OP \$40.00 2489885

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM493057 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
Casa Ole' Restaurants, Inc.		10/08/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Mexican Restaurants, Inc.	
Street Address:	12000 Aerospace Avenue	
Internal Address:	Suite 400	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77034	
Entity Type:	Corporation: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2489885	CASA OLÉ

CORRESPONDENCE DATA

Fax Number: 6126428407

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: 612-672-8385

Email: debra.dix@maslon.com

Correspondent Name: Eran Kahana **Address Line 1:** 90 South 7th Street

Address Line 2: Suite 3300

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Douglas Hipskind
SIGNATURE:	/Douglas Hipskind/
DATE SIGNED:	10/08/2018

Total Attachments: 3

source=7_Casa Ole_Reg #2489885_Assignment to MRI_10-8-18#page1.tif source=7_Casa Ole_Reg #2489885_Assignment to MRI_10-8-18#page2.tif source=7_Casa Ole_Reg #2489885_Assignment to MRI_10-8-18#page3.tif

TRADEMARK REEL: 006500 FRAME: 0546

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into this day of October, 2018, by and between Casa Olé Restaurants, Inc., a Texas corporation, with a principal address of 12000 Aerospace Avenue, Suite 400, Houston, TX 77034 ("Assignor"), and Mexican Restaurants, Inc., a Texas Corporation, with a principal address of 12000 Aerospace Avenue, Suite 400, Houston, TX 77034 ("Assignee"). Assignor and Assignee may be referred to in this Assignment individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Assignor is the owner of certain Trademarks as described on <u>Schedule 1</u> attached hereto (the "Trademarks"); and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world, and Assignee desires to acquire such entire right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

- Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.
- 2. <u>Protection and Enforcement.</u> Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Trademarks with the same legal force and effect as if executed by Assignor. Assignor further agrees to do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Trademarks, including without limitation, executing such documents as Assignee may reasonably request.
- Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Minnesota, United States, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the

TRADEMARK REEL: 006500 FRAME: 0547 Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Trademarks.

IN WITNESS WHEREOF, the undersigned has signed this assignment as of the date listed above.

ASSIGNOR:

Casa Olé Restaurants, Inc.

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

MEXICAN RESTAURANTS, INC.

Douglas Hipskind, CFO

SCHEDULE 1

Description of Trademarks

Registration No. Mark

2489885 CASA OLÉ

4813-6678-5399, v. 1

RECORDED: 10/08/2018

TRADEMARK REEL: 006500 FRAME: 0549