

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRADEMARK HOLDINGS CORPORATION		11/16/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	RGC CAPITAL LLC		
Street Address:	15852 SW 61ST ST		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33193		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2217906	VAQUERO	
CORRESPONDENCE DATA			
Fax Number:	3054411616		
<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:	305-441-0616		
Email:	delaila@estefanolaw.com		
Correspondent Name:	Delaila J. Estefano, Esq.		
Address Line 1:	1600 Ponce de Leon Blvd, Suite 804		
Address Line 4:	Coral Gables, FLORIDA 33134		
NAME OF SUBMITTER:	J. RONALD DENMAN		
SIGNATURE:	/J. RONALD DENMAN/		
DATE SIGNED:	11/16/2018		
Total Attachments: 3			
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OP \$40.00 2217906

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 16 day of November, 2018 (the "Effective Date") by and between Trademark Holdings Corporation, a Florida corporation, whose principal address is 2685 NW 105 Ave, Doral, Florida 33172, ("Assignor") and RGC Capital LLC, a Florida limited liability company, whose principal address is 15852 SW 61st Street, Miami, Florida 33193, ("Assignee").

WHEREAS, Assignor owns an undivided right, title and interest in and to the U.S. federal trademark U.S. Registration No. 2217906 VAQUERO (hereinafter – the "Mark");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. ASSIGNMENT

Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark with all rights to sue and recover damages and/or profits for past infringements.

2. WARRANTIES AND OBLIGATIONS

A. Assignor represents and warrants that:

- (i) Assignor owns the undivided right, title and interest in and to the Mark;
- (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
- (iv) there are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

C. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

3. CONSIDERATION

A. Assignor hereby assigns his trademark rights under this Agreement for a reasonable consideration of Ten and 00/100 Dollars (\$10.00).

4. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

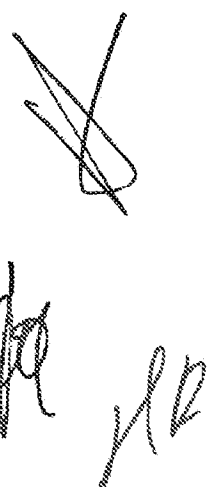
5. MISCELLANEOUS.

A. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

B. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.


C. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

D. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.


Handwritten signatures and initials in the right margin of the page. There are three distinct marks: a large, stylized signature at the top, and two smaller initials or signatures below it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

By:  11/16/18
(Date)
Print Name: J. Ronald ~~Eljuna~~
Title: MANAGER NEWER

ASSIGNEE:

By:  11/16/18
(Date)
Print Name: Diosdado Alvarez
Title: MANAGER

Elisa Valle 11/16/2018

