

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630217

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900589153		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Falcon Distribution		12/31/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	BakeMark USA, LLC		
Street Address:	7351 Crider Avenue		
City:	Pico Rivera		
State/Country:	CALIFORNIA		
Postal Code:	90660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6051833	TORINO	
Serial Number:	90196980	MICHIGAN QUALITY	
Serial Number:	90022581	ROOSTER BRAND	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213.929.2500		
Email:	tmdocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	400 EAST VAN BUREN STREET		
Address Line 2:	SUITE 1900		
Address Line 4:	PHOENIX, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	72675.00022		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/Dax Alvarez/		
DATE SIGNED:	03/05/2021		
Total Attachments: 3			

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ASSIGNMENT

This ASSIGNMENT (this "Assignment") is made, by and between Falcon Distribution, a Florida corporation having a place of business at 3201 NW 116th St., Miami, Florida 33167 ("Assignor") and BakeMark USA LLC, a Delaware limited liability company having a place of business at 7351 Crider Avenue, Pico Rivera, California 90660 ("Assignee").

WHEREAS, Assignee is acquiring Assignor's right, title and interest in, to, and under Assignor's intellectual property, including but not necessarily limited to the trademarks set forth on Schedule A (the "Marks").

WHEREAS, Assignor and Assignee expressly acknowledge that with respect to certain U.S. trademark applications identified in Schedule A that these applications were filed on an "intent to use" basis and that in order to fully assign the rights in these applications, Assignor and Assignee expressly affirm that Assignee is the successor to Assignor's business to which the aforementioned U.S. trademark applications pertain and that such business is ongoing and existing and that as such, this Assignment is proper under 15 USC §1060; 37 CFR §3.16, and TMEP 501.01(a).

WHEREAS, in order to effectuate Assignor's assignment of its entire right, title and interest in, to, and under the Marks and the goodwill appurtenant thereto, to Assignee, Assignor is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Assignor, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire right, title and interest in, to, and under Assignor's intellectual property including but not necessarily limited to the Marks, and the attendant goodwill symbolized by the foregoing, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

Assignor hereby agrees that Assignee shall have the right, at its sole cost and expense, to record this instrument of assignment with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world, so as to establish Assignee as owner of record of the Marks.

Assignor further agrees, at the request of Assignee and at Assignee's sole cost and expense, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world, so that Assignee's ownership of the Marks is duly made of record.

and with any other agency, office or authority in any and all other jurisdictions and countries of the world, so that Assignee's ownership of the Marks is duly made of record.

This Assignment and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Florida without regard for conflict of laws rules.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Assignment, such provision will be fully severable, and the remaining provisions of this Assignment will remain in full force and effect. This Assignment may be executed and delivered, including by email, or other means of electronic transmission in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The Parties, intending to be legally bound, have executed this Assignment as set forth below.

FALCON DISTRIBUTION
("Assignor")

Dated: 12/31, 2020

By: 

Name: PIERO BATISTINI

Title: PRESIDENT

BAKEMARK USA, LLC
("Assignee")

Dated: Dec 31, 2020

By: 

Name: JIM PARKER

Title: CEO

EXHIBIT A

Mark	App. No./Reg. No.	Classes
TORINO and Design	6,051,833	29, 30
MICHIGAN QUALITY and Design	90/196,980	29
ROOSTER BRAND and Design	90/022,581	29

FALCON DISTRIBUTION

