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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM748498

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sarita Marketing, LLC		07/26/2022	Limited Liability Company: TEXAS

## **RECEIVING PARTY DATA**

Name:	Gulf Pacific, Inc.	
Street Address:	12010 Taylor Road	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77041	
Entity Type:	Corporation: TEXAS	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4359167	SARITA
Registration Number:	4199848	SARITA

## **CORRESPONDENCE DATA**

**Fax Number:** 7139867100

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:** 7139867000

**Email:** cwilhelm@grayreed.com

Correspondent Name: Carol M. Wilhelm
Address Line 1: 1300 Post Oak Blvd.

Address Line 2: Suite 2000

Address Line 4: Houston, TEXAS 77056

ATTORNEY DOCKET NUMBER:	10556.6
NAME OF SUBMITTER:	Carol M. Wilhelm
SIGNATURE:	/Carol M. Wilhelm/
DATE SIGNED:	08/15/2022

# **Total Attachments: 3**

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### TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Assignment</u>") is made and entered into effective as of July 26, 2022 (the "<u>Effective Date</u>"), by and between Sarita Marketing, LLC, a Texas limited liability company located and doing business at 12010 Taylor Road, Houston, Texas 77041 ("<u>Assignor</u>") and Gulf Pacific, Inc., a Texas corporation located and doing business at 12010 Taylor Road, Houston, Texas 77041 ("<u>Assignee</u>").

- A. Assignor is the owner of the trademark SARITA and the trademark applications and registrations listed in Exhibit A attached hereto; and
- B. Assignee wishes to purchase, and Assignor desires to sell, assign, convey and transfer to Assignee, all right, title and interest in and to the SARITA trademark and each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

- Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over 1. to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. <u>Further Assurances</u>. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Marks, testify in any legal proceeding relating to the Marks, execute or cause its current or former employees

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or contractors to execute, as applicable, all applications and any additional assignment or other documents, sign all lawful papers, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, legal representatives and assigns, to obtain and enforce proper protection for the Marks in all countries and to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. <u>Miscellaneous</u>. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties hereto. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties hereto, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

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

SARITA MARKETING, LLC	GULF PACIFIC, INC.		
By: Atrib J. Camerly	By: <u>Patrill &amp; Casely</u>		
Name: Patrick J. CASSERLY	Name: PATRICK J. CASSERJ		
Title:	Title: CF		
Date: 7-26-22	Date: 726-22-		

# EXHIBIT A

# **MARKS**

Country	Mark	Application No.	Filing Date	Registration No.	Registration Date
USA	SARITA	85639180	May 31, 2012	4359167	June 25, 2013
USA	SARITA	85376984	July 21, 2011	4199848	August 28, 2012

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**RECORDED: 08/15/2022** 

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