

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM642934

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	COURT ORDER
RESUBMIT DOCUMENT ID:	900590783

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coffee Solutions, LLC		01/09/2020	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	Hamstreet & Associates LLC, court appointed Receiver for Coffee Solutions LLC
Street Address:	ONE SW COLUMBIA STE 1575
City:	Portland
State/Country:	OREGON
Postal Code:	97258
Entity Type:	Limited Liability Company: OREGON

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	86219476	DA VINCI
Serial Number:	86187972	DIAL A BREW
Serial Number:	86377432	FASTER THAN FAST
Serial Number:	86377389	HOTTER THAN HOT
Serial Number:	85829070	ICOFFEE
Serial Number:	85400330	ICUP
Serial Number:	85870446	I
Serial Number:	85981049	I
Serial Number:	86223767	IMPOSSIBLY SMOOTH
Serial Number:	85652430	JETBREW
Serial Number:	86667085	MOZART
Serial Number:	86377415	SMOOTHER THAN SMOOTH
Serial Number:	86390071	SPINBREW
Serial Number:	85584778	STEAM BREW
Serial Number:	85880341	STEAM INFUSED
Serial Number:	86377227	TASTE INNOVATION TECHNOLOGY
Serial Number:	86190238	V

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: 15032245858
Email: trademark@millernash.com
Correspondent Name: Kevin S. Ross
Address Line 1: 111 SW 5th Avenue
Address Line 2: Suite 3400
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	721921-0022
NAME OF SUBMITTER:	Kevin S. Ross
SIGNATURE:	/Kevin S. Ross/
DATE SIGNED:	04/28/2021

Total Attachments: 13

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4TH JUDICIAL DIST.

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

In re:

COFFEE SOLUTIONS, LLC, an Oregon
limited liability company,

Petitioner.

Case No.

20CV02134

**STIPULATED ORDER APPOINTING
RECEIVER**

This matter came before the Court on Petitioner's Stipulated Motion for Appointment of a Receiver (the "**Receiver Motion**") filed by Petitioner Coffee Solutions, LLC ("**Petitioner**"), appearing by Perkins Coie LLP. The Court, having considered the pleadings, including: (a) Memorandum in Support of Petitioner's Stipulated Motion for Appointment of a Receiver (the "**Memorandum**"); (b) Declaration of Christopher C. Maletis III in Support of Petitioner's Stipulated Motion for Appointment of a Receiver (the "**Maletis Declaration**"); and (c) Declaration of Clyde A. Hamstreet in Support of Petitioner's Stipulated Motion for Appointment of a Receiver (the "**Hamstreet Declaration**");

And it appearing to the Court that the property in question consists of the assets of Petitioner, primarily including certain intellectual property (the "**Intellectual Property**"), as further described in Paragraph 9 of the Maletis Declaration;

And it appearing to the Court that the Intellectual Property is pledged as security for obligations owed by Petitioner to Chris Maletis and Ed Maletis pursuant to separate secured

1 loans dated on or about July 21, 2016 and each in the original principal amount of \$350,000 (the
2 "2016 Loans");

3 And it appearing to the Court that Petitioner is a judgment debtor under that certain
4 judgment (the "Judgment") in the original amount of \$20,744,484.23 in favor of Uni-Splendor,
5 entered in *Uni-Splendor v. Remington Designs, LLC*, Case No. 2:16-cv9316 PA (SSx) on or
6 about October 23, 2018 by the United States District Court, Central District of California;

7 And it appearing to the Court that Petitioner intends to promptly dismiss *Coffee Solutions*
8 *LLC v. Uni-Splendor Corp*, Case No. 3:19-cv-01848-YY;

9 And it further appearing to the Court that the Petitioner has filed a Complaint seeking
10 appointment of a receiver under the Oregon Receivership Code (the "Code"), Oregon Revised
11 Statutes ("ORS") 37.010 *et seq.* and Oregon Rule of Civil Procedure ("ORCP") 80, to take
12 charge of the Property (as defined below) with the authorities and responsibilities set forth
13 below.

14 **IT IS HEREBY ORDERED** as follows:

15 1. Petitioner's Motion for Appointment of a Receiver is granted.

16 2. Hamstreet & Associates LLC, by and through Clyde Hamstreet, is appointed as
17 receiver (the "Receiver") pursuant to ORS 37.010 *et seq.* and ORCP 80 to take possession of and
18 be the managing agent for the Intellectual Property and all other property, rights and interests of
19 Petitioner (collectively, the "Receivership Estate" or the "Property"), with all of the usual and
20 customary duties, powers, authority and responsibility provided in the Code, including, without
21 limitation, the following specific powers and authorities:

22 (A) The Receiver, through its employees, agents and independent
23 contractors, shall take possession of, manage and control the Property and its
24 business, if any, and incur expenses as in the Receiver's judgment are necessary
25 for the management, control, assessment, valuation, and, under circumstances
26 described below, disposition of the Property, including the execution of contracts

1 associated with such responsibilities, and shall do all things and incur the risks
2 and obligations ordinarily incurred by owners, managers, and operators of similar
3 property. Such risks and obligations shall be risks and obligations of the
4 Receivership Estate and not personal risks or obligations of the Receiver.

5 (B) The Receiver may negotiate with any and all interested persons
6 concerning the use of the Property and, consistent with the Budget (defined
7 below), may make reasonable expenditures in relation to the Receivership Estate.

8 (C) The Receiver is authorized to take control of the Receivership
9 Estate, together with all related documents, books, records, papers, and accounts
10 of Petitioner to preserve, protect, secure and maintain the Property. In furtherance
11 of the foregoing, the Receiver is authorized to take possession of all business
12 records of Coffee Solutions including but not limited to: (1) all the books and
13 records, ledgers, financial statements, financial reports, valuation analyses; (2) all
14 banking records, statements, budgets, and personnel records, (3) all documents
15 associated with intellectual property; and (4) all records associated with the
16 Judgment and the 2016 Loans. The Receiver shall be entitled to such records
17 pertaining to the Property, wherever located, as the Receiver deems necessary for
18 the proper administration, management or control of the Receivership Estate, but
19 said books and records shall be made available to Petitioner, its agents,
20 representatives and all persons or entities acting in concert with Petitioner as is
21 reasonably necessary.

22 (D) Except as otherwise set forth herein, the Receiver shall comply
23 with the requirements of the Code, including in the filing of documents, notices,
24 inventories, and reports.

25 (E) Within seven (30) days of the entry of this Order, the Receiver
26 shall prepare and deliver to Petitioner and Defendant a proposed 90-day budget

1 (the "Initial Budget") for the management of the Receivership Estate. Subject to
 2 and upon the reasonable approval by Petitioner and Chris Maletis, the Initial
 3 Budget shall be approved. For every quarter following the expiration of the Initial
 4 Budget, for so long as any part of the Property remains in the Receiver's
 5 possession, the Receiver shall prepare and deliver to Petitioner and Chris Maletis
 6 a proposed 90-day budget (the "Budget") for the management of the Property.
 7 Upon the earlier of approval of the Budget by Petitioner and fourteen days
 8 following delivery, the Receiver shall file the Budget with the Court and serve
 9 copies on Petitioner, Chris Maletis and their counsel of record, and any other
 10 party requesting such notice. Any party having an objection to the Budget shall
 11 file a written objection with the Court no later than 10 business days after the date
 12 of service. The Receiver may, in its reasonable discretion, deviate from the
 13 Budget in amounts less than 10 percent, but not in the aggregate more than
 14 \$20,000 per budget period. The Receiver may, in its reasonable discretion,
 15 deviate from the Budget in amounts greater than \$10,000 only with the prior
 16 consent of Petitioner and Chris Maletis or after providing written notice to
 17 Petitioner and Chris Maletis and receiving no objection within five (5) business
 18 days. Otherwise, the Receiver may deviate from the Budget only upon an order
 19 of the Court following motion and an opportunity for hearing.

20 (F) The Receiver is hereby authorized to hire, retain, and terminate
 21 consultants, brokers, professionals, and any other personnel the Receiver deems
 22 necessary to assist in the discharge of its duties, with the full force and power of
 23 the Receiver to carry out the duties and obligations of the Receiver as set forth
 24 herein, including without limitation, obtaining turnover, possession and control of
 25 the Property and all books, records and accounts of Petitioner and any other
 26 property to which the Receivership Estate claims rights to possession or

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1 ownership. The Receiver is further authorized to retain legal counsel to represent
2 it and assist it with the performance of its duties as set forth herein. All
3 reasonable expenses incurred in connection with the hiring and retention of such
4 personnel and counsel shall be Receiver's Expenses (defined below).

5 (G) Notwithstanding any provision in this Order to the contrary, the
6 Receiver does not assume and is not obligated to assume and will not be obliged
7 to pay, perform or otherwise discharge any Employment-Related Liability (as
8 defined below) of Petitioner. Petitioner is and will be solely and exclusively
9 liable with respect to all Employment-Related Liabilities. Without limiting the
10 generality of the foregoing, "Employment-Related Liabilities" includes all of
11 Petitioner's liabilities to any former or current employee in any way related to the
12 employee's employment with or separation from Petitioner, including, but not
13 limited to, any claims: (1) for salary, wages, commissions, bonuses, benefits,
14 vacation, or any other form of compensation; (2) arising out of any acts or
15 omissions of Petitioner or any of his agents or representatives with respect to any
16 benefit plan, employee practices or employee programs, including employee
17 claims of discrimination, retaliation or other wrongful conduct or discharge
18 decisions; (3) severance liabilities; (4) obligations under employment contracts or
19 any other related agreements with employees; (5) any change of control amounts
20 payable to any employees; (6) all liabilities under the Worker Adjustment and
21 Retraining Notification Act, 29 U.S.C. § 2101 et seq., or similar state statute or
22 regulation; and (7) any other statutory or common-law claim.

23 (H) Consistent with ORS 37.240, the Receiver has the right to
24 negotiate, extend, terminate, modify, ratify or enter into leases, contracts,
25 including the hiring and terminating of employees of the Petitioner or the
26

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1 Receivership Estate and to pay for those services as an expense of the
2 Receivership Estate.

3 (I) The Receiver has agreed to charge fees as set forth in the
4 Declaration of Clyde Hamstreet. In addition, the Receiver shall be reimbursed for
5 all expenses incurred on behalf of the Receivership Estate pursuant to the terms of
6 this Order. The fees and costs of the Receiver and the agents, employees, legal
7 counsel, and professionals retained by the Receiver pursuant to this Order are
8 entitled to be paid such amounts ("Receiver's Expenses") may be paid on a
9 monthly basis. To the extent that funds in the Receivership Estate are insufficient
10 to pay the Receiver's Expenses as approved pursuant to this Order, Chris Maletis
11 shall pay such fees upon ten days' written notice communicated by the Receiver;
12 *provided however* that Chris Maletis shall be entitled to be reimbursed for any
13 Receiver's Expenses he pays from the first proceeds of any sale of Property.

14 (J) To be paid on a monthly basis, the Receiver must file a statement
15 of account with the Court and serve a copy on all parties each month for the time
16 and expense incurred in the preceding calendar month. At the Receiver's
17 discretion, this statement of account may accompany the monthly reports filed by
18 the Receiver pursuant to this Order. Once the Receiver's statement of account has
19 been filed and served, the Receiver may pay the statement from the proceeds of
20 the Property or as provided in the Budget or the Initial Budget. Objections to
21 each of the Receiver's statements of account, if any, must be made within ten (10)
22 days of notice of the statement. If an objection, which shall be made on a line
23 item basis with a statement of the reason for such objection, is timely filed and
24 served, the specific items objected to in such statement of account shall not be
25 paid absent further order of the Court. Failure of a party to object within this ten-
26 day period shall constitute a waiver of that party's objection(s) to the fees for that

1 period. The Receiver's receipt of interim fees is subject to final review and
2 approval by this Court. This Court retains jurisdiction to award a greater or lesser
3 amount as the full, fair, and final value of the Receiver's services.

4 (K) Except as stated herein, the Receiver is authorized to open and
5 maintain checking and savings accounts and the like, in the name of the
6 Receivership Estate, at a federally insured lending institution, and shall make only
7 those disbursements that are reasonable and necessary for the operation of the
8 Receivership Estate.

9 (L) Any utility company providing services to the Receivership Estate
10 shall comply with ORS 37.230.

11 (M) No insurance company shall be permitted to terminate coverage or
12 refuse coverage for the Property based upon prior unpaid premiums, claims
13 history or because of the appointment of the Receiver pursuant to this Order. In
14 addition, no insurance company shall be allowed to put in place more stringent
15 payment arrangements during the term of the receivership pursuant to this Order.

16 (N) The Receiver is authorized to issue demands in the name of the
17 receivership upon the U.S. Postal Service, or any other public or private entity, to
18 gain exclusive possession and control of such postal boxes as may have been used
19 by Petitioner or its agents for the receipt of rent, income, and other mail related to
20 the Property. The Receiver is authorized to open all mail addressed to Petitioner,
21 its agents, employees or representatives, or all persons or entities acting under or
22 in concert with Petitioner received at the receivership estate. The Receiver is
23 authorized to make copies of this mail and forward it to the Petitioner, its agents,
24 employees, or representatives, or all persons or entities acting under or in concert
25 with Petitioner.
26

1 (O) The Receiver shall prepare on a monthly basis, beginning thirty
 2 (30) days after his appointment and for so long as the Property shall remain in his
 3 possession or care, reports setting forth all receipts and disbursements, cash flow,
 4 changes in the assets in his charge, claims against the assets in his charge, and
 5 other relevant operational issues that have occurred during the preceding month.
 6 The Receiver is directed to file such reports (with appropriate redactions of
 7 confidential or sensitive information) with the Clerk of this Court. The Receiver
 8 shall serve a copy of this report on the attorneys of record for the parties.

9 (P) The Receiver shall have no responsibility for filing federal or state
 10 income tax returns or federal or state payroll tax returns and shall not be
 11 responsible for paying any unpaid federal and state payroll taxes and expenses of
 12 Petitioner. The responsibility for such filings and payments lies exclusively with
 13 the Petitioner and its agents, employees, and representatives. Upon request, the
 14 Receiver shall furnish Petitioner with such accounts, books and records within the
 15 Receiver's custody or control as reasonably may be necessary in order for
 16 Petitioner to complete and file tax returns.

17 (Q) The Receiver may demand, collect, and receive all revenues,
 18 receivables and profits for the Property or any part of it that are owed, unpaid, and
 19 uncollected as of the effective date of this Order, or hereafter to become due and
 20 in connection therewith may indorse checks payable to Petitioner or its agents to
 21 the extent related to the Property.

22 (R) The Receiver is authorized to evaluate, value and market the
 23 Property for sale consistent with this Order and the Code. Prior to executing any
 24 purchase agreement or other closing documents reasonably necessary in
 25 connection with any sale of the Property, the Receiver shall, consistent with ORS
 26 37.250, file a motion for approval of such a sale (the "Sale Motion"), which shall

1 include a copy of the proposed sale agreement. An order on the Sale Motion shall
2 be the subject of a hearing on not less than twenty-one (21) days' notice. Any
3 party may object to the Sale Motion by filing a written notice not less than five
4 business days prior to the hearing on the Sale Motion.

5 (S) Subject to further order of this Court, the Receiver may institute
6 and prosecute all suits as may be reasonably necessary in the Receiver's judgment
7 to protect the Property, and to defend all such suits and actions as may be
8 instituted against the Receivership Estate.

9 (T) To the extent there are insufficient funds in the Receivership Estate
10 to cover the operating expenses of the Receivership Estate, other than the
11 Receivership Expenses referred to and addressed in Paragraph I, above, the
12 Receiver may, in its discretion, request borrowing from Chris Maletis, consistent
13 with the Budget or the Initial Budget, with such borrowing being evidenced by
14 receiver's certificates. Should Chris Maletis Petitioner decide, in his sole
15 discretion, to advance funds to the Receivership Estate to maintain or preserve the
16 Property, all such funds advanced shall be considered additional indebtedness due
17 and owing under the 2016 Loans.

18 (U) The Receiver shall maintain adequate insurance over the Property
19 to the same extent and in the same manner as the Property has heretofore been
20 insured or as in the judgment of the Receiver may seem fit and proper, and to
21 cause all presently existing policies to be amended by adding the Receiver and the
22 receivership estate as an additional insured within twenty (20) days of the entry of
23 this Order, with all insurance refunds or claims proceeds to be paid to Receiver as
24 property of the Receivership Estate. If there is either inadequate insurance or
25 insufficient funds in the Receivership Estate to procure adequate insurance, the
26 Receiver is directed to immediately take appropriate action to remedy the

1 deficiency and to notice this Court regarding such deficiency. During the period
2 in which the Property is uninsured or underinsured, the Receiver shall not be
3 personally responsible for any claims arising therefore.

4 (V) The Receiver and the parties to this action may, from time to time,
5 pursuant to the timelines, methods of service, and other rules set forth in the
6 Oregon Rules of Civil Procedure, petition this Court for instructions in pursuance
7 of this order and further orders this Court may hereafter make.

8 (W) No individual or entity may sue the Receiver with respect to this
9 receivership and the Property without first obtaining the permission of this Court.

10 (X) The liability of the Receiver is and shall be limited to the assets of
11 the Receivership Estate and the Receiver shall not be personally liable for any
12 actions taken pursuant to this Order except as provided in ORS 37.300.

13 (Y) No later than ninety (90) days after the receivership terminates, the
14 Receiver shall file and serve a motion for approval of the Receiver's final report.
15 The Receiver shall give notice of such motion to all persons of whom the
16 Receiver is aware who have potential claims against receivership property. The
17 motion to approve the final report and account and for discharge of the Receiver
18 shall contain a declaration or declarations (1) stating what was done during the
19 receivership; (2) certifying the accuracy of the final accounting; (3) stating the
20 basis for the termination of the receivership (such as foreclosure or
21 reinstatement); and (4) stating the basis for an order for the distribution of any
22 surplus or payment of any deficit. In addition, the motion shall contain a
23 summary of the receivership accounting, which shall include (1) the total
24 revenues received; (2) the total expenditures identified and enumerated by major
25 categories; (3) the net amount of any surplus or deficit; and (4) evidence of
26 necessary supporting facts.

1 3. At the request of Receiver, that Petitioner and all persons or entities acting
2 under their direction or on their behalf are directed and ordered to surrender to the
3 Receiver within 10 business days of the entry of this Order the Property and all related
4 and supporting information.

5 4. That all persons or entities acting under Petitioner's direction or on its
6 behalf are ordered deliver to the Receiver all revenues, issues, receivables, profits, and
7 security deposits of and from the Property, which may yet come into their possession or
8 come under their control.

9 5. That Petitioner, its agents, servants, and employees, and all persons or
10 entities acting under or in concert with them, or for them, and all other persons with
11 actual or constructive knowledge of the Order, and each of them, be ordered to not:

12 (A) Commit or permit any waste on the Property or any part thereof, or
13 suffer or commit or permit any act on the Receivership Estate or any part thereof
14 in violation of law, or remove, transfer, encumber or otherwise dispose of any of
15 the Property;

16 (B) Directly or indirectly interfere in any manner with the discharge of
17 the Receiver's duties under the Order or the Receiver's possession of and
18 preservation and maintenance of the Property or related litigation, and shall not
19 interfere with Petitioner or the Receiver in any way connected with the Receiver's
20 protection of Petitioner's interests in the Property;

21 (C) Interfere with the Receiver's right to immediate possession of all
22 accounts of Petitioner holding profits from the Property, and shall turn over all
23 such funds held, wherever held, to the Receiver;

24 (D) Demand collection, receive, or in any way divert or use any of the
25 mail, income, royalties, rents, issues, profits, accounts receivable or other income
26 from the Property and interfere in any manner with collecting or receiving any

1 mail, income, rents, royalties, issues, accounts receivable, profits or substitution
2 thereof;

3 (E) Expend, disburse, transfer, assign, sell, convey, devise, pledge,
4 mortgage, create a security interest in, encumber, conceal or in any manner
5 whatsoever deal in or dispose of the whole or any part of the Property, or
6 Petitioner's books and records, without prior court order; or

7 (F) Do any act which will, or which will tend to, impair, defeat, divert,
8 prevent or prejudice the preservation of the Property, Petitioner's books and
9 records, the preservation of Petitioner's interest in the Property and/or Petitioner's
10 other collateral.

11 6. That the receivership and the receivership estate may be terminated by the
12 Receiver or by Petitioner as provided in ORS 37.410.

13 7. Subject to further order of the Court, with notice and opportunity to be heard and
14 right to object by any party or any interested party, and in compliance with the timelines,
15 methods of service, and other rules set forth in the Oregon Rules of Civil Procedure; That if for
16 any reason the Receiver is discharged prior to this Court's entry of judgment of foreclosure or
17 the dismissal of this case, Petitioner shall be entitled to designate a successor receiver.

18 8. Pursuant to ORS 37.090(5) and notwithstanding Oregon Rule of Civil
19 Procedure 80(C) and 82A(2), this Order shall be effective without the posting of a bond.

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9. That neither Petitioner nor the Receiver shall be liable for any obligation of Petitioner relating to the Property that arose prior to the date of this Order, including, without limitation, any contingent or unliquidated obligations, nor shall Petitioner or Receiver be obligated to advance any funds to pay any expense of maintenance or other liability of the Property.

IT IS SO ORDERED.

Handwritten signature: George Gregores
BUSHING 1/9/20

IT IS SO STIPULATED:

PERKINS COIE LLP

HOLLAND & KNIGHT LLP

By: /s/ Douglas R. Pahl
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Attorneys for Petitioner
Coffee Solutions, LLC

Attorney for Creditor
Christopher C. Maletis III

DATED: January 9, 2019

DATED: January 9, 2019