# OP \$40.00 4182868

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM729884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
James P. Miller		04/29/2022	INDIVIDUAL:

### **RECEIVING PARTY DATA**

Name:	Jonathan Risco	
Street Address:	511 Puddingstone Dr.	
City:	San Dimas	
State/Country:	CALIFORNIA	
Postal Code:	91773	
Entity Type:	INDIVIDUAL: UNITED STATES	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4182868	APPELLATION

# CORRESPONDENCE DATA

**Fax Number:** 9498520004

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.

Phone: 9498520000
Email: tess@kppb.com
Correspondent Name: KPPB LLP

Address Line 1: 2190 S. Towne Centre Place, STE 300

Address Line 4: Anaheim, CALIFORNIA 92806

NAME OF SUBMITTER:	Christina Ducksworth
SIGNATURE:	/Christina Ducksworth/
DATE SIGNED:	05/24/2022

### **Total Attachments: 3**

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### TRADEMARK ASSIGNMENT

### 1. Definitions

The **Assignor** means **James P. Miller,** having an address at 315 Wilson Ave., Novato, California, 94947, United States of America, together with any successors in interest.

The **Assignee** means **Jonathan Risco**, an Individual having an address at 511 Puddingstone Dr., San Dimas, California, United States of America.

**Electronic Signature** means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

### The Trademark means:

- U.S. Trademark Registration No. 4182868 for "APPELLATION"; and
- the goodwill of the business connected with the use of, and symbolized by U.S. Trademark Registration No. 4182868;

# 2. Declarations acknowledging assignment

**Assignor** hereby to **Assignee** the entire right, title and interest in and to **The Trademark** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on **April 29, 2022**.

# 3. Declarations acknowledging cooperation

The **Assignor** confirm their obligations to **Assignee** to:

- promptly provide Assignee, upon request, with all pertinent facts and documents relating to The Trademark, including, but not limited to, copies of any documents or specimens evidencing dates of first use;
- cooperate with Assignee in the protection and prosecution of The Trademark;
- testify with respect to all pertinent facts and documents relating to The Trademark in any litigation, or proceeding relating thereto;
- review, execute, verify, acknowledge and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, or enforce The Trademark;
- perform such other acts as Assignee lawfully may request to obtain or maintain the Trademark; and
- not to challenge the validity and/or enforceability of **The Trademark**, or aid, abet, encourage,

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### **CONFIRMATION OF ASSIGNMENT**

participate in, or induce any such challenge by a third party.

# 4. Authorization to issue trademarks in name of Assignee

**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**.

This **Trademark Assignment** may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same **Trademark Assignment**.

# 5. Governing Law

This **Trademark Assignment** and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this **Trademark Assignment** and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

# 6. Electronic Signatures

**Assignor** and **Assignee** agree that any **Electronic Signature**, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

**IN TESTIMONY WHEREOF**, I, **James Miller**, confirm that I have authority to act on behalf of the **Assignor(s)** and hereunto set my hand this 29th day of April, 2022.

—Docusigned by:

James P. Miller

James Miller
DBA California North
315 Wilson Ave.
Novato, California, 94947
United States of America

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# **CONFIRMATION OF ASSIGNMENT**

RECORDED: 05/24/2022

I, Jonathan Risco having authority to act on behalf of the Assignee, hereby accept this Assignment:

April 29, 2022

Jonathan Risco Date