

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUINTA VALE D. MARIA - VINHOS, S.A.		10/27/2020	Corporation: PORTUGAL
RECEIVING PARTY DATA			
Name:	AVELEDA S.A.		
Street Address:	Rua da Aveleda, Nº 2		
City:	Penafiel		
State/Country:	PORTUGAL		
Postal Code:	4560-570		
Entity Type:	Corporation: PORTUGAL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4148198	CV CURRICULUM VITAE	
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:	6465125847		
Email:	miguel@munoz-lopez.com		
Correspondent Name:	Angel Miguel Munoz, Esq.		
Address Line 1:	1140 Avenue of the Americas, FL 9th		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Angel Miguel Munoz, Esq.		
SIGNATURE:	/AMM/		
DATE SIGNED:	02/18/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of October 27, 2020 ("Effective Date") by and between QUINTA VALE D. MARIA - VINHOS, S.A., a Portuguese corporation (the "Assignor") and AVELEDA S.A., a Portuguese joint-stock corporation (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor is the owner the trademark CV CURRICULUM VITAE, identified by U.S. Registration Number 4,148,198 in the United States Patent and Trademark Office (the "Mark"), as described in Exhibit A hereto;

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all right, title, and interest in and to the Mark; and

WHEREAS, the Assignee desires to purchase or acquire all the Assignor's right, title, and interest in and to the Mark;

WHEREAS, as consideration for the assignment of the Mark and the Assignor's representations and warranties, the Assignee paid the Assignor the appropriate compensation and the Assignee received it;

WHEREAS, each Party is duly authorized and capable of entering into this Assignment; and,

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARK.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- a. the Mark CV CURRICULUM VITAE, identified by U.S. Registration Number 4,148,198 in the United States Patent and Trademark Office;
- b. the registrations and applications for registrations derived from such Mark;
- c. the goodwill of the business connected with and symbolized by the Mark;

2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

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The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Mark;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Mark or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Mark;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Mark purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

3. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.


The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. DOCUMENTATION.

The Assignor will, as soon as it is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Mark for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, by request:

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- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Mark, reasonably necessary to record the assignment in the United States and throughout the world;
 - (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
 - (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Mark and/or on any continuing, divisional, or reissue applications thereof.

5. NO FURTHER USE OF MARK.

After the Effective Date, the Assignor agrees to make no further use of the Mark or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Mark.

6. INDEMNIFICATION.

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Mark or their use, assignment, sale, or reproduction infringes or misappropriates any trademark, trade secret, or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Mark by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

7. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

8. **NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

9. **NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Quinta Vale D. Maria -Vinhos S.A.
Quinta do Vale de Dona Maria
5130 Ervedosa do Douro
São João da Pesqueira, Portugal.

If to the Assignee:

Aveleda S.A.
Rua da Aveleda, N° 2
4560-570 Penafiel, Portugal

10. **GOVERNING LAW.**

This Assignment shall be governed by the laws of the state of New York.

11. **COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

12. **SEVERABILITY.**

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Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

13. ENTIRE ASSIGNMENT.

This Assignment, together with Exhibit 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

14. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

15. LANGUAGE.

This Agreement may be executed in more than one language. In the event of any inconsistency between the provisions of the English version of this Agreement and the provisions of any other version, the English version shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

QUINTA VALE D. MARIA - VINHOS, S.A.

By: 

Name: Martim Guedes (CEO)

ASSIGNEE

AVELEDA S.A.

By: 

Name: Martim Guedes (CEO)

EXHIBIT A

United States of America
United States Patent and Trademark Office

CV CURRICULUM VITAE

Reg. No. 4,148,198

Registered May 29, 2012

Int. Cl.: 33

TRADEMARK

PRINCIPAL REGISTER

TEMOS & VAN ZEELE, LDA (PORTUGAL LIMITED LIABILITY COMPANY)
QUINTA DO VALE DE DONA MARIA
31301 RIVILOSA DO DOURO
SAO JOAO DA PESQUEIRA, PORTUGAL

FOR WINE, IN CLASS 33 (U.S. CLS. 47 AND 49)

FIRST USE 11-21-2005, IN COMMERCE 11-21-2005

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR

SER. NO. 92-467,760, FILED 5-7-2008

MARC TEP/IG, EXAMINING ATTORNEY



David J. Kappas

Attorney of Record for the Applicant