

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683100

<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>
Young Guns, Inc.		10/14/2021	Corporation: NEW MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Young Guns LLC		
<b>Street Address:</b>	1230 B. B. Romig Dr.		
<b>City:</b>	Hatch		
<b>State/Country:</b>	NEW MEXICO		
<b>Postal Code:</b>	87937		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86574834	HATCH CHILE FACTORY	
<b>Registration Number:</b>	5355360	HOLIDAY BLEND	
<b>Serial Number:</b>	86225060	YOUNG GUNS PRODUCE HATCH GREEN CHILE FLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>	585-263-1000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		
<b>SIGNATURE:</b>	/kristenmwalsh/		
<b>DATE SIGNED:</b>	10/22/2021		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of October 14, 2021, by and between Young Guns, Inc., a New Mexico corporation (the “**Company**”), and Young Guns LLC, a Delaware limited liability company (“**Buyer**”). The parties hereto are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.” Capitalized terms used but not herein defined will have the meanings given to them in the Asset Purchase Agreement (as defined below).

WHEREAS, the Company, Hatch Chile Factory, LLC, a New Mexico limited liability company, Buyer, Christopher Franzoy, an individual (“**C. Franzoy**”), Tammy Franzoy, an individual (“**T. Franzoy**” and together with C. Franzoy, the “**Stockholders**”), and C. Franzoy, not in his individual capacity, but as the Stockholders’ Representative, entered into that certain Asset Purchase Agreement, dated as of October 14, 2021 (as it may be amended, supplemented, or modified from time to time, the “**Asset Purchase Agreement**”);

WHEREAS, as stated in the Asset Purchase Agreement, the Company is engaged in the business of growing, processing, distributing, selling, producing and supplying fresh, frozen and shelf stable fresh, hatch green chiles, red chiles, salsas, pinto beans, corn husks, jalapeños, pumpkins, dry chile powders, and sauces in New Mexico (the “**Business**”);

WHEREAS, the Asset Purchase Agreement defines “**Company Products**” as all versions, derivative works, releases, and models of all products (including all Software products) or services that have been, or are currently being, designed or developed by or on behalf of the Company or marketed, distributed, licensed, sold, supported or otherwise provided by the Company in any manner; and

WHEREAS, under the terms of the Asset Purchase Agreement, the Company has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Company, and has agreed to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective premises and the mutual covenants contained herein and the respective representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement, for payment by Assignee to Assignor of the Purchase Price, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably conveys, transfers, and assigns to Buyer all of Company’s right, title, and interest in and to any and all Intellectual Property owned by or obtained on behalf of the Company, used by the Company in connection with operation of the Business, or otherwise relating to any of the Company Products, including, without limitation, the following (collectively, the “**Assigned Intellectual Property**”):

(a) all trademarks, trade names, service marks, service names, trade dress, logos, slogans, and all identifiers of source (whether or not registered), including all goodwill therein, and any and all common law rights, and registrations and applications for registration thereof, all rights therein, trade names, and fictitious business names (D/B/As) including, without limitation, those set forth on Schedule 1 hereto;

(b) all patents, certificates of invention and statutory invention registrations, including reissues, divisions, continuations, continuations in part, continued prosecution applications, requests for continued examination, renewals, extensions and reexaminations;

(c) all copyrights and works of authorship in any media (including computer programs, Software (including Source Code), databases and compilations, files, applications, internet site content, documentation and related items, product packaging, labels, and designs, and advertising and marketing materials whether or not copyrightable), moral and economic rights, mask works, whether or not registered, and registrations and applications for registration for any of the foregoing;

(d) all trade secrets and confidential information, including all Source Code, documentation, databases, data collections, know how, processes, technology, formulae, customer lists, business and marketing plans, inventions (whether or not patentable), improvements, discoveries, feedback, business and technical information and know-how, data collections, rights to use, access, disclose or share databases, data collections or other confidential or proprietary information, and marketing information;

(e) all domain names, e-mail addresses, world wide web (“www”) and hypertext transfer protocol (“http”) addresses, network names, network addresses, social media accounts and all registrations, applications and renewals therefor including, without limitation, those set forth on Schedule 2 hereto;

(f) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Company hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, the Company shall execute and deliver to Buyer such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Buyer and suitable for filing with the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as necessary to record and perfect the assignment of, and to vest in Buyer all right, title, and interest in and to, the Assigned Intellectual Property. As between the Company and Buyer, Buyer shall be responsible,

at Buyer's expense, for filing any assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, upon Buyer's reasonable request, the Company shall take such steps and actions, and provide such cooperation and assistance, to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Buyer, or any of Buyer's successors or assigns.

3. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the Laws of the Delaware without regard to principles of conflicts of Law.

5. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

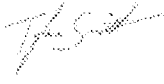
6. No Modification of Asset Purchase Agreement. This Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to in all respects, the Asset Purchase Agreement (the representations, warranties, covenants, agreements and indemnities of which are hereby incorporated by reference), and nothing contained in this Agreement shall be deemed to modify any of the provisions of the Asset Purchase Agreement, nor shall anything in this Agreement be deemed to modify, expand or enlarge any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control and prevail.

**[Signature Page(s) Follow]**

**IN WITNESS WHEREOF**, the Parties have executed this Intellectual Property Assignment Agreement as of the day and year first above written.

**BUYER:**

**YOUNG GUNS LLC**

By:  \_\_\_\_\_

Name: Tyler Smith

Title: Vice President, Finance

**COMPANY:**

**YOUNG GUNS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the day and year first above written.

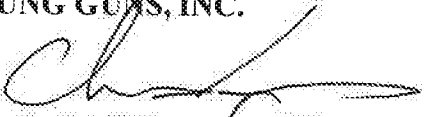
**BUYER:**

**YOUNG GUNS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

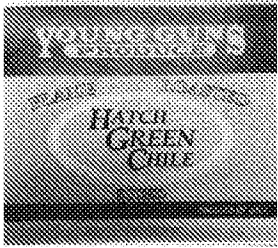
**COMPANY:**

**YOUNG GUNS, INC.**

By:   
Name: Chris Franco  
Title: PRESIDENT

**SCHEDULE 1**

1. Registered Trademarks:

<b>Mark</b>	<b>App. No. / Filing Date</b>	<b>Reg. No. / Reg. Date</b>	<b>Status; Next Action</b>
HATCH CHILE FACTORY	86/574,834 03/24/2015		Suspended pending disposition of prior pending applications
HOLIDAY BLEND	86/226,066 03/19/2014	5,355,360 12/12/2017	Registered
YOUNG GUNS PRODUCE HATCH GREEN CHILE FLAME ROASTED DICE (& design)  	86/225,060 03/18/2014		Suspended pending disposition of prior pending applications

2. Unregistered Trademarks:

YOUNG GUNS

**YOUNG GUNS**  
**HATCH VALLEY CHILE**





3. Young Guns product packaging, representative images of which are shown below.



4. Trade Names:

Young Guns, Inc.

Young Guns Produce

Young Guns Produce, Inc.

Hatch Chile Factory

Hatch Chile Factory, LLC

## SCHEDULE 2

Domain	Expiration Date
Addgreenchile.com	12/11/2021
Authentichatchchile.com	03/25/2024
Besthatchchile.com	03/25/2024
Hatchchilefactory.com	11/18/2021
Hatchvalleychile.com	10/07/2025
Yghatchchile.com	03/25/2024
Younggunshatchchilefactory.com	08/03/2022
Younggunsproduce.com	04/30/2022
Younggunsproduce.com	10/10/2021
Worldfamoushatchchile.com	03/25/2024