

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coyote Cafe, Inc.		03/10/2018	Corporation: NEW MEXICO
RECEIVING PARTY DATA			
Name:	HAPPY RABBIT HOSPITALITY LLC		
Street Address:	132 West Water Street		
City:	Santa Fe		
State/Country:	NEW MEXICO		
Postal Code:	87501		
Entity Type:	Limited Liability Company: NEW MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2111492	COYOTE CAFE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-344-4019		
Email:	mbharrison@venable.com		
Correspondent Name:	Mark Harrison		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043		
ATTORNEY DOCKET NUMBER:	138812-429618		
NAME OF SUBMITTER:	Mark Harrison		
SIGNATURE:	/Mark Harrison/		
DATE SIGNED:	08/12/2018		
Total Attachments: 4			
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AMENDED LOGO AND TRADEMARK SALE AGREEMENT

COME NOW THE PARTIES, Coyote Café, Inc. (“Coyote Cafe”) and Howling Enterprises, LLC (“Howling Enterprises”) and Happy Rabbit Hospitality, LLC (“Happy Rabbit”) and enter into this contract (this “Agreement”) dated this ___10th_ day of March, 2018, and agree, covenant and contract as follows:

RECITALS

A. Coyote Café is the owner of a federal registration and common law rights for the COYOTE CAFÉ logo design and image shown on Exhibit “A” hereto, as well as (together with) all common law rights in the trade names and trademarks COYOTE, COYOTE KITCHEN, COYOTE CAFÉ and the Coyote logo used by Coyote Café and Howling Enterprises for many years (all collectively the “Marks”);

B. There is an existing contract for Howling Enterprises’ use of the Marks entitled “Trademark License Agreement” which is dated April 1, 2016 (“TLA”);

C. The TLA has been in full force and effect, and there have been no uncured defaults relative to Howling Enterprises’ performance of the TLA;

D. Coyote Cafe desires to sell, transfer and convey all the Marks to Happy Rabbit and acknowledges receipt of good and sufficient consideration for the sale, transfer and conveyance of all the Marks to Happy Rabbit;

E. Upon the final execution of this Agreement and in consideration of the sale, transfer and conveyance of all the Marks to Happy Rabbit, Coyote Cafe and Howling Enterprises shall terminate the TLA.

AGREEMENT

NOW THEREFORE, the parties agree, covenant and contract as follows:

1. Sale and Conveyance. Coyote Cafe hereby sells, transfers and conveys all the Marks to Happy Rabbit, without exception, together with all rights of whatsoever associated with the Marks, including but not limited to the goodwill of the business symbolized by said Marks, and including the right of Assignor to conduct business under said Marks (trademarks). This Sale and conveyance is for all rights and privileges whatsoever under the Marks and Coyote Café retains no interest or rights whatsoever in the Marks.

2. Coyote Café’s Warranties and Representations. Coyote Café makes the following warranties to Howling Enterprises and Happy Rabbit regarding the Marks:

A. Coyote Café is the sole owner of the federally registered COYOTE CAFÉ logo design and image which is shown on Exhibit “A” hereto.

B. Mark Miller is the president and the sole owner, president and shareholder of Coyote Café and has the right, authority and power to enter into this Agreement and to convey the Marks to Happy Rabbit.

C. Coyote Café has been using the names COYOTE, COYOTE KITCHEN and COYOTE CAFÉ in its business affairs continuously since approximately 1980, except during the period when those names have been licensed to Howling Enterprises per the TLA.

D. Coyote Café has not previously sold or transferred any interest in the Marks to any party other than Howling Enterprises.

E. It is the intention of Coyote Café to sell, transfer and convey all Coyote Café's right, title and interest in the Marks to Happy Rabbit, without exception, including but not limited to all common law rights to the Marks together with the goodwill of the business symbolized by said marks, the right of Assignor to conduct business under said trademarks.

F. The conveyance by Coyote Café to Happy Rabbit of the Marks is free and clear of all liens and encumbrances.

3. Limitations of Coyote Café's Warranties and Representations. Notwithstanding anything else to the contrary in this Agreement, Coyote Café DOES NOT warrant the exclusive ownership or the exclusive right to use the words: COYOTE, COYOTE KITCHEN or COYOTE CAFÉ.


4. Acceptance of Transfer. Happy Rabbit accepts the sale, transfer and conveyance of all the Marks.

5. Termination of TLA. The TLA is hereby terminated.


6. Whole Agreement. This Agreement constitutes the whole and entire agreement among the parties regarding the Marks, and they have no understanding or agreement(s) regarding the Marks except as are set forth in this Agreement.

WITNESS OUR HANDS AND SEALS ON THE DATES SET FORTH BELOW:

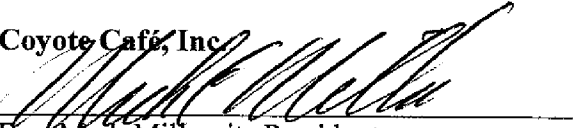
Howling Enterprises, LLC:


By: Quinn Stephenson, its Managing Member

Happy Rabbit, LLC:


By: Quinn Stephenson, its Managing Member

Coyote Café, Inc


By: Mark Miller, its President

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

On this 9 day of March, 2018, Quinn Stephenson, owner and managing member of Howling Enterprises, LLC, a New Mexico limited liability company, personally appeared before me and having first been sworn and upon oath, executed and acknowledged the foregoing instrument before me. I am a licensed and duly appointed New Mexico notary public entitled to certify signatures and to administer oaths.



OFFICIAL SEAL
Christina Olivas
NOTARY PUBLIC
STATE OF NEW MEXICO

[Signature]
Notary Public

My commission expires: June 10, 2023
My Commission Expires: June 10, 2023

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

On this 9 day of March, 2018, Quinn Stephenson, owner and managing member of Happy Rabbit Hospitality, LLC, a New Mexico limited liability company, personally appeared before me and having first been sworn and upon oath, executed and acknowledged the foregoing instrument before me. I am a licensed and duly appointed New Mexico notary public entitled to certify signatures and to administer oaths.



OFFICIAL SEAL
Christina Olivas
NOTARY PUBLIC
STATE OF NEW MEXICO

[Signature]
Notary Public

My commission expires: June 10, 2023
My Commission Expires: June 10, 2023

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

On this 9 day of March, 2018, Mark Miller, President of Coyote Café, Inc., a New Mexico corporation, personally appeared before me and having first been sworn and upon oath, executed and acknowledged the foregoing instrument before me. I am a licensed and duly appointed New Mexico notary public entitled to certify signatures and to administer oaths.

[Signature]
Notary Public

My commission expires: June 10, 2023
My Commission Expires: June 10, 2023



OFFICIAL SEAL
Christina Olivas
NOTARY PUBLIC
STATE OF NEW MEXICO

TSDR now includes a Post-Registration Maintenance Tab. When Viewing a Registered mark, users will now find a new tab providing Post-Registration information to the "Status" and "Document" tabs below the search hit box. The tab will not appear if the mark is not registered.

STATUS DOCUMENTS MAINTENANCE

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Mark: COYOTE CAFE



US Serial Number: 74373865

Application Filing Date: Mar. 31, 1993

US Registration Number: 2111492

Registration Date: Nov. 11, 1997

Register: Principal

Mark Type: Trademark, Service Mark



TMS Common Status Descriptor:

LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: The registration has been renewed.

Status Date: Nov. 29, 2017

Publication Date: Aug. 19, 1997

Mark Information

Mark Literal Elements: COYOTE CAFE

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/LETTER(S)/NUMBER(S)