

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616004

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spyhouse Coffee Roasting, Co.		01/01/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spyhouse Coffee Shop - East Isles, Inc.		
<b>Street Address:</b>	800 Washington Ave. N. #620		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55401		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87120093	SPYGIRL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	612-877-8411		
<b>Email:</b>	jrs@jwcolaw.com		
<b>Correspondent Name:</b>	Jon Steckler		
<b>Address Line 1:</b>	800 Washington Ave. N. #620		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55401		
<b>NAME OF SUBMITTER:</b>	Jon Steckler		
<b>SIGNATURE:</b>	/s/ Jon Steckler		
<b>DATE SIGNED:</b>	12/22/2020		
<b>Total Attachments: 3</b>			
source=7. Assignment of Spygirl Trademark -- Roasting to Isles#page1.tif			
source=7. Assignment of Spygirl Trademark -- Roasting to Isles#page2.tif			
source=7. Assignment of Spygirl Trademark -- Roasting to Isles#page3.tif			

OP \$40.00 87120093

## Assignment of Trademark

This Trademark Assignment ("Assignment") is made and entered into on December 11, 2019, and is effective as of January 1, 2020 ("Effective Date"), by and between Spyhouse Coffee Roasting, Co. ("Assignor") and Spyhouse Coffee Shop East Isles, Inc. ("Assignee").

### Recitals

1. The Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations (collectively "Trademarks") as set forth in Exhibit A attached hereto; and
2. The Assignee desires to purchase or acquire, and Assignor desires to sell and transfer, the Assignor's right, title, and interest in and to the Trademarks; and
3. The Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

#### 1. Assignment.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, including, without limitation, the ongoing and existing portion of Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to, upon the request and at the expense of the Assignee: (a) cooperate with the Assignee in protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee may lawfully and reasonably request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

**2. Warranty.**

Assignor warrants that Assignor is the legal owner of all right, title and interest in and to the Trademarks, and that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not, to Assignor's knowledge, infringe on the rights of any person.

**3. Governing Law.**

This Assignment is governed by, and shall be construed in accordance with, the laws of the State of Minnesota. Any action arising hereunder shall be venued in a court of competent jurisdiction within the State of Minnesota.

**4. Entire Agreement.**

This Assignment constitutes the sole agreement of the parties hereto and supersedes all other oral negotiations and prior writings with respect to the subject matter hereof.

**5. Severability.**

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree that the remainder of the Assignment shall remain in full force and effect so as to accomplish the purpose hereof.


**6. Advice of Counsel.**

Each party hereto acknowledges that in executing this Assignment such party has had the opportunity to seek the advice of independent legal counsel, and has read and understands all of the terms herein. This Assignment will not be construed against any party by reason of the drafting or preparation hereof.

In witness hereof, the Assignor and Assignee have executed this Agreement as of the date stated above.


**Assignor**

**Spyhouse Coffee Roasting, Co.**

  
T. Christian Johnson  
Its: Owner / President

**Assignee**

**Spyhouse Coffee Shop East Isles, Inc.**

  
T. Christian Johnson  
Its: Owner / President

**EXHIBIT A**

**Mark:**           **SPYGIRL (STANDARD CHARACTER MARK)**

**Trademark Serial Number:**       **87120093**

**Registration No.:**               **5408351**