

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HISTORIX, LLC		07/07/2023	Limited Liability Company: DELAWARE
GARY PIFER		07/07/2023	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	CORDES & COMPANY, LLC		
Street Address:	2030 Main Street, Suite 1300		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3182789	COLCHESTER	
Registration Number:	3847869	COLCHESTER RUBBER CO.	
Registration Number:	5363613	COLCHESTER RUBBER CO.	
Registration Number:	5640822	HARRY IN THE HALL	
CORRESPONDENCE DATA			
Fax Number:	2158325378		
<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:	2155695378		
Email:	bcraig@blankrome.com		
Correspondent Name:	Bradford C. Craig		
Address Line 1:	Blank Rome LLP, One Logan Square		
Address Line 2:	130 N. 18th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	156174-00102		
NAME OF SUBMITTER:	Bradford C. Craig		
SIGNATURE:	/Bradford C. Craig/		
DATE SIGNED:	08/30/2023		

OP \$115.00 3182789

Total Attachments: 9

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1 Peter F. Jazayeri (SBN 199626)
2 **JAZ, A PROFESSIONAL LEGAL CORPORATION**
3 peter@jaz-law.com
4 1100 Glendon Avenue, Suite 1500
5 Los Angeles, California 90024
6 Telephone: 310.853.2529
7 Facsimile: 310.388.0664

8 Attorneys for Judgment Creditors
9 COLCHESTER BRANDS, LLC, VICTOR GO,
10 BRAD JACO, AND GO TECHNOLOGY MANAGEMENT, LLC

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14
15 **COUNTY OF SAN DIEGO – NORTH COUNTY REGIONAL CENTER**

16 COLCHESTER BRANDS, LLC, a California
17 limited liability company; VICTOR GO, an
18 individual; BRAD JACO, an individual; and GO
19 TECHNOLOGY, LLC, a California limited
20 liability company,

21 Plaintiffs,

22 vs.

23 GARY PIFER, an individual; AMANDA PIFER,
24 an individual; HISTORIX, LLC, a Delaware
25 limited liability company; and DOES 1 through 50,
26 inclusive,

27 Defendants.

Case No. 37-2021-00011662-CU-CO-NC

[Assigned to Honorable Robert P. Dahlquist,
Dept. N-29]

**[PROPOSED AMENDED] ORDER
GRANTING JUDGMENT CREDITOR'S
MOTION FOR APPOINTMENT OF
POST-JUDGMENT RECEIVER
PURSUANT TO CCP §§ 563(b)(3), (4), (9),
708.610-708.620**

Reservation No.: 2956146

Date: June 28, 2023
Time: 1:30 p.m.
Dept.: N-29




Complaint Filed: March 16, 2021
Judgment Entered: July 19, 2022

1 On June 28, 2023, in Department N-29 of the above-entitled Court, at approximately 1:30
2 p.m., Honorable Robert P. Dahlquist presiding, the hearing on Judgment Creditor Colchester Brands,
3 LLC, Brad Jaco, Victor Go, and Go Technology Management, LLC's (collectively hereinafter
4 "Judgment Creditor") Motion for Appointment of Receiver (the "Motion") came on for hearing.
5 Upon consideration of Judgment Creditor's Motion and the Memorandum of Points and Authorities
6 in Support thereof, the Declarations of Peter F. Jazayeri and Bellann Raile and the exhibits attached
7 thereto, the Request for Judicial Notice and exhibits attached thereto, the arguments of counsel, and
8 all other records and matters filed before the Court,

9 **IT IS HEREBY ORDERED** that:

- 10 1. Bellann Raile ("Raile"), of Cordes & Company, is appointed as Receiver effectively
11 immediately over Historix, LLC ("Judgment Debtor") as set forth below pursuant to
12 Code of Civil Procedure ("CCP") §§ 563(b)(3),(4),(9), 708.610, 708.620.
- 13 2. The Receiver shall immediately, and before performing any duties: (a) execute and
14 file a receiver's oath, and (b) file the bond required by CCP § 567(b) in the amount of
15 \$10,000.
- 16 3. Pursuant to CCP §568, all right, title, and interest in the Judgment Debtor's IP (as
17 defined in paragraph 4(a) below) is transferred to the Receiver by virtue of this Order.
- 18 4. Without limiting the foregoing, the Receiver's powers and duties compensation shall
19 be:
 - 20 a. To take possession and/or control of all Judgment Debtor's right, title and
21 interest in and to all intellectual property relating to "COLCHESTER
22 RUBBER CO.," "US RUBBER COMPANY," "UNITED STATES RUBBER
23 COMPANY," and "HARRY LEW," including the trademarks and
24 tradenames, images, logos and applications and registrations therefor listed
25 below, all related common law rights, the goodwill of the business associated
26 with and symbolized by said trademarks, chattels, goods, instruments,
27 equipment, fixtures, general intangibles, inventory, checks, notes, accounts,
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credits, contracts, receivables, royalties, shares of stock and/or interest in any trust (collectively the “IP”)

Mark	Country	Status	Reg. No. (App. No.)
HARRY LEW	USA	Pending	(97277082)
	USA	Pending	(97214352)
COLCHESTER	USA	Registered	3182789
COLCHESTER RUBBER CO.	USA	Registered	3847869
	USA	Registered	5363613
Mark	Country	Status	Reg. No. (App. No.)
HARRY IN THE HALL	USA	Registered	5640822
	EUTM	Registered	018285800

b. To take control of, manage, stabilize, market and sell the IP pursuant to CCP §568.5, and apply the unencumbered proceeds of such sales to satisfaction of the judgment entered against Judgment Debtor by this Court on or about July 19, 2022 (the “Judgment”) including post-judgment interest and post-judgment enforcement attorney’s or receiver’s fees or costs incurred by

1 Judgment Creditor pursuant to CCP § 685.070 and to permit Judgment
2 Creditor to credit bid at such sale any unsatisfied amount of its Judgment
3 (including post-judgment interest and post-judgment enforcement attorney's
4 or receiver's fees or costs) pursuant to CCP § 701.590;

5 c. To establish bank account(s) for the acceptance and deposit of monies
6 collected and received in connection with the Receiver's administration of the
7 receivership estate, at any institution the Receiver reasonably deems
8 appropriate, provided that any funds on deposit at said financial institution are
9 fully insured by an agency of the United States government. The Receiver
10 shall be the authorized signatory on the account(s). Monies coming into the
11 possession of the Receiver and not expended for any purposes herein
12 authorized shall be held by the Receiver pending further orders of this Court.
13 The Receiver may add her agents or employees as additional signatories to
14 any bank accounts, money market accounts, certificates of deposit or any
15 other financial instruments or accounts controlled by the Receiver and shall
16 report these additional signatories in her monthly reports;

17 d. To transfer the monies coming into possession of the Receiver pursuant to her
18 operation of the receivership estate for the payment of the Judgment Debtor's
19 obligation under the Judgment, subject to the terms set forth herein;

20 e. To have full access to, take possession of and/or obtain copies of all books
21 and records, ledgers, financial statements, financial reports, documents and all
22 other business records (including, but not limited to, information contained on
23 computers and any and all software relating thereto, as well as all bank
24 records, statements, budgets, balance sheets, accounts receivables, accounts
25 payables, personnel records, insurance records, contracts with and statements
26 from utilities and other service providers) arising out of or related to the IP, all
27 of which may be accessed and used by the Receiver, her agents, and other
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professionals retained by the Receiver in performance of the Receiver's duties; hereunder;

f. To execute and prepare any and all documents and to perform any and all acts that are necessary to fulfill the Receiver's duties, and taking any steps with respect to collecting on the Judgment and liquidating the Judgment Debtor's interest in the IP;

g. To negotiate, extend, terminate, modify, ratify or enter into contracts, including, without limitation, contracts to provide, brokers, auctioneers, or other services to sell the IP pursuant to CCP §568.5 and to pay for those services as an expense to receivership;

h. To employ (in addition to Cordes & Company to whose employment the Judgment Creditor already consents) clerks, accountants, attorneys (whose employment is subject to Rule of Court 3.1180), investigators, consultants, and other advisors, and persons deemed by the Receiver to be necessary or advisable in her discretion and judgment to assist her in performing her duties hereunder and to administer the receivership estate, all as the Receiver shall deem necessary or appropriate, without further application to the Court (except where required by statute or Rule of Court), and to pay the reasonable value of said services from the funds of the receivership estate;

i. The Receiver is authorized to enter into agreements and contracts to perform her duties hereunder, upon terms that are customary for such services, and to pay for those services out of the funds of the receivership estate without further order of this Court; the Receiver is further authorized to terminate or reject agreements and contracts related to the operation of the receivership estate that the receiver, in the Receiver's discretion, deems burdensome to the receivership estate;

j. The Receiver shall have no responsibility for filing federal and state income or payroll tax returns, and shall not be responsible for paying any unpaid federal

1 and state income and payroll taxes, with respect to the receivership estate;
2 rather, the responsibility for such filings lies exclusively Judgment Debtor and
3 its agents, servants, employees and representatives;

4 k. The Receiver is not obligated to contribute personal funds in the performance
5 of her duties hereunder;

6 l. The Receiver's fees, and those of Cordes & Company, subject to the approval
7 of this Court, shall be paid at the rates set for in the Declaration of Bellann
8 Raile in support of the Motion and shall be advanced by the Judgment
9 Creditor, who may then seek to have such advances added as costs and
10 expenses in aid of judgment enforcement pursuant to C.C.P. §685.070(a)(5);

11 m. The Receiver shall as soon as reasonably practicable and no later than thirty
12 (30) days after taking possession of the Receivership Estate, file with this
13 Court a budget and an accounting or inventory of the receivership estate and
14 for the liquidation of Judgment Debtor's interest in or the sale of the IP;

15 n. The Receiver shall prepare monthly statements reflecting the fees and
16 administrative costs and expenses of the Receiver and the other professionals
17 employed by the Receiver incurred during the period of the Receiver's
18 operation and administration of the receivership estate. The Receiver shall
19 serve such monthly statements to the Judgment Creditor and Judgment
20 Debtor. Upon service of each statement, the Receiver may disburse from
21 estate funds, if any, the amount of each statement. Notwithstanding periodic
22 payment of fees and expenses, all fees and expenses shall be submitted to the
23 Court for approval and confirmation, in the form of either a properly noticed
24 interim request for fees, stipulation of all parties, or in the Receiver's Final
25 Account and Report. The monthly statements are not to be filed with the
26 Court. Only the Receiver's Interim and Final Accounts and Reports are to be
27 filed with the Court;

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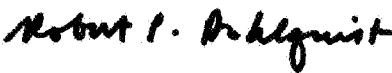
- 1 o. The Receiver and her related entity (including, but not limited to, Cordes &
2 Company) shall bear no personal liability for any actions or omissions in
3 conformity with the provisions of the Order, and any future orders pertaining
4 to this receivership. In performing her duties under the Order, no risk or
5 obligation shall be the personal risk or obligation of the Receiver, but rather
6 shall be solely the risk or obligation of the Receivership Estate;
- 7 p. Not later than ninety (90) days after the receivership terminates, the Receiver
8 shall file, serve, and set for hearing her Final Account and Report. Notice
9 must be given to all persons of whom the Receiver is aware who have
10 potential claims against the Receivership Estate; and
- 11 q. The Receiver and the parties to this action may, at any time, apply to this
12 Court for other or further instructions or orders and for further powers
13 necessary to enable the Receiver to perform the Receiver's duties properly;
- 14 r. Lawsuits against the Receiver, her employees, agents, consultants or attorneys
15 relating to the receivership estate shall not be allowed without first obtaining
16 permission of this Court; and
- 17 s. If the Receiver receives notice that a bankruptcy has been filed and part of the
18 bankruptcy estate includes property that is the subject of this order, the
19 Receiver shall have the following duties:
- 20 (1) Turn over property if no relief from stay or excuse from turnover will
21 be sought by Judgment Creditor within 30 days of the bankruptcy
22 filing;
- 23 (2) Remain in possession pending resolution if Judgment Creditor intends
24 to seek relief from the automatic stay and/or the receiver's obligation
25 to turn over property pursuant to 11 U.S.C. § 543(a) or the Receiver is
26 otherwise unclear about its duties pending further instruction from the
27 bankruptcy court. In such case, the Receiver's may make only those
28 disbursements that are necessary to preserve and protect the

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receivership estate, the Receiver may not execute any long-term contracts; and the Receiver may petition the Court to obtain bankruptcy counsel.

2. Historix LLC, its principal, Gary Pifer, and any of its agents or entities or persons acting on its behalf are hereby ordered to refrain from interfering in any manner with the discharge of the Receiver's duties under this Order or with the Judgment.

Dated: 7/7/2023



Honorable Robert P. Dahlquist
Judge of the California Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1100 Glendon Avenue, Suite 1500, Los Angeles, CA 90024.

5 On June 30, 2023, I served the foregoing document(s): **[PROPOSED AMENDED]**
6 **ORDER GRANTING JUDGMENT CREDITOR’S MOTION FOR APPOINTMENT OF**
7 **POST-JUDGMENT RECEIVER PURSUANT TO CCP §§ 563(b)(3), (4), (9), 708.610-708.620**
8 on the interested parties in this action addressed and sent as follows:

9 **Via Federal Express**
10 **Historix, LLC**
11 **c/o Harvard Business Services, Inc.**
12 **(Registered Agent)**
13 **16192 Coastal Highway**
14 **Lewes, DE 19958**

15 **Via U.S. Mail**
16 **Historix, LLC**
17 **c/o Gary Lee Pifer**
18 **2356 Caddie Court**
19 **Oceanside, CA 92056**

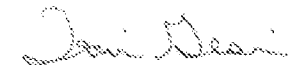
20 **BY ENVELOPE:** by placing the original a true copy thereof enclosed in sealed
21 envelope(s) addressed as indicated and delivery such envelope(s):

22 **BY MAIL:** I caused such envelope(s) to be deposited in the mail at Los Angeles County,
23 California with postage thereon fully prepaid to the office or home of the addressee(s) as
24 indicated. I am “readily familiar” with the firm’s practice of collection and processing
25 documents for mailing. It is deposited with the U.S. Postal Service on the same day, with
26 postage fully prepaid, in the ordinary course of business. I am aware that on motion of party
27 served, service is presumed invalid if postal cancellation date or postage meter date is more
28 than one day after the date of deposit for mailing in affidavit.

29 **BY FEDEX:** I deposited such envelope(s) in a post office, mailbox, subpost office,
30 substation, mail chute or other like facility regularly maintained by FedEx, an express service
31 carrier, or delivered to a courier or driver authorized by said express service carrier to receive
32 documents in an envelope designated by the said express service carrier, addressed as
33 indicated, with delivery fees paid or provided for, to be transmitted by FedEx.

34 **STATE:** I declare under penalty of perjury under the laws of the State of California that the
35 above is true and correct.

36 Executed on June 30, 2023, at Los Angeles County, California.

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Toni Gesin