

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640995

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Entity Type of the Receiving Party: Change from FLORIDA CORPORATION to FLORIDA LLC. previously recorded on Reel 006361 Frame 0555. Assignor(s) hereby confirms the Assignment Of The Entire Interest And The Goodwill..		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RCR COFFEE COMPANY, INC.		06/22/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NO BOUNDARIES VENTURES, LLC		
<b>Street Address:</b>	402 N. 22nd Street		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33605		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4127808	CAFE PEREZ	
<b>Registration Number:</b>	2168632	INNKEEPER'S CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132291660		
<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>			
<b>Phone:</b>	8132297600		
<b>Email:</b>	tmdocketing@slk-law.com, mrichter@shumaker.com		
<b>Correspondent Name:</b>	Shumaker, Loop & Kendrick, LLP		
<b>Address Line 1:</b>	101 E. Kennedy Boulevard		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>ATTORNEY DOCKET NUMBER:</b>	B11620-178216		
<b>NAME OF SUBMITTER:</b>	Mindi M. Richter		
<b>SIGNATURE:</b>	/Mindi M. Richter/		
<b>DATE SIGNED:</b>	04/21/2021		
<b>Total Attachments: 4</b>			

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RCR Coffee Company, Inc.		06/22/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	No Boundaries Ventures, LLC		
<b>Street Address:</b>	402 N. 22nd Street		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33605		
<b>Entity Type:</b>	Corporation: FLORIDA LIMITED LIABILITY COMPANY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4127808	CAFE PEREZ	
<b>Registration Number:</b>	2168632	INNKEEPER'S CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132291660		
<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>			
<b>Phone:</b>	8132297600		
<b>Email:</b>	mrichter@slk-law.com		
<b>Correspondent Name:</b>	Mindi M. Richter		
<b>Address Line 1:</b>	101 E. Kennedy Boulevard, Suite 2800		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Mindi M. Richter		
<b>SIGNATURE:</b>	/Mindi M. Richter/		
<b>DATE SIGNED:</b>	06/22/2018		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made as of the 22 day of June 2018, by RCR Coffee Company, Inc. ("Assignor"), and No Boundaries Ventures, LLC, a Florida limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, as of the date of this Assignment, Assignor is using or has used and is an owner of all right, title, and interest in and to the trademarks shown in Schedule A (the "Marks");

WHEREAS, Assignee desires to acquire the entire interest of Assignor in and to the Marks; and

WHEREAS, Assignor has agreed to sell, assign, and transfer to Assignee all right, title, and interest of Assignor in and to the Marks, including all derivatives thereof, all trademark and/or service mark applications therefor, and registrations thereof, and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises, a valuable sum in dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, absolutely and forever, all of its right, title, and interest, whether statutory or at common law, in and to the Marks throughout the world, together with the goodwill of the business symbolized by the Marks and all registrations and recordings of and pending applications relating to the Marks and all renewals thereof owned by Assignor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction, including, without limitation, the U.S. registrations shown in Schedule A (the "Registrations").

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee, at no cost or expense to Assignee, any new, additional, or confirmatory instruments and any other documents and perform all acts that may be necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register this Assignment in each of the jurisdictions where the Marks have been registered, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment.

This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective Assignor and Assignee. This Assignment shall be governed in its construction, interpretation, and performance by the laws of the United States of America.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date and year first above stated.

"ASSIGNOR"

RCR Coffee Company, Inc.

*Randy Gonzalez*

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22nd day of June 2018, by Randy A. Gonzalez He She is personally known to me or has produced \_\_\_\_\_ as identification.

*Vickyl Moore*

NOTARY PUBLIC

Name: Vickyl Moore

My Commission Expires: \_\_\_\_\_

(notary seal)



**SCHEDULE A**

<b>Mark</b>	<b>Reg./Serial No.</b>	<b>Country of Filing</b>	<b>Status</b>	<b>Record Owner</b>
CAFÉ PEREZ	4,127,808	USA	Registered	RCR Coffee Company, Inc.
INNKEEPER'S CHOICE	2,168,632	USA	Registered	RCR Coffee Company, Inc.