


TRADEMARK ASSIGNMENT

2/17/13

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jonathan Frank Barbieri		02/17/2013	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Salvador Robles Cruz
Street Address:	Independencia 523
City:	San Frsco, Tutla, Oax
State/Country:	MEXICO
Postal Code:	71228
Entity Type:	INDIVIDUAL: MEXICO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3949232	OTRA VEZ ESTA MALDITA FELICIDAD

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: quebarbaro@gmail.com
 Correspondent Name: Jonathan Frank Barbieri
 Address Line 1: Independencia 523
 Address Line 4: San Frsco, Tutla, Oax, MEXICO 71228

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

OP \$40.00 3949232

NAME OF SUBMITTER:	Jonathan Frank Barbieri
Signature:	/jonathan frank barbieri/
Date:	02/17/2013
Total Attachments: 1 source=U.S. Trademark Certificate OTRA VES ESTA MALDITA FELICIDAD#page1.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the Agreement) is made and effective this 17th day of February, 2013,

BETWEEN: Jonathan Frank Barbieri (the 'Assignor'), an individual who's address is: Independencia 523, San Frasco, Tutla Oaxaca, Mexico 71228

AND: Salvador Robles Cruz (the 'Assignee'), an individual who's address is: Independencia 523, San Frasco, Tutla Oaxaca, Mexico 71228

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: Otra Vez Esta Maldita Felicidad; Registration Number 3949232 with the United States Patent and Trademark Office, the "Trademark"; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.


2. CONSIDERATION

In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of 100.00 Mexican Pesos, payable on February 17, 2013.

3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- c. The Trademark is free of any liens, security interests, encumbrances or licenses;
- d. The Trademark does not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- f. This Agreement is valid, binding and enforceable in accordance with its terms; and
- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- h. The Assignee can register and dispose of the copyright in the Work in the Assignee's own name.



4. ATTORNEY'S FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

7. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. AGREEMENT TO PERFORM NECESSARY ACTS

Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York, United States.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR

ASSIGNEE

[Handwritten signature of Jonathan Frank Barbieri]

[Handwritten signature of Salvador Robles Cruz]

Jonathan Frank Barbieri
An Individual

Salvador Robles Cruz
An Individual

Subscribed and sworn before me this 12th
day of March 2013

I am notarizing the signature of
Jonathan Frank Barbieri.
Tamora J. Nobilski



Tamora J. Nobilski
U.S. Consular Agent - Oaxaca