

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suerte Y Salud LLC		01/04/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Elva Araceli Alonso		
Street Address:	Haya Num. Ext. 615		
Internal Address:	Privadas de Anahuc Sector Espanol		
City:	Escobedo, N.L.		
State/Country:	MEXICO		
Postal Code:	66059		
Entity Type:	INDIVIDUAL: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5479118	ALIPOTEC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2108292002		
Email:	trademarks@hanor.com		
Correspondent Name:	Hanor Law Firm		
Address Line 1:	750 Rittiman Rd.		
Address Line 4:	San Antonio, TEXAS 78209		
DOMESTIC REPRESENTATIVE			
Name:	Brent D. Sausser		
Address Line 1:	1022 Travers Dr.		
Address Line 4:	Charleston, SOUTH CAROLINA 29412		
NAME OF SUBMITTER:	Jeannine Vasquez		
SIGNATURE:	/Jeannine Vasquez/		
DATE SIGNED:	01/22/2022		
Total Attachments: 3			

OP \$40.00 5479118

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (hereinafter the "Assignment"), made and entered into by and between Borderland Traders LLC, Suerte y Salud LLC, and Jose de Jesus Garcia, in his individual capacity and through any formal business entity he controls and/or has an ownership interest in, ("Borderland Parties") and Elva Araceli Alonso ("Alonso"), is dated and effective as of the date fully executed by the Borderland Parties ("Assignment Date"). Borderland Parties and Alonso may collectively be referred to herein as the "Parties" and each individually a "Party".

WHEREAS, Borderland Parties, individually or jointly, offer dietary supplement products and beauty gels under trademarks, including, word marks, composite marks, and logos, for ALIPOTEC and copyrights in the logos for its ALIPOTEC products (collectively "ALIPOTEC Marks"), as seen in the product labels in SCHEDULE 1 and in the federal trademark registration and application listed below;

WHEREAS, Suerte y Salud LLC is the owner of U.S. Trademark Registration Number 5,479,118 for the mark ALIPOTEC in Class 005 for food supplements; dietary food supplements; and health food supplements ("118 Registration"), which is currently subject to a cancellation proceeding filed by Elva Araceli Alonso in Cancellation Proceeding Number 92070232 ("Cancellation");

WHEREAS, Borderland Traders LLC is the owner of U.S. Trademark Application Serial Number 87/718,989 for the mark ALIPOTEC filed in Class 003 for beauty gels ("989 Application"), which is currently being opposed by Innovacion Natural LLC in Opposition Proceeding Number 91243959 ("Opposition");

WHEREAS, Alonso desires to acquire all rights, title, and interest in the ALIPOTEC Marks, the '118 Registration, and the '989 Application; and

WHEREAS, this Assignment is being executed contemporaneously with a Settlement Agreement and Mutual Release Agreement;

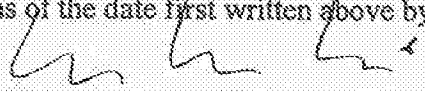
NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for all other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Representation and Warranty.** The Borderland Parties represents and warrants that is the owner of the ALIPOTEC Marks, the '118 Registration and the '989 Application, and the '118 Registration and the '989 Application are free and clear of any mortgage, pledge, lien, charge, or security interest with the exception of the Cancellation, Opposition, and the claims made in the litigation styled *Pastor Villareal v. Borderland Traders, LLC et al.*, Civil Action No. 2:19-cv-08381, pending in the Central District of California, Western Division.
2. **Assignment.** The Borderland Parties hereby irrevocably conveys, transfers, and assigns to Alonso, and Alonso hereby accepts, all of Borderland Parties' right, title, interest, good will associated with the marks, any causes of actions and past damages against third-


parties, to the ALIPOTEC Marks, the '118 Registration, and the '989 Application owned by the Borderland Parties. The Borderland Parties represent the rights conveyed under this section are free and clear of any mortgage, pledge, lien, charge, or security interest with the exception of the claims made in the Cancellation, Opposition, and the litigation styled *Pastor Villareal v. Borderland Traders, LLC et al.*, Civil Action No. 2:19-cv-08381, pending in the Central District of California, Western Division.

3. **Further Assurances.** The Borderland Parties further covenant and agree that the Borderland Parties will cooperate with Alonso, its successors, legal representatives, and assigns, to sign all reasonable lawful papers and execute any documents necessary to complete the transfer of the ALIPOTEC Marks, the '118 Registration, and the '989 Application.
4. **Entire Agreement.** The Borderland Parties and Alonso acknowledge and agree that this Assignment is being delivered pursuant to, and is subject to, all of the terms, conditions, and limitations set forth in the Agreement. Nothing in this Assignment shall be deemed to supersede, supplement, or modify any of the provisions of the Agreement. If any conflict arises between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern and control. No amendment, supplement, or other modification to any provision of this Assignment shall be binding unless in writing and signed by both Parties.
5. **Governing Law.** The rights and obligations of the Parties under this Assignment shall be governed by and construed in accordance with laws of the State of Texas, without reference to conflicts of law principles.
6. **Counterparts.** This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one (1) of such counterparts.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.




Borderland Traders LLC
Jose de Jesus Garcia, Owner



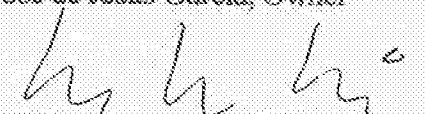
Date




Suerte y Salud LLC
Jose de Jesus Garcia, Owner



Date



Jose de Jesus Garcia



Date

SCHEDULE 1

