

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683103

<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>
Flagship Young Guns, LLC		07/19/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Young Guns, Inc.		
<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>	Corporation: NEW MEXICO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5355360	HOLIDAY BLEND	
<b>Serial Number:</b>	86574834	HATCH CHILE FACTORY	
<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>ATTORNEY DOCKET NUMBER:</b>	38726-61		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		
<b>SIGNATURE:</b>	/kristenmwash/		
<b>DATE SIGNED:</b>	10/22/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "**Assignment**"), is made as of July 19, 2019, by Flagship Young Guns, LLC, a Delaware limited liability company (the "**Assignor**"), in favor of Young Guns, Inc., a New Mexico corporation (the "**Assignee**").

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A hereto (the "**Assigned Trademarks**"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee, as the successor to ongoing and existing business to which the Assigned Trademarks pertain, wishes to accept the assignment of all right, title and interest of Assignor in and to the Assigned Trademarks

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, including any and all associated: (i) rights to renew any registrations included in the Assigned Trademarks and to apply for trademark registrations based in whole or in part upon the Assigned Trademarks (including the right to claim priority therefrom); (ii) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (iii) rights to assign the rights conveyed herein; all of the foregoing (in (i) to (iii)) to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).

4. **Counterparts.** This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

5. **Further Assurances.** From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or

cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

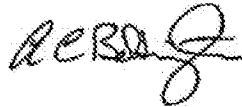
6. **Amendments; Severability**. This Assignment shall not be amended, modified or supplemented except by a written instrument signed by the Assignor and the Assignee. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

*Remainder of page intentionally left blank.*

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed as of the date first written above.

**ASSIGNOR:**

**FLAGSHIP YOUNG GUNS LLC**



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

Name: Andrew Bebbington

Title: Chief Executive Officer

Schedule A  
Assigned Trademarks

**United States Trademark Registrations:**

<u>Mark</u>	<u>Registration Number</u>
HOLIDAY BLEND	5,355,360

**United States Trademark Applications:**

<u>Mark</u>	<u>Application Number</u>
HATCH CHILE FACTORY	86/574834
YOUNG GUNS PRODUCE HATCH GREEN CHILE FLAME ROASTED DICED Logo	86/225060
YOUNG GUNS Logo	88/493360