

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/01/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carlos Ramirez		11/14/2022	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Bonito Moments LLC		
Street Address:	406 Bryant Circle		
City:	Ojai		
State/Country:	CALIFORNIA		
Postal Code:	93023		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5485335	BONITO COFFEE ROASTER	
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:	3126025000		
Email:	steve.trubac@bcplaw.com		
Correspondent Name:	Steve Trubac		
Address Line 1:	161 North Clark		
Address Line 2:	Suite 4300		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	3010118.3		
NAME OF SUBMITTER:	Steve Trubac		
SIGNATURE:	/Steve Trubac/		
DATE SIGNED:	12/05/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is dated and made effective as of September 1, 2022, between Carlos Ramirez, an individual residing at 409 Canada Street, Ojai, California 93023 (“Assignor”) and Bonito Moments LLC, a limited liability company organized and existing under the laws of the State of Delaware, with a place of business at 406 Bryant Circle, Ojai, California 93023 (“Assignee”).

WHEREAS, Assignor adopted, used and owns the BONITO COFFEE ROASTER® trademark, including the mark and registration listed on Exhibit A, attached hereto, and the good will of the business associated with the foregoing (collectively, the “Marks”); and

WHEREAS, Assignor and Assignee are a parties to an Asset Contribution Agreement (“Asset Contribution Agreement”) by and among Assignor, Assignee, and Bonito Coffee Roaster LLC, a California limited liability company (“Bonito Coffee Roaster”), and are also parties to a General Assignment and Assumption Agreement (“General Assignment and Assumption Agreement”) by and among Assignor, Assignee, and Bonito Coffee Roaster, in which Bonito Coffee Roaster and Assignor agreed to contribute, sell, assign, transfer and convey to Assignee and contributed, sold, assigned, transferred, and conveyed to Assignee, its successors and assignors, all right, title, and interest in, to, and under the Intellectual Property (as defined in the Asset Contribution Agreement), including the Marks;

WHEREAS, under Sections 1.1, 1.3, and 4.2(b) of the Asset Contribution Agreement, and Section 2 of the General Assignment and Assumption Agreement, Assignor agreed and is obligated to, among other things, assign to Assignee and its successors and assigns, all right, title, and interest, and all goodwill associated therewith, in, to, and under the Marks, and to take such further actions as are reasonably necessary to effectuate such assignment to Assignee and its successors and assigns;

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Marks;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals, terms and conditions herein and in the Asset Contribution Agreement and the General Assignment and Assumption Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor hereby contributes, sells, assigns, transfers and conveys to Assignee, its successors and assigns, free and clear of any Encumbrance except for Permitted Encumbrances (as defined in the Asset Contribution Agreement) all right, title, and interest in, to and under the Marks, including the registration listed on Exhibit A, all common law rights therein, any and all trademark and/or service mark rights related thereto; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

2. **Further Assurances**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government

agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

3. **Authorizations.** Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices) to record this Agreement and transfer the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

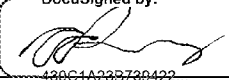
4. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California.

5. **Entire Agreement; Amendments.** This Assignment is subject to all the terms and conditions of the Asset Contribution Agreement and the General Assignment and Assumption Agreement. The parties hereto intend that this Assignment shall not modify and shall be subject to the applicable terms and conditions of the Asset Contribution Agreement and the General Assignment and Assumption Agreement. This Assignment may not be amended or modified except by a written instrument executed by the parties.

6. **Counterparts.** This Agreement may be executed in original, facsimile or electronic counterparts, each of which will be deemed an original, and which when taken together will constitute one and the same instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by email or facsimile machine is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed on behalf of the parties as of the below date(s).

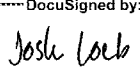
ASSIGNOR: CARLOS RAMIREZ

By: 

Carlos Ramirez

Date: 11/14/2022

ASSIGNEE: BONITO MOMENTS LLC, a Delaware Limited Liability Company

By: 

26E6C221ACBE214...

Title: CEO

Date: 11/15/2022

Exhibit A

Trademark	Country	Reg. No.	Intl'l Class(es)
BONITO COFFEE ROASTER®	USA	5,485,335 (06-05-2018)	30