

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764514

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:	GROUNDS AND HOUNDS COFFEE COMPANY LLC		
Street Address:	355 Spencer Lane		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86154576	EVERY POUND SAVES A HOUND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.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: 6			
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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 **GROUND AND HOUNDS COFFEE COMPANY 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 Grantor (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 6854/0855, 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.

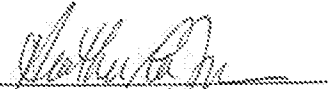
5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and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

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

DMS 19643436

EXHIBIT A
COPYRIGHTS

None

Exhibit A

TRADEMARK
REEL: 007890 FRAME: 0015

EXHIBIT B
TRADEMARKS

<u>Mark / Title:</u>	<u>Application Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Application Date:</u>
EVERY POUND SAVES A HOUND	86154576	N/A		12/30/2013

EXHIBIT C
PATENTS

None

Exhibit C