

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charley & Sons, LLC		04/16/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	RMLTINGPOT, LLC		
Street Address:	1244 Mill Creek Lane		
City:	Stockbridge		
State/Country:	GEORGIA		
Postal Code:	30281		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78113341	GORDO'S QUESO LOCO	
Serial Number:	77518773	LA QUERIDA	
Serial Number:	76515004	GORDO'S	
Serial Number:	75713163	GORDO'S	
Serial Number:	75713150	KACHWA	
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:	14049626494		
Email:	stephen.kabakoff@millermartin.com		
Correspondent Name:	Stephen E. Kabakoff		
Address Line 1:	1180 W Peachtree St NW UNIT 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Stephen E. Kabakoff		
SIGNATURE:	/Stephen E. Kabakoff/		
DATE SIGNED:	04/16/2021		
Total Attachments: 4			
source=Trademark Assignment Agreement (C&S LLC to RMLTINGPOT)_signed and dated#page1.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Trademark Assignment**"), dated as of April [16], 2021, is made by CHARLEY & SONS, LLC., a Georgia limited liability company located at 1591 Murphy Avenue SW, Atlanta, Georgia 30310 ("**Assignor**"), in favor of RMLTINGPOT, LLC, a Georgia limited liability company located at 1244 Mill Creek Lane, Stockbridge, Georgia 30281 ("**Assignee**").

WHEREAS, under the terms of the Contribution and Assignment Agreement and the Blanket Bill of Sale, both dated December 30, 2020, by and between Assignor and Assignee (the "**Prior Assignment Agreements**"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor. In accordance with the trademark assignments in the Prior Assignment Agreements, Assignor and Assignee execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

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

1. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "**Assigned Trademark Rights**"):

(a) all trademark registrations and applications set forth in **Schedule 1** hereto together with all of the goodwill associated with and symbolized by the trademarks (the "**Trademarks**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, but not limited to, all rights in and to any other applications or registrations for the Trademarks filed anywhere in the world and all rights to claim priority in any country on the basis of any such applications or registrations;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, without further consideration, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Neither this Trademark Assignment nor any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Assigned Trademark Rights shall restrict, impair, reduce, expand or otherwise modify the terms of the Prior Assignment Agreements. The rules of construction of the Prior Assignment Agreements shall apply to this Trademark Assignment. In the event of any inconsistency between the statements in this Trademark Assignment and the Prior Assignment Agreements, the statements in the body of the Prior Assignment Agreements shall control.

*[Remainder of page intentionally left blank.
Signature page immediately follows.]*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor:

CHARLEY & SONS, LLC

By: Katy E. Crane
Katy E. Crane, President

Assignee:

RMLTING POT, LLC

By: Katy E. Crane
Katy E. Crane, Manager

SCHEDULE 1

ASSIGNED TRADEMARKS

Serial Number	Reg. Number	Word Mark	Live/Dead
78113341	-	Gordo's Queso Loco	Dead
77518773	3630090	La Querida	Live
76515004	2868732	Gordo's	Live
75713163	-	Gordo's	Dead
75713150	2324619	Kachwa	Dead