

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faramarzipour USA Inc.		07/28/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Aramco Imports, Inc.		
Street Address:	6431 Bandini Blvd.		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2912256	ROYAL COOK	
Registration Number:	3517880	R	
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:	3108703977		
Email:	sevag@foundationlaw.com		
Correspondent Name:	Sevag Demirjian		
Address Line 1:	4605 Lankershim Blvd., Suite 650		
Address Line 4:	North Hollywood, CALIFORNIA 91602		
NAME OF SUBMITTER:	Sevag Demirjian		
SIGNATURE:	/sevag demirjian/		
DATE SIGNED:	07/31/2023		
Total Attachments: 2			
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OP \$65.00 2912256

EXHIBIT "A"

TRADEMARKS TRANSFER AND ASSIGNMENT AGREEMENT

This Trademarks Transfer and Assignment Agreement is made and entered into as of July 24, 2023, by and between FARAMARZIPOUR USA INC., a California corporation, ("Assignor"), and ARAMCO IMPORTS, INC., a California corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WITNESSETH

A. Assignor, as seller, and Assignee, as buyer, entered into that certain Trademarks Purchase and Sale Agreement dated as of July 24, 2023, for the purchase and sale of the Trademarks (the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Assignor is obligated to assign to Assignee any and all of its right, title and interest to the Trademarks. As used herein "Trademarks" means, individually and collectively (as the context shall require), the following trademarks:

1) ROYAL COOK: word mark registered with the USPTO registration number 2912256. This registration is due for renewal in 2024. As per attached Exhibit "B".

2) R design – USPTO Registration number 3517880 in class 21. This registration is due for renewal in 2028. As per attached Exhibit "C."



together with the goodwill of the business inherent therein and the right to bring suit and recover damages for future infringement thereof.

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NOW, THEREFORE, incorporating the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's right, title and interest in and to, and Assignee hereby accepts such assignment of, the Trademarks.

Assignor hereby covenants that Assignor will, at any time and from time to time, upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees and assigns, any new or confirmatory instruments which Assignee, Assignee's successors, nominees and assigns may reasonably request in order to fully assign and transfer to and vest in Assignee, or Assignee's successor, nominee and assigns, and to protect Assignee's or Assignee's successors', nominees' and assigns' right, title and interest

in and to the Trademarks and all related goodwill, warranties, indemnities and guarantees, and all other tangible property and intangible rights in connection with the Trademarks, or to otherwise realize upon or enjoy such rights in such assigned rights and properties.

Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the assigned matters, accruing and arising on or after the Closing Date of the Purchase Agreement.

This Assignment maybe executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.


This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the internal laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Trademarks Transfer and Assignment Agreement as of the 24th day of July, 2023.

"Assignor"

FARAMARZIPOUR USA INC.,
a California corporation

By:

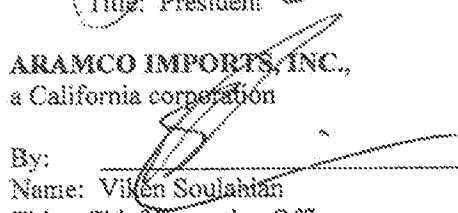

Name: Fred Faramarzi
Title: President

7/28/23

"Assignee"

ARAMCO IMPORTS, INC.,
a California corporation

By:


Name: Viken Soukhian
Title: Chief Executive Officer

7/28/23