

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DairyAmerica, Inc.		11/28/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	California Dairies, Inc.		
Street Address:	2000 N. PLAZA DRIVE		
City:	VISALIA		
State/Country:	CALIFORNIA		
Postal Code:	93291		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2042388	DAIRYAMERICA	
CORRESPONDENCE DATA			
Fax Number:	6265778800		
<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:	626-795-9900		
Email:	pto@lewisroca.com		
Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP		
Address Line 1:	PO BOX 29001		
Address Line 4:	GLENDALE, CALIFORNIA 91209		
NAME OF SUBMITTER:	Matt Samadian		
SIGNATURE:	/Matt Samadian/		
DATE SIGNED:	01/12/2024		
Total Attachments: 14			
source=414511-00001 - Assignment - DairyAmerica, Inc. to California Dairies, Inc. (Fully Executed)#page1.tif			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of November 28, 2023, by and between DairyAmerica, Inc., a California corporation (the "Assignor"), and California Dairies, Inc., a California corporation (the "Assignee").

RECITALS

- A. The Assignor has agreed to contribute, transfer and deliver to the Assignee certain Trademarks as provided herein.
- B. The Assignor desires to assign to the Assignee, and the Assignee desires to acquire, all of the Assignor's right, title and interest in and to certain Trademarks as set forth on Exhibit A hereto, together with the goodwill pertaining thereto (collectively, the "Assigned Intellectual Property").

AGREEMENT

In consideration of the foregoing premises, the covenants and agreements contained in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

1. The Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to the Assignee, and the Assignee hereby accepts, all of the Assignor's right, title and interest in and to the Assigned Intellectual Property, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances, the same to be held by the Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Intellectual Property, along with the right to sue for and collect any damages

for the use and benefit of the Assignee and the Assignee's successors, assigns, designees, nominees and other legal representatives.

2. The Assignor represents and warrants that, at the time of the execution and delivery of this Assignment, to the best of its knowledge, it possesses the unencumbered right and authority to make this Assignment. The Assignor further represents, warrants and covenants that the execution and delivery of this Assignment does not breach any agreement to which the Assignor is a party, and the Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

3. The Assignor agrees, at the request and cost of the Assignee, to promptly sign, execute, make and do all such deeds, documents, acts and things as the Assignee and its duly authorized officers may reasonably require to apply for, obtain, register and vest in the name of the Assignee alone (unless the Assignee otherwise directs) all trademarks included in the Assigned Intellectual Property.

If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any application for, or assignment of, the Assigned Intellectual Property, trademark for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead to execute and file any such application or applications or assignment or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of the trademarks on Exhibit A with the same legal force and effect as if executed by the Assignor.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed by the internal law of the State of California.

6. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR

DAIRYAMERICA, INC.,

a California corporation

By: 

Name: PATTI SMITH

Title: CEO

ASSIGNEE

CALIFORNIA DAIRIES, INC.,

a California corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR

DAIRYAMERICA, INC.,

a California corporation

By: _____

Name: _____

Title: _____

ASSIGNEE

CALIFORNIA DAIRIES, INC.,






a California corporation








By: *Paul Girard*








Name: *PAUL GIRARD*








Title: *Sr VP + CFO*








Exhibit A








Trademark Image	Trademark Name	Status	Application Number	Registration Number	Country	Filing Date	Registration Date	Attorney Docket Number
	DAIRYAMERICA and Design (Flag)	Registered	5990	9554	Afghanistan	24-Nov-2008	24-Nov-2008	080335AF00/ 414484-00008
	DAIRYAMERICA and Design (Flag)	Registered	050717	050717	Algeria	22-Nov-1995	22-Nov-1995	080335DZ00/ 414484-00017
	DAIRYAMERICA and Design (Flag)	Registered	21196	TM19919	Bahrain	31-Jan-1996	15-Jun-1999	080335BH00/ 414484-00060
	DAIRYAMERICA and Design (Flag)	Pending	157117	Pending	Bangladesh	29-Aug-2012	Pending	080335BD00/ 414484-00009
	DAIRYAMERICA and Design (Flag)	Registered	0797962	TMA488913	Canada	21-Nov-1995	30-Jan-1998	080335CA00/ 414484-00012
N/A	DAIRYAMERICA	Registered	795504	815947	Chile	12-Nov-2007	08-May-2008	080334CL00/ 414484-00003








 DairyAmerica	Design (flag)	Registered	835294	842784	Chile	27-Jan-1998	21-Sep-1998	080349CL00/ 414484-00062
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	9555696	275901	Colombia	23-Nov-1995	12-May-2003	080335CO00/ 414484-00014
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	20080562	20080562	Cuba	27-Oct-2008	29-Apr-2011	080335CU00/ 414484-00066
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	126659	126659	Dominican Republic	22-Mar-2002	30-May-2002	080335DO00/ 414484-00015
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	101623	82236	Dominican Republic	28-Dec-1995	15-Feb-1996	080335DO01/ 414484-00016
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	-	8980-IEPI	Ecuador	23-Nov-1995	07-Nov-1997	080335EC00/ 414484-00018
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	-	98573	Egypt	22-Nov-1995	22-Nov-1995	080335EG00/ 414484-00019








 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	2008080586	67BOOK179	El Salvador	03-Nov-2008	22-Nov-2011	080335SV00/ 414484-00049
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	000006411	000006411	European Union (Community)	01-Apr-1996	15-Oct-1997	080335EM00/ 414484-00020
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	-	29030	Ghana	26-Jan-1996	26-Jan-1996	080335GH00/ 414484-00021
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	90543	85284	Guatemala	23-Nov-1995	16-Apr-1997	080335GT00/ 414484-00022
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	22945A	022945	Guyana	12-Nov-2008	16-Aug-2013	080335GY00/ 414484-00023
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	32496-2008	108729	Honduras	25-Sep-2008	24-Mar-2009	080335HN00/ 414484-00025
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	147391995	1997B04215	Hong Kong	20-Nov-1995	11-Apr-1997	080335HK00/ 414484-00024

 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	688237	688170	India	27-Nov-1995	06-Mar-2008	080335IN00/ 414484-00028
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	D96649	IDM000066775	Indonesia	12-Jan-1996	12-Jan-2006	080335ID00/ 414484-00026
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	101985	101985	Israel	21-Nov-1995	21-Nov-1995	080335IL00/ 414484-00027
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	29/1313	28848	Jamaica	23-Nov-1995	23-Nov-1995	080335JM00/ 414484-00029
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	7-121068	4137479	Japan	20-Nov-1995	17-Apr-1998	080335JP00/ 414484-00030
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	10-7501	4343514	Japan	29-Jan-1998	10-Dec-1999	080335JP01/ 414484-00031
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	2008-36053	40-0807365- 0000	Korea, Republic of	22-Jul-2008	26-Nov-2009	080335KR00/ 414484-00032

 DairyAmerica	Design (flag)	Registered	412965	40-0412965-0000	Korea, Republic of	22-May-1997	28-Jul-1998	080349KR00/ 414484-00063
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	98789	81902	Kuwait	28-Oct-2008	28-Oct-2008	080335KW00/ 414484-00033
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Pending	16536	Pending	Libya	21-Dec-2008	Pending	080335LY00/ 414484-00035
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	96003732	96003732	Malaysia	11-Apr-1996	08-Oct-2005	080335MY00/ 414484-00038
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	-	575817	Mexico	23-Nov-1995	30-Mar-1998	080335MX00/ 414484-00037
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	120285	120285	Morocco	19-Nov-2008	03-Mar-2009	080335MA00/ 414484-00036
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	95-03372	R33136CC	Nicaragua	28-Nov-1995	08-Jan-1997	080335NI00/ 414484-00041

 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	FTM20093905	FTM20093905	Nigeria	20-Oct-2009	20-Oct-2009	080335NG00/ 414484-00039
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	FTM200813305	FTM200813305	Nigeria	28-Oct-2008	28-Oct-2008	080335NG01/ 414484-00040
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	-	133232	Pakistan	05-Dec-1995	12-Mar-2007	080335PK00/ 414484-00045
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	81621	81621	Panama	02-Jul-1996	11-Aug-1997	080335FA00/ 414484-00042
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	285261	028680	Peru	22-Nov-1995	28-Aug-1996	080335PE00/ 414484-00043
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	105641	4-1996-106482	Philippines	31-Jan-1996	28-Aug-2000	080335PH00/ 414484-00044
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	31755	533/96	Saudi Arabia	20-Nov-1995	01-Aug-2000	080335SA00/ 414484-00046

 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	5642008	8801	Seychelles	02-Dec-2008	15-Nov-2010	080335SC00/ 414484-00047
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	11181/95	T9511181J	Singapore	23-May-1995	16-Aug-2000	080335SG00/ 414484-00048
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	9515521	1995/15521	South Africa	21-Nov-1995	21-Nov-1995	080335ZA00/ 414484-00058
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	-	1996/00178	South Africa	05-Jan-1996	28-Jan-1999	080335ZA01/ 414484-00059
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	76597	76597	Sri Lanka	22-Nov-1995	22-Nov-1995	080335LK00/ 414484-00034
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	84057955	00762010	Taiwan	22-Nov-1995	16-May-1997	080335TW00/ 414484-00054
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	304258	TM57184	Thailand	13-Mar-1996	18-Apr-1997	080335TH00/ 414484-00050

 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	-	24840	Trinidad and Tobago	06-Dec-1995	06-Dec-1995	080335TT00/ 414484-00053
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	TNE199501508	TNE199501508	Tunisia	22-Nov-1995	22-Nov-1995	080335TN00/ 414484-00051
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	4879395	166609	Turkiye	23-Nov-1995	23-Nov-1995	080335TR00/ 414484-00052
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	121480	107588	United Arab Emirates	29-Oct-2008	14-Sep-2010	080335AE00/ 414484-00007
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	UK00900006411	UK00900006411	United Kingdom	01-Apr-1996	15-Oct-1997	080335GB00/ 414484-00020
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	0113635	113635	United States - California	16-Mar-2009	16-Mar-2009	080335US00/ 414484-00006
 DairyAmerica	DAIRYAMERICA and Design (Flag)	Registered	74/679266	2042388	United States of America	23-May-1995	04-Mar-1997	080335USCA00/ 414484-00006

	DAIRYAMERICA and Design (Flag)	Registered	1995-018681	P198598	Venezuela	23-Nov-1995	06-Aug-1997	080335VE00/ 414484-00055
	DAIRYAMERICA and Design (Flag)	Registered	4200823567	145747	Vietnam	03-Nov-2008	04-May-2010	080335VN00/ 414484-00056
	DAIRYAMERICA and Design (Flag)	Registered	46147	36659	Yemen, Republic of	27-Dec-2008	13-Oct-2009	080335YE00/ 414484-00057