

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yucaipa Trading Co, Inc.		07/11/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cardenas Markets, LLC		
Street Address:	2501 E. Guasti Rd		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4982043	RIO RANCH MARKET	
Registration Number:	4963662	RIO RANCH MARKET	
Registration Number:	4963665	RIO RANCH MARKET	
Registration Number:	4963668	RIO RANCH MARKET	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	44050-3		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	07/19/2022		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is entered into and effective as of July 11, 2022 (the “Effective Date”) by and among Yucaipa Trading Co, Inc., a California corporation (“Assignor”), and Cardenas Markets, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used and not otherwise defined herein have the meanings set forth in that certain Asset Purchase Agreement, dated as of June 7, 2022, by and among Assignor, Glen Avon Food, Inc, a California corporation (“Glen Avon”) and Nobel Farm Market, Inc., a California corporation (“Nobel Farm”) (each of Yucaipa, Glen Avon and Nobel Farm a “Seller” and collectively, “Sellers”) (the “Purchase Agreement”).

WHEREAS, Assignor owns certain Intellectual Property Rights;

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all of Assignor’s worldwide right, title and interest in and to the Intellectual Property Rights set forth on Schedule A, including all goodwill associated with or symbolized thereby, and the goodwill of any business carried on in connection therewith, together with all rights of priority and renewals thereof and the right to sue and collect damages for past, present and future infringement thereof (collectively, the “Assigned IP”); and

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

1. Assignment by Assignor. Assignor, hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby purchases, acquires, takes possession and delivery of and accepts, the following: (a) all of Assignor’s worldwide right, title and interest in and to the Assigned IP; and (b) any corresponding rights to file federal, state and foreign applications for registration to secure Assignee’s rights in any of the Assigned IP.

2. Assignee’s Use and Enjoyment. All right, title and interest sold, conveyed, transferred, assigned, or delivered under Section 1 of this Assignment shall be for Assignee’s own use and enjoyment, respectively, and for the use and enjoyment of each of Assignee’s Affiliates, successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Further Assurances; Authorization; Delivery. Assignor shall promptly deliver the Assigned IP to Assignee. Assignor shall from time to time after the delivery of this Assignment, at the request and expense of Assignee, and without further consideration, (i) take all further legal actions, (ii) provide to Assignee and Assignee’s Affiliates, successors, assigns or other legal representatives all such cooperation and assistance that Assignee reasonably may deem appropriate, and (iii) execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, in each case of clauses (i) through (iii) as reasonably necessary to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery of the Assigned IP, including assisting with the prosecution, protection and enforcement thereof. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, the Register of Copyrights, and other empowered officials of the United States Patent and Trademark Office, United States Copyright Office, and the officials of corresponding entities or agencies in any applicable foreign country to record Assignee as the owner of all trademark registrations or applications included in the Assigned IP.

4. Power of Attorney. Assignor hereby appoints Assignee and its successors and assigns as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Assigned IP and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing, such power a right coupled with an interest that cannot be revoked.

5. Miscellaneous. This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes. Any claims and causes of action arising with respect to this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

YUCAIPA TRADING CO., INC.

By  _____

Name: Rudy Artilles

Title: Chief Executive Officer

ASSIGNEE

CARDENAS MARKETS, LLC

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

YUCAIPA TRADING CO, INC.

By _____
Name:
Title:

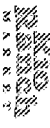

ASSIGNEE

CARDENAS MARKETS, LLC

By _____
Name: *DAVID SANCHEZ*
Title: *CEO*

Schedule A
Assigned IP

Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Class	Status	Current Owner of Record
	US Federal	86754282 11-SEP-2015	4982043 21-JUN-2016	21-JUN-2026	35	Registered	YUCAIPA TRADING CO., INC.
RIO RANCH MARKET	US Federal	86754301 11-SEP-2015	4963662 24-MAY-2016	24-MAY-2026	43	Registered	YUCAIPA TRADING CO., INC.
	US Federal	86754343 11-SEP-2015	4963665 24-MAY-2016	24-MAY-2026	35	Registered	YUCAIPA TRADING CO., INC.
RIO RANCH MARKET	US Federal	86754360 11-SEP-2015	4963668 24-MAY-2016	24-MAY-2026	43	Registered	YUCAIPA TRADING CO., INC.

Domain Names

Domain name	Expiration Date
rioranchmarket.com	11/18/2022