

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432460

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900408630		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Sean Fagan		05/23/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Oro Imperial, LLC		
Street Address:	1040 N. Batavia Unit E		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92867		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87292613	ORO IMPERIAL	
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:	7758331600		
Email:	Lara@BrandGeek.net		
Correspondent Name:	Lara Pearson		
Address Line 1:	PMB 405, 774 Mays Blvd., No. 10		
Address Line 4:	Incline Village, NEVADA 89451		
NAME OF SUBMITTER:	Lara Pearson		
SIGNATURE:	/Lara Pearson/		
DATE SIGNED:	06/24/2017		
Total Attachments: 2			
source=2017-05-23 Executed ORO IMPERIAL ITU TM Assmt w biz#page1.tif			
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**Assignment of Trademark
and Business Associated Therewith**

This Assignment is made effective as of the 23rd day of May, 2017 ("Effective Date") by and between John Sean Fagan, a California resident with his principal place of business located at 233 Pauline Ave PMB, Calexico, Mexico C4, 92231 ("Assignor") and Oro Imperial, ^{LLC} a Nevada limited liability company, with its principal place of business at 1040 N. Batavia, Unit E, Orange, California, 92867 ("Assignee") (collectively the "Parties").

WHEREAS, Assignor has directly adopted and used in his business, or has a bona fide intention to use in his business which to commence use of the ORO IMPERIAL trademark for alcoholic beverages, except beer;

WHEREAS Assignor is the owner of the pending U.S. trademark registration application Serial No.: 87/292,613 for ORO IMPERIAL for alcoholic beverages, except beer;

WHEREAS, Assignee desires to acquire all rights, title, interest in and to the ORO IMPERIAL Mark and the pending U.S. trademark registration application Serial No.: 87/292,613 for ORO IMPERIAL for alcoholic beverages, except beer and the entire business to which the mark pertains and in connection with which the mark has been used by Assignor;

NOW THEREFORE, in exchange for \$5.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee as of the effective date referenced above, Assignor's entire right, title and interest in and to the ORO IMPERIAL Mark worldwide and the goodwill symbolized thereby, along with any pending trademark registration applications or registrations therefor together with the entire business to which the ORO IMPERIAL Mark pertains.


Miscellaneous

1. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
2. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.

3. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
4. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
5. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
6. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and assigns of the Parties.
7. **Estoppel.** Assignor expressly agrees not to challenge Assignee's use or ownership of the ORO IMPERIAL Mark worldwide.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the above-stated Execution Date:

John Sean Fagan
By: 
John Sean Fagan, Owner

Oro Imperial
By: 
Mark Thene, Manager