

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625265

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900583345		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Diego Hentschel Romeo		11/30/2020	INDIVIDUAL: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mara Cristina Teresa Romeo Pinedo		
<b>Street Address:</b>	Aguayo 54, Del Carmen Coyoacan		
<b>City:</b>	Mexico City		
<b>State/Country:</b>	MEXICO		
<b>Postal Code:</b>	04100		
<b>Entity Type:</b>	INDIVIDUAL: MEXICO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88065064	FRIDUCHA	
<b>Serial Number:</b>	88065092	FRIDUCHIS	
<b>Serial Number:</b>	88065077	FRIDUCHIS	
<b>Serial Number:</b>	88065070	FRIDUCHA	
<b>Serial Number:</b>	88065048	FRIDUCHA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	6466657957		
<b>Email:</b>	diegohentschel@gmail.com		
<b>Correspondent Name:</b>	Diego Hentschel Romeo		
<b>Address Line 1:</b>	2012 Pompton Drive		
<b>Address Line 4:</b>	Austin, TEXAS 78757		
<b>NAME OF SUBMITTER:</b>	Diego Hentschel Romeo		
<b>SIGNATURE:</b>	/Diego Hentschel Romeo/		
<b>DATE SIGNED:</b>	02/08/2021		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Donation and Assignment Agreement (the "Agreement") is entered into as of the 30<sup>th</sup> day of November, 2020 (the "Effective Date") by and between Diego Hentschel Romeo, an individual with his main address located at 2012 Pompton Drive, Austin, Texas 78757 (the "Assignor") and Mara Cristina Teresa Romeo Pinedo, an individual with her main address located at Aguayo 54, Col. Del Carmen Coyoacan, Mexico City, CDMX, Mexico 04100 (the "Assignee").

### RECITALS

**WHEREAS**, Assignor has procured rights in and to those certain U.S. and non-U.S. trademarks and service marks and those trademark and service mark registrations and applications for registration filed with the United States Trademark Office and non-U.S. trademark offices listed on Exhibit A, including the goodwill associated therewith (collectively the "Trademark Rights");

**WHEREAS** Assignor desires to donate, and Assignee desires to receive the donation of, all of Assignor's right, title, and interest, in and to the Trademark Rights, subject to the terms and conditions of this Agreement.

### AGREEMENT

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

1. **Assignment.** Assignor hereby irrevocably assigns, conveys, grants, and transfers to Assignee and Assignee hereby acquires and accepts from Assignor, all rights, title, and interest in, to and under the trademark and/or service mark registrations and applications identified on Schedule A attached hereto, including, without limitation, any and all common law rights thereto and the goodwill of the business symbolized thereby (collectively, the "Trademarks"), together with Assignor's rights to police, monitor and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such past, present or future infringement), which may have occurred at any time in the past, up to the date of this Agreement, together with any and all further privileges to establish use, ownership and/or registration of the Trademarks. After the Effective Date, Assignor agrees to make no further use of the Trademarks or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Trademarks.
2. **Authorization.** Assignor hereby authorizes the United States Patent and Trademark Office (and the equivalent authority in other trademark offices) and all other agencies in jurisdictions outside the United States to record this Assignment Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein.
3. **Donation.** Assignor hereby donates, and Assignee receives the donation of, all of Assignor's right, title, and interest, in and to the Trademark Rights. For avoidance of doubt, Assignor will not receive any further consideration of any form for the assignment of the Trademarks.
4. **Execution, Delivery, and Further Assurance.** Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Trademarks and any and all related federal and state trademark registrations and/or registration application rights. Additionally, from and after the date hereof but subject to the terms and

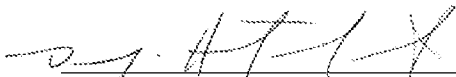
conditions hereof, Assignor and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

5. **Representations and Warranties.** Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Trademark applications, has good and marketable title to and full legal right and authority to sell and transfer the same and that the Trademarks are free of all liens, claims, and encumbrances.
6. **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.
7. **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.
8. **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 waiver.
9. **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.
10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Texas 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.
11. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

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


Assignor

Assignee



Name: Diego Hentschel Romeo

Date: November 30, 2020



Name: Mara Cristina Teresa Romeo Pinedo

Date: November 30, 2020

**SCHEDULE A TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Marks Name</b>	<b>Application Number</b>	<b>Application Filing Date</b>	<b>Current Status (as of the Effective Date)</b>	<b>Description</b>	<b>U.S. Classes</b>
FRIDUCHA	88065064	August 3 <sup>rd</sup> , 2018	Suspended	<p>Precious metals and their alloys; jewelry, costume jewelry, precious stones; horological and chronometric instruments</p> <p>Paper, cardboard and goods made from these materials, namely, paper and cardboard containers; printed matter, namely, paper and cardboard containers; printed matter, namely, agendas, brochures and booklets in the field of art, passport covers, and notepads; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials, namely, moulds for modelling clays; paint brushes; typewriters and office requisites except furniture, namely, rubber bands; printed instructional and teaching material in the field of art; plastic materials in the nature of plastic films for packaging; printers' type; printing blocks</p> <p>Leather and imitations of leather; animal skins, hides; travelling trunks; suitcases; travelling bags made of leather; umbrellas; canes; whips, harnesses, and saddlery made of leather</p>	002, 027, 028, 050  002, 005, 022, 023, 029, 037, 038, 050  001, 002, 003, 022, 041

FRIDUCHIS	88065092	August 3 <sup>rd</sup> , 2018	Suspended	Games and playthings, namely, dolls and clothes for dolls; decorations for Christmas trees	022, 023, 038, 050
FRIDUCHIS	88065077	August 3 <sup>rd</sup> , 2018	Suspended	Non-medicated cosmetics and toiletry preparations; non-medicated dentifrices; perfumery, essential oils; bleaching preparations and other substances for laundry use, namely, laundry detergents; cleaning, polishing, scouring and abrasive preparations  Paper, cardboard and goods made from these materials, namely, paper and cardboard containers; printed matter, namely, agendas, brochures, booklets, passport covers, and notepads; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials, namely, moulds for modelling clays; paint brushes; typewriters and office requisites except furniture, namely, rubber bands; printed instructional and teaching material in the field of art; plastic materials in the nature of plastic films for packaging; printers' type; printing blocks; drawing brushes  Leather and imitations of leather; animal skins, hides; travelling trunks and travelling bags; umbrellas; canes; whips, harness and saddlery  Utensils in the nature of spatulas and containers for household and kitchen use, namely, piggy banks, water bottles sold empty, vacuum flask; combs, kitchen sponges, hair brushes, beverage glassware, porcelain mugs, earthenware mugs  Textiles for household use, namely, cushion covers, bed spreads, bed sheets, bed throws, bed skirts, quilts, blanket throws, bath towels, beach towels, curtains	001, 004, 006, 050, 051, 052  002, 005, 022, 023, 029, 037, 038, 050  001, 002, 003, 022, 041  002, 013, 023, 029, 030, 033, 040, 050  042, 050

				Clothing, namely, tops and bottoms, footwear, headwear  Coffee, tea, cocoa and artificial coffee; rice; tapioca and sago; flour and preparations made from cereals, namely, cereal bars; bread, pastry and confectionery made of sugar; ices and ice cream; sugar, honey, treacle; yeast, baking-powder; salt; mustard; vinegar; sauces used as condiments; spices; ice	022, 039  046
FRIDUCHA	88065070	August 3 <sup>rd</sup> , 2018	Suspended	Games and playthings, namely, dolls and clothes for dolls; decorations for Christmas trees	022, 023, 038, 050
FRIDUCHA	88065048	August 3 <sup>rd</sup> , 2018	Suspended	Perfumes; Non-medicated cosmetics; Non-medicated hair lotions  Utensils in the nature of spatulas and containers for household and kitchen use, namely, piggy banks, water bottles sold empty, vacuum flask; combs, kitchen sponges, hair brushes, beverage glassware, porcelain mugs, earthenware mugs  Textiles for household use, namely, cushion covers, bed spreads, bed sheets, bed throws, bed skirts, quilts, blankets; throws, bath towels, beach towels, curtains  Clothing, namely, tops and bottoms, footwear, headwear  Coffee, tea, cocoa and artificial coffee; rice; tapioca and sago; flour and preparations made from cereals, namely, cereal bars; bread, pastry and confectionery made of sugar; ices and ice cream; sugar, honey, treacle; yeast, baking-powder; salt; mustard; vinegar; sauces used as condiments; spices; ice	001, 004, 006, 050, 051, 052  002, 013, 023, 029, 030, 033, 040, 050  042, 050  022, 039  046