

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwest Restaurant Management, Inc.		11/30/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Uncle Julio's Hacienda, Inc.		
Street Address:	1101 N. Union Bower Road, Suite 160		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2637863	HACIENDA COLORADO	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	93849-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	12/07/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and entered into as of November 30, 2018 by Southwest Restaurant Management, Inc., a Colorado corporation, with an address of 3900 E Mexico Avenue, Suite 820, Denver, Colorado 80210 (the "Assignor"), to Uncle Julio's Hacienda, Inc., a Colorado corporation with an address of 1101 N Union Bower Road, Suite 160, Irving, Texas 75061 (the "Assignee") (each a "Party," and collectively the "Parties"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, in connection with that certain Securities Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), Assignor has agreed to execute and deliver this Assignment and convey, transfer, and assign to Assignee, all of Assignor's rights, title and interest in and to any and all intellectual property in connection with the business of the Companies (as defined in the Purchase Agreement), including the intellectual property identified on Schedule A attached hereto (the "Assigned IP") together with the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Assigned IP and the business and goodwill of the business in connection with which the aforesaid Assigned IP has been used; and

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged by both Parties, the undersigned Parties, intending to be legally bound, agree as follows:

1. The preamble shall form part of this Assignment.
2. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, the entire right, title, and interest of Assignor in and to the Assigned IP, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, as well as (a) all income, royalties and rights to payment with respect to the Assigned IP, and (b) any and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned IP with the right to sue for, and collect the same for the Assignee's own use and enjoyment.
3. Further Assurances. The Assignor shall provide to the Assignee commercially reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Assigned IP, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Assigned IP, including, but not limited to, testifying as to any facts relating to the Assigned IP assigned herein, (c) in obtaining any additional protection for the Assigned IP that the Assignee

reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

4. Conflicts. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. Nothing in this Assignment should be deemed to supersede or enlarge or modify any of the provisions of the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

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IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

SOUTHWEST RESTAURANT
MANAGEMENT, INC

By: 


Name: Darryl Shoemaker

Title: President

[Signature Page to Intellectual Property Assignment]

ASSIGNEE

UNCLE JULIO'S HACIENDA, INC.

By: 
Name: Steve Bratton
Title: Secretary and Treasurer

[Signature Page to Intellectual Property Assignment]

Schedule A

Assigned IP

Trademarks:

<u>Renewal Due Date</u>	<u>Trademark Class/ Description</u>	<u>Status Jurisdiction</u>	<u>Application No. Filing Date Owner</u>	<u>Registration No. Registration Date</u>
October 22, 2022 (April 22, 2023- grace period deadline)	HACIENDA COLORADO Class 042: Restaurant Services	Registered United States of America	75/611,907 December 24, 1998 Southwest Restaurant Management, Inc.	2637863 October 22, 2002
March 9, 2020	HACIENDA COLORADO Class 043: Full service restaurant and bar	Registered US-Colorado	<i>Application No. to be Requested</i> <i>Filing Date to be Requested</i> Southwest Restaurant Management, Inc.	20101143802 March 9, 2010