

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Creative Foodworks, Inc.		04/14/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	El Prado Foodworks LLC		
<b>Doing Business As:</b>	Creative Foodworks		
<b>Street Address:</b>	115 W EL PRADO DRIVE SUITE 1		
<b>City:</b>	SAN ANTONIO		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78212		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3145064	CREATIVE FOODWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2102280781		
<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>	2106602174		
<b>Email:</b>	lramos@kslawllp.com		
<b>Correspondent Name:</b>	Kennedy Sutherland LLP		
<b>Address Line 1:</b>	PO Box 12747		
<b>Address Line 4:</b>	San Antonio, TEXAS 78212		
<b>NAME OF SUBMITTER:</b>	Leroy Ramos		
<b>SIGNATURE:</b>	/Leroy Ramos/		
<b>DATE SIGNED:</b>	04/23/2021		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment")**, dated as of April 14, 2021, is made by Creative Foodworks, Inc. ("**Seller**"), a Texas corporation, in favor of El Prado Foodworks LLC ("**Buyer**"), a Texas limited liability company, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller, dated as of April 12, 2021 (the "**Asset Purchase Agreement**").

Under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all of Seller's intellectual property, including the intellectual property described in the Asset Purchase Agreement and the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) 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, dilution, 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. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents, and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, at Buyer's sole cost and expense, Seller, for so long as Seller exists or maintains its corporate existence, shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

5. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6. **Counterparts.** This IP 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 IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. **Successors and Assigns.** The rights and obligations of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Nothing expressed or implied shall be construed to give any other person any legal or equitable rights hereunder. The rights and obligations of this Agreement may not be assigned by either Party without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed.

8. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. **Amendment and Modification; Waiver.** This Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by both Parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege.

10. **Governing Law; Venue.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Texas, without giving effect to its conflicts of law rules. Each of the Parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within Bexar County, State of Texas, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Texas for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

11. **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLER**

**CREATIVE FOODWORKS, INC.**

By: \_\_\_\_\_

Name: Dorothea Garcia

Title: President

Address for Notices:

Creative Foodworks, Inc.

ATTN: Dee Dee Garcia

12131 Parrigin Rd

Helotes, TX 78023

**Email:** r.d.garcia@sbcglobal.net

AGREED TO AND ACCEPTED:

**BUYER**

**EL PRADO FOODWORKS LLC**

DocuSigned by:  
By: H. Meade Flavin, Jr  
8C0A0B41C1684E7...

Name: H. Meade Flavin, Jr.

Title: Manager, Authorized Representative

DocuSigned by:  
By: George E. Karutz, Jr.  
93F38E8185F04D1...

Name: George E. Karutz, Jr.

Title: Manager, Authorized Representative

Address for Notices:

El Prado Foodworks LLC

ATTN: Meade Flavin or George E. Karutz, Jr.

115 W El Prado Drive, Suite 1

San Antonio, TX 78212


Email: meade@pasaderacapital.com;

george@pasaderacapital.com

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLER**

**CREATIVE FOODWORKS, INC.**

By:   
Name: Dorothea Garcia  
Title: President

Address for Notices:

Creative Foodworks, Inc.  
ATTN: Dee Dee Garcia  
12131 Parrigin Rd  
Helotes, TX 78023  
Email: r.d.garcia@sbcglobal.net

AGREED TO AND ACCEPTED:

**BUYER**

**EL PRADO FOODWORKS LLC**

By: \_\_\_\_\_  
Name: H. Meade Flavin, Jr.  
Title: Manager, Authorized Representative

By: \_\_\_\_\_  
Name: George E. Karutz, Jr.  
Title: Manager, Authorized Representative

Address for Notices:

El Prado Foodworks LLC  
ATTN: Meade Flavin or George E. Karutz, Jr.  
115 W El Prado Drive, Suite 1  
San Antonio, TX 78212  
Email: meade@pasaderacapital.com;  
george@pasaderacapital.com

**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**None**



**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
CREATIVE FOODWORKS	USA	3145064	September 16, 2005

**Trademark Applications:** None

**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations: None**

**Copyright Applications: None**

Intellectual Property Assignment Agreement

El Prado Foodworks LLC  
Creative Foodworks, Inc.

**RECORDED: 04/23/2021**

**TRADEMARK**  
**REEL: 007269 FRAME: 0415**