

01/18/2017

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/12)

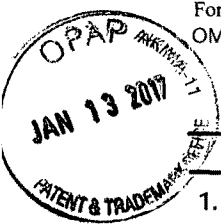


U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103676637

TRADEMARKS ONLY

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):

Hermes Hialeah Warehouse, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 29, 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: Cookies & Crackers Corp

Street Address: 15907 NW 52nd Avenue

City: Miami Gardens

State: Florida

Country: USA Zip: 33014

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

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: _____

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 _____

Authorized User Name _____

9. Signature:

Ted Doukas
Signature

11/29/16
Date

Ted Doukas, Managing Member of Hermes Hialeah Warehouse, LLC

Name of Person Signing

Total number of pages including cover

2

Documents to be recorded (including cover sheet) should be faxed to (571) 272-5540, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 DP

TRADEMARK
REEL: 005969 FRAME: 0231

AGREEMENT FOR ASSIGNMENT OF TRADEMARK AND UCC-1

THIS ASSIGNMENT AGREEMENT is made and entered into as of this 29th day of November, 2016, by and between **HERMES HIALEAH WAREHOUSE, LLC**, a Florida limited liability company, with an address for purposes hereof of 4713 Villa Mare Lane, Naples, Florida 34103 ("Hermes") and **COOKIES & CRACKERS CORP.**, a Florida corporation, with an address for purposes hereof of 15907 N.W. 52nd Avenue, Miami Gardens, Florida 33014 ("C&C").

- A. WHEREAS, Hermes 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, Hermes is also the owner and holder of a certain UCC-1 Financing Statement securing a debt owed by Inocencio Cruz to Hermes with an outstanding balance in excess of \$70,000.00;
- C. WHEREAS, C&C wishes to purchase both the Trademark as well as take an assignment of the UCC-1 Financing Statement and has agreed to pay Hermes the sum of \$70,000.00 for such assignments.

In consideration of their mutual covenants and conditions contained herein and the sum of Seventy Thousand Dollars (\$70,000.00), receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

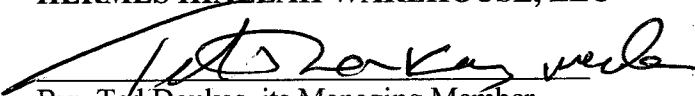
- 1. Hermes hereby conveys, transfers, and assigns to C&C all of Hermes' right, title, and interest of whatever kind in the Trademark, together with
 - 1) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,
 - 2) all income, 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.
- 2. Hermes hereby conveys, transfers, and assigns to C&C all of Hermes' right, title, and interest of whatever kind in its lien on all of the collateral and equipment secured by the UCC-1 Financing Statement filed with the State of Florida and assigned document number 201608615802.

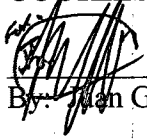
Upon payment of the sum of \$70,000.00, Hermes will execute the documents necessary to assign the Trademark (see Exhibit A) and the UCC-1 Financing Statement (see Exhibit B).

IN WITNESS WHEREOF, Assignor, **HERMES HIALEAH WAREHOUSE, LLC**, and Assignee, **COOKIES & CRACKERS CORP**, have executed this Agreement as of the date first above written.

HERMES HIALEAH WAREHOUSE, LLC

COOKIES & CRACKERS CORP


By: Ted Doukas, its Managing Member


By: Alan Gomez, its President