

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764512

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TERMINATION AND RELEASE	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAGO INNOVATION FUND, LLC		10/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Good Beans LLC		
Street Address:	355 Spencer Lane		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	88751338	INDEPENDENT COFFEE SOLUTIONS	
Registration Number:	5926682	SUNNY SPOT	
Registration Number:	5936790	ALPHA BLEND	
Registration Number:	5926556	MORNING WALK	
Serial Number:	88363378	GOOD BOY	
Serial Number:	88363387	FREEDOM RIDE	
Serial Number:	88363408	PUPPY BOWL BLEND	
Registration Number:	5815341	SIT & STAY	
Registration Number:	5209305	WAKE. BREW. RESCUE. REPEAT.	
Registration Number:	4761557	EVERY CUP SAVES A PUP	
Registration Number:	4689917	GROUNDS & HOUNDS COFFEE CO.	
Registration Number:	4589876	GROUNDS AND HOUNDS	
Registration Number:	4827720	EVERY POUND SAVES A HOUND GROUNDS & HOUN	
Registration Number:	5291061	PAPER & SLIPPERS	
Serial Number:	87119230	UPPERS & PUPPERS	
Registration Number:	5522561	EVERY POUND SAVES A HOUND	
Serial Number:	87717814	HUSH PUPPY	
Registration Number:	5764187	FRESH BREW & RESCUE	
Serial Number:	88113485	HAPPINESS CAN'T BE BOUGHT - BUT IT CAN B	
		TRADEMARK	

OP \$490.00 88751338

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1816729
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	10/31/2022

Total Attachments: 7

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of October 17, 2022, is executed by **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company (the "Secured Party"), and in favor of **GOOD BEANS LLC**, a Delaware limited liability company ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of January 31, 2020, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with (i) that certain Loan and Security Agreement, dated as of January 31, 2020, between Secured Party and Authentic Brands LLC, a Delaware limited liability company (as amended from time to time, the "Loan Agreement") (ii) that certain Unconditional Guaranty, dated as of January 31, 2020, by and among, inter alios, Secured Party and Grantor (as amended from time to time, the "Guaranty"), and (iii) that certain Third Party Security Agreement, dated as of January 31, 2020, by and among, inter alios, Secured Party and Grantor (the "Security Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property Collateral (defined below).

B. The Intellectual Property Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 3, 2020, at Reel/Frame 6854/0839, to evidence the security interest granted under the Security Agreement.

D. Secured Party agrees to terminate and release its security interest in the Intellectual Property Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property Collateral, the Loan Agreement and the Security Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property Collateral (as defined in the Security Agreement), including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement, Loan Agreement and/or Security Agreement:

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including, without limitation, the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including, without limitation, the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including, without limitation, the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office, and the United States Copyright Office, at the Grantor's sole cost and expense.

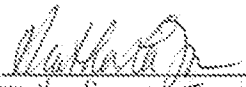
5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

LAGO INNOVATION FUND, LLC

By: 
Name: Arthur Lafreniere
Title: Managing Partner

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

DMS 19643413

EXHIBIT A
COPYRIGHTS

None

Exhibit A

TRADEMARK
REEL: 007890 FRAME: 0006

EXHIBIT B
TRADEMARKS

<u>Mark / Title:</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Country</u>
INDEPENDENT COFFEE SOLUTIONS	88751338	N/A	1/8/2020	N/A	United States of America
SUNNY SPOT	88478803	5926682	6/18/2019	12/03/2019	United States of America
ALPHA BLEND	88446202	5936790	24-MAY-2019	17-DEC-2019	United States of America
MORNING WALK	88446207	5926556	24-MAY-2019	03-DEC-2019	United States of America
GOOD BOY	88363378	N/A	29-MAR-2019	N/A	United States of America
FREEDOM RIDE	88363387	N/A	29-MAR-2019	N/A	United States of America
PUPPY BOWL BLEND	88363408	N/A	29-MAR-2019	N/A	United States of America
SIT & STAY	88195748	5815341	15-NOV-2018	23-JUL-2019	United States of America
WAKE. BREW. RESCUE. REPEAT.	87208736	5209305	10/19/2016	5/23/2017	United States of America
EVERY CUP SAVES A PUP	86251723	4761557	4/14/2014	6/23/2015	United States of America
GROUND & HOUNDS COFFEE CO.	86193637	4689917	2/14/2014	2/17/2015	United States of America
GROUND & HOUNDS	85949753	4589876	6/4/2013	8/19/2014	United States of America
	86144837	4827720	12/16/2013	10/6/2015	United States of America
PAPER & SLIPPERS	87363517	5291061	3/8/2017	9/19/2017	United States of America
GROUND AND HOUNDS COFFEE CO.		TMA963023		2/15/2017	Canada
GROUND & HOUNDS COFFEE CO.		UK00003054900		9/5/2014	United Kingdom
GROUND & HOUNDS COFFEE CO.		1620699		1/23/2015	Australia
GROUND & HOUNDS COFFEE CO.		302014003511.1		9/9/2014	Germany

Exhibit B

TRADEMARK
REEL: 007890 FRAME: 0007


<u>Mark / Title:</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Country</u>
UPPERS AND PUPPERS	87119230	N/A	8/31/2018	N/A	United States of America
EVERY POUND SAVES A HOUND	87521321	5522561	7/10/2017	7/24/2018	United States of America
HUSH PUPPY	87717814	N/A	12/12/2017	N/A	United States of America
FRESH BREW AND RESCUE	87447808	5764187	5/12/2017	5/28/2019	United States of America
	88113485	N/A	9/12/2018	N/A	United States of America

Exhibit B

TRADEMARK
REEL: 007890 FRAME: 0008

EXHIBIT C
PATENTS

None

Exhibit C