

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELVA ARACELI ALONSO		09/12/2022	INDIVIDUAL: MEXICO
RECEIVING PARTY DATA			
Name:	Pastor-Villareal Inc.		
Street Address:	5744 Whitewood Ave.		
City:	Lakewood		
State/Country:	CALIFORNIA		
Postal Code:	90712		
Entity Type:	Corporation: CALIFORNIA		
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:	9179333895		
Email:	alichy@mclaughlinstern.com		
Correspondent Name:	Abraham Lichy		
Address Line 1:	260 Madison Avenue		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Danit Halberstein		
SIGNATURE:	/Danit Halberstein/		
DATE SIGNED:	09/15/2022		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of September 12, 2022, is made by and between, ELVA ARACELI ALONSO, a Mexican Citizen, with a principal address at Haya Num. Ext. 615, Privadas de Anahuc Sector Espanol, Escobedo Mexico 66059 ("**Assignor**"), in favor of PASTOR-VILLAREAL INC., a California Corporation, with a principal address at 5744 Whitewood Ave., Lakewood, California 90712 (the "**Assignee**").

WHEREAS, Assignor hereby conveys, transfers, and assigns to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

I. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor' right, title, and interest in and to the following:

- a. the trademarks set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
- b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. 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
- d. 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. Fee. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$1,000 USD.

3. Recordation and Further Actions. Assignor hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademark to Assignee, or any assignee or successor thereto

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignor have duly executed and delivered this Trademark Assignment as of the date first written above.

ELVA ARACELI ALONSO

By: _____
Name: ELVA ARACELI ALONSO

AGREED TO AND ACCEPTED:

PASTOR-VILLAREAL INC.

By: _____
Name: JOSE PASTOR
Title: COO

SCHEDULE 1
ASSIGNED TRADEMARKS

Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
ALIPOTEC	Federal	5479118	May 29, 2018



TRADEMARK ASSIGNMENT AGREEMENT	ACUERDO DE CESIÓN DE MARCA
<p>This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as September 12th, 2022, is made by and between, ELVA ARACELI ALONSO GONZÁLEZ, a Mexican Citizen, with a principal address at Haya number 615, Privadas de Anahuac Sector Español, Escobedo, Nuevo León, Mexico 66059 ("Assignor"), in favor of PASTOR-VILLAREAL INC., a California Corporation, with a principal address at 4124 Virginia St., Lynwood, California 90262 (the "Assignee").</p>	<p>El presente CONTRATO DE CESIÓN DE MARCA ("Cesión de Marca"), con fecha 12 de septiembre de 2022, se celebra entre ELVA ARACELI ALONSO GONZÁLEZ, Ciudadana Mexicana, con domicilio principal en Haya número 615, Privadas de Anáhuac Sector Español, Escobedo, Nuevo León, México 66059 ("Cedente"), a favor de PASTOR-VILLAREAL INC., una Corporación de California, con domicilio principal en 4124 Virginia St., Lynwood, California 90262 (el "Cedente").</p>
<p>WHEREAS, Assignor hereby conveys, transfers, and assigns to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office (USTPO);</p> <p>NOW THEREFORE, the parties agree as follows:</p>	<p>POR CUANTO, el Cedente por la presente transmite, transfiere y cede al Cesionario cierta propiedad intelectual del Cedente, y ha acordado ejecutar y entregar esta Cesión de marca registrada, para su registro en la Oficina de Patentes y Marcas Registradas de los Estados Unidos (USTPO);</p> <p>AHORA, POR LO TANTO, las Partes acuerdan lo siguiente:</p>
<p>1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor' right, title, and interest in and to the following:</p> <p>a. the trademarks set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected</p>	<p>1. <u>Asignación</u>. A cambio de una buena y valiosa contraprestación, cuyo recibo y suficiencia se reconocen por el presente, el Cedente transmite, transfiere y cede irrevocablemente al Cesionario y el Cesionario por el presente acepta, todos los derechos, títulos e intereses del Cedente en y a lo siguiente:</p> <p>a. las marcas comerciales establecidas en el Anexo 1 del presente y todas las emisiones, ampliaciones y renovaciones de las mismas (la "Marca Comercial Asignada"), junto con el fondo de comercio del negocio</p>

<p>with the use of, and symbolized by, the Assigned Trademark;</p> <p>b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;</p> <p>c. 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</p> <p>d. 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.</p>	<p>relacionado con el uso de la Marca Comercial Asignada y simbolizado por ella;</p> <p>b. todos los derechos de cualquier tipo del Cedente derivados de cualquiera de los anteriores previstos por la ley aplicable de cualquier jurisdicción, por tratados y convenciones internacionales, y de otro modo en todo el mundo;</p> <p>c. todas y cada una de las regalías, tarifas, ingresos, pagos y otros ingresos vencidos o pagaderos ahora o en el futuro con respecto a todos y cada uno de los anteriores; y</p> <p>d. todos y cada uno de los reclamos y causas de acción con respecto a cualquiera de los anteriores, ya sea que se acumulen antes, en o después de la fecha del presente, incluidos todos los derechos y reclamos por daños, restitución y medidas cautelares y otras medidas legales y equitativas por pasado, presente y futura infracción, dilución, apropiación indebida, violación, uso indebido, incumplimiento o incumplimiento, con el derecho, pero sin la obligación, de demandar por dicha reparación legal y equitativa y de cobrar o recuperar dichos daños.</p>
<p>2. <u>Fee.</u> Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$1,000 USD.</p>	<p>2. <u>Pago.</u> Dentro de los 15 días posteriores a la ejecución de este Acuerdo, el Cesionario pagará al Cedente la suma de \$ 1,000 USD.</p>
<p>3. <u>Recordation and Further Actions.</u> Assignor hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof,</p>	<p>3. <u>Registro y Acciones Posteriores.</u> El cedente por la presente autoriza al Comisionado de Marcas Registradas en la Oficina de Patentes y Marcas Registradas de los Estados Unidos a registrar y registrar esta Cesión de Marca Registrada a solicitud del</p>

<p>Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademark to Assignee, or any assignee or successor thereto</p>	<p>Cesionario. A partir de la fecha del presente, el Cedente tomará dichas medidas y acciones, y brindará dicha cooperación y asistencia al Cesionario y sus sucesores, cesionarios y representantes legales, incluida la ejecución y entrega de cualquier declaración jurada, declaración, juramento, anexo, cesión, poderes de abogado u otros documentos, según sea necesario para efectuar, evidenciar o perfeccionar la cesión de la Marca Registrada Cedida al Cesionario, o cualquier cesionario o sucesor del mismo.</p>
<p>4. <u>Counterparts.</u> This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.</p>	<p>4. <u>Contrapartes.</u> Esta Cesión de Marca Registrada puede ejecutarse en partes, cada una de las cuales se considerará un original, pero todas juntas se considerarán un solo y mismo acuerdo. Se considerará que una copia firmada de esta Cesión de marca registrada enviada por fax, correo electrónico u otro medio de transmisión electrónica tiene el mismo efecto legal que la entrega de una copia original firmada de esta Cesión de marca registrada.</p>
<p>5. <u>Successors and Assigns.</u> This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.</p>	<p>5. <u>Sucesores y cesionarios.</u> Esta cesión de marca será vinculante y redundará en beneficio de las partes del presente y de sus respectivos sucesores y cesionarios.</p>
<p>6. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United</p>	<p>6. <u>Ley aplicable.</u> Esta Cesión de marca registrada y cualquier reclamo, controversia, disputa o causa de acción (ya sea por contrato, agravio o de otro modo) basada en, que surja de, o relacionada con esta Cesión de marca registrada y las transacciones contempladas en el presente se regirán e interpretarán de acuerdo con las</p>

<p>States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).</p>	<p>leyes de los Estados Unidos y el Estado de California sin dar efecto a ninguna disposición o regla de elección o conflicto de leyes (ya sea del Estado de California o de cualquier otra jurisdicción).</p>
<p>IN WITNESS WHEREOF, Assignor have duly executed and delivered this Trademark Assignment as of the date first written above.</p>	<p>EN FE DE LO CUAL, el Cedente ha ejecutado y entregado debidamente esta Cesión de marca comercial a partir de la fecha escrita anteriormente.</p>
<p>AGREED TO AND ACCEPTED / LO ACEPTAN Y ACUERDAN:</p>	<p>ELVA ARACELI ALONSO GONZÁLEZ</p> <p>By: _____ Name: ELVA ARACELI ALONSO GONZÁLEZ</p> <p>PASTOR-VILLAREAL INC.</p> <p>By: _____ Name: ALVARO PASTOR Title: Owner</p>

SCHEDULE 1
ASSIGNED TRADEMARKS

Mark / Marca	Jurisdiction/ Jurisdicción	Registration Number/ Número de registro	Registration Date / Fecha de Registro
ALIPOTEC	Federal	5479118	May 29, 2018