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10-28-16

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

J.M. Cruz, Inc.

- Individual(s)
- Partnership
- Corporation- State: Florida
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) Aug 8, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hermes Hialeah Warehouse, LLC

Street Address: 4713 Villa Mare Lane

City: Naples

State: Florida

Country: USA Zip: 34103

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Florida

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

1620190

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ted Doukas

Internal Address: _____

Street Address: 4713 Villa Mare Lane

City: Naples

State: Florida Zip: 34103

Phone Number: 516-589-0599

Docket Number: _____

Email Address: teddoukas@icloud.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 11/01/2016 KNGUYEN1 00000030 1620190

Authorized User Name: 01 FC:8521 40.00 OP

9. Signature: Ted Doukas
Signature

10/25/16
Date

Ted Doukas, Managing Member of Hermes Hialeah Warehouse, LLC

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made and entered into as of this 8TH day of August, 2016, by and between **J.M. CRUZ, INC.**, with a business address in Hialeah, Florida ("J.M. Cruz") and **HERMES HIALEAH WAREHOUSE, LLC**, a Florida limited liability company, with an address for purposes hereof of 4713 Villa Mare Lane, Naples, Florida 34103 ("Hermes").

- A. WHEREAS, J.M. Cruz is the registered owner of a mark that is registered with the United States Patent and Trademark Office, Registration No. 73783374, dated February 27, 1989 (hereinafter the "Trademark");
- B. WHEREAS, to date, Hermes has paid all legal fees and costs in connection with the lawsuit filed by Inocencio Cruz against FL 530 Hialeah, LLC;
- C. WHEREAS, in order to induce Hermes to continue to pay legal fees for the case and to provide other financial assistance to J.M. Cruz and Inocencio Cruz, J.M. Cruz wishes to assign, and Hermes wishes to acquire all of J.M. Cruz's rights in the Trademark.

In consideration of their mutual covenants and conditions contained herein and the sum of ten dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

J.M. Cruz hereby conveys, transfers, and assigns to Hermes all of the J.M. Cruz's right, title, and interest of whatever kind in the Trademark, together with

- 1) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,
- 2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and
- 3) all rights to sue for past, present and future infringement or misappropriations of the marks.

J.M. Cruz further covenants that it will take all actions that may be necessary for securing, completing, or vesting in Hermes full right, title, and interest in the Trademark and its related property.

IN WITNESS WHEREOF, Assignor, J.M. Cruz, Inc., has executed under seal and delivered this Assignment as of the date first above written.

J.M. CRUZ, INC.

INOCENCIO P CRUZ
By: Inocencio P Cruz [print name]
Position: PRESIDENTE