevailing party shall recover its costs, including reasonable attorneys' fees, incurred in such lawsuit or other proceeding (including on any appeal).

b. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent permitted by law. To the extent permitted by law, the parties hereby waive any provision of the law that renders any provision hereof prohibited or unenforceable in any respect.

i. Further Actions. The Parties agree to perform any additional actions, including executing and delivering any additional documents that may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date set forth above.

By: Nely Individually
Name: Nely Olivera
Date: July 7th, 2020

By: Nely, on behalf of DEL VALLE IMPORT & EXPORT S INC. d/b/a
EL PROGRESO IMPORT INC.
Name: Nely Olivera
Date: July 7th, 2020