OP \$40.00 1784854

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM813072

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Petra Itmus S.A.		03/16/2023	Sociedade Por Ações (S.A.): PANAMA

RECEIVING PARTY DATA

Name:	Alfareria El Turbio S.A.	
Street Address:	Carera 1 Zona Industrial No. 2	
Internal Address:	Apartado 315	
City:	Barquisimeto	
State/Country:	VENEZUELA	
Entity Type:	Sociedade Por Ações (S.A.): VENEZUELA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1784854	ALTUSA

CORRESPONDENCE DATA

Fax Number: 3054166887

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.

Phone: 3054166880

Email: MiaTM@gray-robinson.com

Correspondent Name: Jorge Espinosa
Address Line 1: 333 S.E. 2nd Avenue

Address Line 2: Suite 3200

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER: Jorge Espinosa	
SIGNATURE:	/Jorge Espinosa/
DATE SIGNED:	05/25/2023

Total Attachments: 2

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TRADEMARK 900775355 REEL: 008126 FRAME: 0668

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATIONS ("Assignment") is made pursuant to 15 U.S.C. § 1060, and entered into as of the effective date of _______, 2023 (the "Effective Date"), by PETRA ITMUS, S.A., a Panamanian corporation with offices at San Francisco Calle 64 Y Calle Las Caracuchas, Edificio Rio Trade Plaza, Piso 1, Oficina, No. 1-A Ciudad Panama, Panama 0834-0002 ("Assignor") and ALFARERIA EL TURBIO, S.A. (ALTUSA), C.A., a Venezuelan corporation with office at Carera 1 Zona Industrial No. 2 Apartado 315 Barquisimeto ("Assignee").

WITNESSETH:

WHEREAS Assignor is the sole owner of all common law and regulatory rights to the trademark ALTUSA ("Trademark") and the related United States Patent and Trademark Office ("USPTO") registration number 1784854 in the United States of America (the "Territory") which it has been using continuously and conspicuously since at least as early as the indicated date on the registration; and

WHEREAS Assignor desires to assign to Assignee all of its right, title and interest in and to the Marks, including the goodwill of the business to which the Trademark pertains, and Assignee desires to acquire such rights and goodwill in the Territory; and

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. <u>Conveyance</u>. Assignor hereby conveys, transfers and assigns, or, as applicable, memorializes the conveyance, transfer and assignment to Assignee, all of Assignor's right, title and interest in and to: (a) the Trademark, together with the goodwill, if any, of that portion of Assignor's business symbolized by the Trademark; (b) the Registration; and (c) all claims and causes of action Assignor has or may have in connection with the Trademark or Registration. No rights are transferred hereby beyond the Trademark and Registration identified herein and only in the specific countries conveyed.
 - 2. <u>Covenants</u>. Assignor shall:
 - a. not challenge or interfere with Assignee's use and enjoyment of the Trademark in the Territory; and
 - b. not use or register or attempt to use or register a trademark which is confusingly similar to the Trademark in the Territory; and
 - c. provide Assignee all evidence of use in the Territory; and
 - d. execute any and all documents and take any and all other further actions as reasonably requested by Assignee to transfer ownership of the Trademarks including, but not limited to, execution of necessary transfer documents and related powers of attorney.
- 3. <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 to be 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.

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REEL: 008126 FRAME: 0669

- 4. <u>Signatories</u>. The parties understand that the officers signing below are authorized and empowered by their respective companies to execute this Assignment.
- 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.
- 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 Florida, United States of America, without giving effect to any choice or conflict of law provision or rule.

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

FOR ASSIGNOR:	FOR ASSIGNEE:
PETRA ITMUS, S.A.	ALFARERIA EL TURRICES A. (ALTUSA), C.A
By:	By:
Title: President	Title: President
Date: 03/16/2023	Date: 03/110/1065

RECORDED: 05/25/2023