# CH \$190.00 2387189

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM639636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Producers Dairy Foods, Inc.		03/31/2021	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Nevada Dairy, LLC
Street Address:	250 E. Belmont Ave.
City:	Fresno
State/Country:	CALIFORNIA
Postal Code:	93711
Entity Type:	Limited Liability Company: NEVADA

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2387189	MODEL DAIRY
Serial Number:	90236530	MODEL DAIRY
Serial Number:	90236515	MODEL DAIRY
Serial Number:	90236522	MODEL DAIRY
Serial Number:	90236547	MODEL DAIRY SINCE 1906
Serial Number:	90236536	MODEL DAIRY SINCE 1906
Serial Number:	90236542	MODEL DAIRY SINCE 1906

#### **CORRESPONDENCE DATA**

**Fax Number:** 5594324590

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.

**Phone:** 5594324500

**Email:** ipmail@dowlingaaron.com

Correspondent Name: Marcus N. DiBuduo

Address Line 1:8080 N. Palm Ave. Third Fl.Address Line 4:Fresno, CALIFORNIA 93711

ATTORNEY DOCKET NUMBER:	055714.0003
NAME OF SUBMITTER:	Marcus N. DiBuduo
SIGNATURE:	/Marcus N. DiBuduo/

TRADEMARK REEL: 007257 FRAME: 0540

900609823

04/15/2021		
Total Attachments: 4		
source=Assignment PDF to Nevada to be filed#page1.tif		
source=Assignment PDF to Nevada to be filed#page2.tif		
source=Assignment PDF to Nevada to be filed#page3.tif		
source=Assignment PDF to Nevada to be filed#page4.tif		
<u>.</u>		

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of March 31, 2021 (the "Effective Date"), is by and between Producers Dairy Foods, Inc., a California corporation ("Assignor") and Nevada Dairy, LLC, a Nevada limited liability company ("Assignee").

#### WITNESSETH:

WHEREAS, pursuant to the terms and conditions of the Assignment Agreement, dated as of March 31, 2021, by and among Assignor and Assignee (the "Agreement"), Assignor desires to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in, to and under certain intellectual property assets, and Assignee desires to acquire and accept all of Assignor's entire right, title and interest in, to and under such assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Agreement and subject to the terms and conditions therein, the parties hereto, intending to be legally bound, hereby agree as follows:

- 8. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Agreement.
- Assignee does hereby acquire and accept, all of Assignor's right, title and interest in, to and under the Intellectual Property set forth on Exhibit A hereto ("Assigned Property"), together with (i) all registrations thereof or applications therefor in the United States Patent and Trademark Office, the Trademark Offices of the States and Territories of the United States of America, and the Trademark Offices of other nations throughout the world, and all rights therein provided by international treaties or conventions, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all corresponding rights throughout the world, and (v) all claims against a third party for damages by reason of past infringement, and the right to sue for and collect the same.
- 10. The Parties acknowledge and agree that the terms contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.
- 11. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary to enable Assignee to perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned Property, in each case, without further compensation but at the expense of Assignee.

12. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of entire right, title and interest in, to and under the Assigned Properties.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

#### AS ASSIGNOR:

PRODUCERS DAIRY FOODS, INC, a California Corporation

Signature

Name

Scott W. Shehadey

Title

President

#### AS ASSIGNOR:

NEVADA DAIRY, LLC,

a Nevada limited liability company.

Signature

Name

Scott W. Shehadey

Title

Manager

# EXHIBIT A ASSIGNED IP

(SCHEDULE 1)

## <u>Trademarks</u>

Trademark	Registration No.	Registration Date
	(Application No.)	(Application Date)
MODEL DAIRY	2,387,189 (75643748)	September 19, 2000 (February 17, 1999)

# EXHIBIT A ASSIGNED IP

(SCHEDULE 2)

## <u>Trademarks</u>

Trademark	Registration No.	Registration Date
	(Application No.)	(Application Date)
MODEL DAIRY	Pending (90/236,530)	Pending (October 5, 2020)
MODEL DAIRY	Pending (90/236,515)	Pending (October 5, 2020)
MODEL DAIRY	Pending (90/236,522)	Pending (October 5, 2020)
	Pending (90/236,547)	Pending (October 5, 2020)
	Pending (90/236,536)	Pending (October 5, 2020)
	Pending (90/236,542)	Pending (October 5, 2020)

TRADEMARK REEL: 007257 FRAME: 0545

RECORDED: 04/15/2021