

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Desert Premium Group, LLC		08/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	505 Southwestern LLC		
Street Address:	6455 S. Yosemite St. Suite 140		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87835667	505 FRESH	
Serial Number:	88160761	505 SOUTHWESTERN HATCH KITCHEN	
Serial Number:	88827886	505SW	
Serial Number:	87621521	HATCH TO TABLE	
Registration Number:	6025341	505 SOUTHWESTERN	
Registration Number:	3807559	505 SOUTHWESTERN	
Registration Number:	4947284	505 SOUTHWESTERN	
Registration Number:	2577049	505 SOUTHWESTERN	
Registration Number:	5390768	505 SOUTHWESTERN CHIMIWRAPS	
Registration Number:	6025342	505 SOUTHWESTERN	
Registration Number:	4947283	505 SOUTHWESTERN	
Registration Number:	5470178	505 SOUTHWESTERN MEXILUPA	
Registration Number:	5414052	505 SOUTHWESTERN MEXIPIZZA	
Registration Number:	4948077	505 SOUTHWESTERN MEXIWRAPS	
Registration Number:	5581276	505 SOUTHWESTERN STREET TACOS	
Registration Number:	4472423	ALL AMERICAN SALSA	
Registration Number:	6019472	HINT OF HATCH	
Registration Number:	4802000	SELECT NEW MEXICO SINCE 1986	

CH \$465.00 87835667

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: 5852631000**Email:** nytm@nixonpeabody.com**Correspondent Name:** Kristen Mollnow Walsh, Nixon Peabody LLP**Address Line 1:** 1300 Clinton Square**Address Line 4:** Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	38726-73
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NAME OF SUBMITTER:	Kristen Mollnow Walsh
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SIGNATURE:	/kristenmollnowwalsh/
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DATE SIGNED:	08/25/2020
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), is made as of August 24, 2020, by Desert Premium Group, LLC, a Delaware limited liability company (the "Assignor"), in favor of 505 Southwestern LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee, as the successor to ongoing and existing business to which the Assigned Trademarks pertain, wishes to accept the assignment of all right, title and interest of Assignor in and to the Assigned Trademarks

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, including any and all associated: (i) rights to renew any registrations included in the Assigned Trademarks and to apply for trademark registrations based in whole or in part upon the Assigned Trademarks (including the right to claim priority therefrom); (ii) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (iii) rights to assign the rights conveyed herein; all of the foregoing (in (i) to (iii)) to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).

4. **Counterparts.** This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

5. **Further Assurances.** From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause

to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

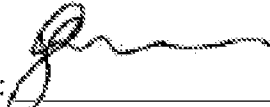
6. **Amendments; Severability**. This Assignment shall not be amended, modified or supplemented except by a written instrument signed by the Assignor and the Assignee. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

DESERT PREMIUM GROUP, LLC

By: 

Name: Jorge Ayon

Title: Chief Financial Officer

Schedule A

Assigned Trademarks

United States Trademark Applications:

Mark	Application Number
505 FRESH	87/835667
505 SOUTHWESTERN HATCH KITCHEN Logo	88/160761
505 SW	88/827886
HATCH TO TABLE	87/621521

United States Trademark Registrations:

Mark	Registration Number
505 SOUTHWESTERN	6,025,341
505 SOUTHWESTERN	3,807,559
505 SOUTHWESTERN	4,947,284
505 SOUTHWESTERN (Stylized)	2,577,049
505 SOUTHWESTERN CHIMIWRAPS	5,390,768
505 SOUTHWESTERN Logo	6,025,342
505 SOUTHWESTERN Logo	4,947,283
505 SOUTHWESTERN MEXILUPA	5,470,178
505 SOUTHWESTERN MEXIPIZZA	5,414,052
505 SOUTHWESTERN MEXIWRAPS	4,948,077
505 SOUTHWESTERN STREET TACOS	5,581,276
ALL AMERICAN SALSA	4,472,423
HINT OF HATCH	6,019,472
SELECT NEW MEXICO SINCE 1986 Logo	4,802,000