

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613733


SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMERCIALIZADORA JALISCO TRADE, S.A. DE C.V.		11/05/2019	Corporation: MEXICO
RECEIVING PARTY DATA			
Name:	GLOBAL BRANDS MANUFACTURING, S.A. DE C.V.		
Street Address:	AV. CRUZ DEL SUR NO. 3195		
Internal Address:	TERCER PISO, INTERIOR B LOMAS DE LA VICTORIA		
City:	TLAQUEPAQUE JALISCO		
State/Country:	MEXICO		
Postal Code:	45527		
Entity Type:	Corporation: MEXICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5442524	DESPACITO	
Registration Number:	4698357	JUAN DIEGO	
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>			
Phone:	3056700323		
Email:	mail@rubiolaw.com		
Correspondent Name:	Felipe Rubio		
Address Line 1:	8950 SW 74th Ct, Suite 1804		
Address Line 4:	Miami, FLORIDA 33156		
NAME OF SUBMITTER:	Felipe Rubio		
SIGNATURE:	/felipe rubio/		
DATE SIGNED:	12/11/2020		
Total Attachments: 3			
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OP \$65.00 5442524

TRADEMARK ASSIGNMENT

This Agreement is by and between **COMERCIALIZADORA JALISCO TRADE, S.A. DE C.V.**, a company legalized and existing under the laws of Mexico with and address of: Av. Vallarta 6503, Int. 3C, Ciudad Granja, Zapopan, Jalisco, Z.C. 45010 represented by **CARLO IGNACIO CAMPOS PALOS** ("Assignor") and **GLOBAL BRANDS MANUFACTURING, S.A. DE C.V.** a company legalized and existing under the laws of Mexico with and address of: Av. Cruz del Sur NO. 3195, Tercer Piso, Interior B, Lomas de la Victoria, Tlaquepaque Jalisco, 45527, represented by **ALMA JOANNA GUTIERREZ ROBLEDO** ("Assignee").

WHEREAS, Assignor, is the owner in the United States of the following trademarks:

Trademark	Class	Registration number
DESPACITO	33	5442524
	33	4698357

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interests in the Trademarks

NOW, the parties agree as follows:

- 1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
- 2. Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the amount of \$1.00, payable on November 11, 2019.
- 3. Representation and Warranties.** Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;

- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are not claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement
4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and cost in such litigation from the party against whom enforcement was sought.
5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
6. **Amendment.** This Agreement may be amended only by a writing signed by both parties.
7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions hereunder shall be governed by, the laws of the State of California.

Date: November 05, 2019.

ASSIGNOR



**COMERCIALIZADORA JALISCO TRADE,
S.A. DE C.V.**

represented by

CARLO IGNACIO CAMPOS PALOS

ASSIGNEE



**GLOBAL BRANDS MANUFACTURING, S.A.
DE C.V.**

represented by

ALMA JOANNA GUTIERREZ ROBLEDO