

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grounds and Hounds, LLC		07/20/2018	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Grounds and Hounds Coffee Company LLC		
Street Address:	1144 500 W		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5209305	WAKE. BREW. RESCUE. REPEAT.	
Registration Number:	4761557	EVERY CUP SAVES A PUP	
Registration Number:	4689917	GROUNDS AND HOUNDS COFFEE CO.	
Registration Number:	4589876	GROUNDS AND HOUNDS	
Registration Number:	4827720	EVERY POUND SAVES A HOUND GROUNDS & HOUN	
Registration Number:	5291061	PAPER & SLIPPERS	
Serial Number:	87521321	EVERY POUND SAVES A HOUND	
Serial Number:	87717814	HUSH PUPPY	
Serial Number:	87447808	FRESH BREW & RESCUE	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	215-568-3100		
Email:	bhipdocket@bakerlaw.com, hhoffman@bakerlaw.com, jdale@bakerlaw.com		
Correspondent Name:	Herbert E. Hoffman, Jr.		
Address Line 1:	Cira Centre, 12th Floor		
Address Line 2:	2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891		

CH \$240.00 5209305

TRADEMARK

ATTORNEY DOCKET NUMBER:	110866.00003
NAME OF SUBMITTER:	Judy Dale-Paralegal
SIGNATURE:	/Judy Dale/
DATE SIGNED:	07/23/2018

Total Attachments: 6

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Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of July 20, 2018, is made by GROUNDS AND HOUNDS LLC, a Pennsylvania limited liability company (“**Seller**”), in favor of GROUNDS AND HOUNDS COFFEE COMPANY LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, between Buyer, Seller and Jordan Karcher, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, 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 corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties hereto 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 the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on **Schedule 1** 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, that portion of Seller’s business to which the trademark pertains, and that business is ongoing and existing;

(b) 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;

(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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark 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, Seller 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. 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 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.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

GROUND AND HOUNDS LLC

DocuSigned by:
By: Jordan Karcher
Name: ~~Jordan Karcher~~
Title: President

AGREED TO AND ACCEPTED:

BUYER:

GROUND AND HOUNDS COFFEE
COMPANY LLC

By: _____
Name: Evan Hafer
Title: Chief Executive Officer

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

SELLER:

GROUNDS AND HOUNDS LLC

By: _____
Name: Jordan Karcher
Title: President

AGREED TO AND ACCEPTED:

BUYER:

GROUNDS AND HOUNDS COFFEE
COMPANY LLC

By:  _____
Name: Evan Hafer
Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Serial Number	Registration Date
Wake. Brew. Rescue. Repeat.	US	5209305	87208736	May 23, 2017
Every Cup Saves a Pup	US	4761557	86251723	June 23, 2015
Grounds & Hounds Coffee Co.	US	4689917	86193637	February 17, 2015
Grounds & Hounds	US	4589876	85949753	August 19, 2014
EVERY POUND SAVES A HOUND GROUNDS & HOUNDCOFFEE CO · and Design	US	4827720	86144837	October 6, 2015
Paper & Slippers	US	5291061	87363517	September 19, 2017
Grounds and Hounds Coffee Co.- Canada	Canada	TMA963023	1664084	February 15, 2017
Grounds & Hounds Coffee Co.-United Kingdom	UK	3054900	3054900	August 15, 2014
Grounds & Hounds Coffee Co.- Australia	Australia		1620699	January 23, 2015
Grounds & Hounds Coffee Co.- Germany	Germany		302014003511.1	September 9, 2014

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
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Every Pound Saves a Hound	US	Published May 8, 2018	87521321	July 10, 2017
Hush Puppy	US	Published May 1, 2018	87717814	December 12, 2017
Fresh Brew & Rescue	US	Suspension Letter Mailed December 25, 2017	87447808	May 12, 2017