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Assignment ID: TMI62465

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Encanta Brands, LLC		02/29/2024	Limited Liability Company: FLORIDA

## **RECEIVING PARTY DATA**

Company Name:	Encanta De La Vida Limited Liability Company
Street Address:	13266 Byrd Dr.
Internal Address:	Suite 100
City:	Odessa
State/Country:	FLORIDA
Postal Code:	33556
Entity Type:	Limited Liability Company: FLORIDA

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	90734283	ENCANTA
Serial Number:	90734279	ENCANTA VIDA

# **CORRESPONDENCE DATA**

Fax Number:

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:** 9043597855

**Email:** asaldana@smithhulsey.com

Correspondent Name: Abigail Saldana
Address Line 1: 1 Independent Drive

Address Line 2: Suite 3300

Address Line 4: Jacksonville, FLORIDA 32202

ATTORNEY DOCKET NUMBER:	1036552
NAME OF SUBMITTER:	ABIGAIL GRACE SCHWARTZ
SIGNATURE:	ABIGAIL GRACE SCHWARTZ
DATE SIGNED:	02/29/2024

**Total Attachments: 3** 

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TRADEMARK
REEL: 008358 FRAME: 0202

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### ASSIGNMENT OF TRADEMARK TO BUSINESS SUCCESSOR

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of **February 29, 2024**, is made by Encanta Brands, LLC ("**Assignor**"), a Florida Limited Liability Company, located at 6817 Southpoint Pkwy, Suite 1704, Jacksonville, Florida 32216, in favor of Encanta De La Vida Limited Liability Company, a Florida Limited Liability Company, located at 13266 Byrd Dr., Suite 100, Odessa, Florida 33556 ("**Assignee**"), the successor to the entire business of Assignor.

WHEREAS, Assignor has filed intent-to-use applications for the trademarks set forth on Exhibit A with the United States Patent and Trademark Office;

WHEREAS, Assignor is assigning the trademark applications set forth on <u>Exhibit A</u> hereto as part of the entire business or portion thereof to which the marks pertain to Assignee;

WHEREAS, Assignee is the successor of the ongoing and existing business of Assignor and is desirous of acquiring the trademark intent-to-use applications set forth on Exhibit A hereto, together with the benefit of any use of the trademarks and the goodwill of the business relating to the trademarks and the wares or services associated with it.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - a. the trademark applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies the transfer of Assignor's business, and that business is ongoing and existing;
  - 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;
  - 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, 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. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Page 1 of 3

3. <u>Governing Law.</u> 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the state of Florida or any other jurisdiction).

**ASSIGNOR:** 

Encanta Brands, LLC

Name: Wilhelm Rameau

Title: Manager

Date: 2/29/2024 | 4:39 PM EST

**ASSIGNEE:** 

Encanta De La Vida Limited Liability Company

Name: Wilhelm Rameau

Title: Manager

Date: 2/29/2024 | 4:39 PM EST

# **EXHIBIT A**

# **Assigned Trademarks**

Trademark Intent-to-Use Applications

Mark	Jurisdiction	Goods/Services	Serial No.	Filing Date
ENCANTA	United States	IC 033 Distilled blue agave liquor; Spirits; Spirits and liqueurs; Blended spirits; Distilled spirits; Distilled spirits produced in Mexico in accordance with specific standards.	90734283	05/25/2021
ENCANTA VIDA	United States	IC 033 Distilled blue agave liquor; Spirits; Spirits and liqueurs; Blended spirits; Distilled spirits; Distilled spirits produced in Mexico in accordance with specific standards.	90734279	05/25/2021

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Page 3 of 3

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