

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mi Cocina, Ltd.		12/16/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	M Crowd IPCO, LLC		
Street Address:	350 E. Royal Lane		
Internal Address:	Building 4, Suite 126		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	2315142	MI COCINA	
Registration Number:	2315144	MI COCINA	
Registration Number:	2315143	MI COCINA	
Registration Number:	2391167	TACO DINER	
Registration Number:	2771482	M CROWD	
Registration Number:	3240270	BARUMBA	
Registration Number:	3315329	TACO DINER	
Registration Number:	3374730	3RD FLOOR	
Registration Number:	3374729	3RD FLOOR	
Registration Number:	3400507	BARUMBA LATIN LOUNGE	
Registration Number:	3404047	6 SEISEGUNDOS	
Registration Number:	3404045	6 SEISEGUNDOS	
Registration Number:	3490909	M CROWD RESTAURANT GROUP MERCURY CHOPHOU	
Registration Number:	3404048	M CROWD RESTAURANT GROUP	
Registration Number:	3404042	THE MERCURY GRILL	
Registration Number:	3404041	THE MERCURY GRILL	
Registration Number:	3781029	M	
Registration Number:	5756698	MAMBO TAXI	

CH \$815.00 2315142

Property Type	Number	Word Mark
Registration Number:	3904541	MAMBO TAXI
Registration Number:	5889603	MI COCINA
Serial Number:	97241283	
Serial Number:	97558240	RICO SALAD
Serial Number:	97558247	COCINA CHANGA
Serial Number:	97558260	SUNSET ENCHILADAS
Serial Number:	97558266	TACOS HABANA
Serial Number:	97558275	POLLO MODERNO
Serial Number:	97558628	LUCY CHANGA
Serial Number:	97558637	MAMBO LIMOUSINE
Serial Number:	97564615	MONKEY BAR
Serial Number:	98079012	
Serial Number:	98088206	
Serial Number:	98134915	

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: 5123916177

Email: jray@munsch.com

Correspondent Name: James R. Ray, III

Address Line 1: 1717 W. Sixth Street

Address Line 2: Suite 250

Address Line 4: Austin, TEXAS 78703

ATTORNEY DOCKET NUMBER: 17056.16

NAME OF SUBMITTER: James Ray

SIGNATURE: /james ray/

DATE SIGNED: 09/08/2023

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("*Intellectual Property Assignment*"), effective as of December 26, 2019, is made by and between MI COCINA, LTD ("*Assignor*"), a Texas limited partnership, located at 350 E. Royal Lane, Building 4, Suite 126, Irving, Texas 75039, in favor of M CROWD IPO, LLC ("*Assignee*"), a Texas limited liability company, located at 350 E. Royal Lane, Building 4, Suite 126, Irving, Texas 75039.

WHEREAS, Assignor wishes to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Intellectual Property Assignment, for all purposes, including, but not limited to, recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto and incorporated herein by reference; and all issuances, extensions, and renewals thereof (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto full schedule, if any, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) all other intellectual property set forth on Schedule 1 attached hereto and incorporated herein by reference;
 - (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and

delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks and other Intellectual Property reflected on Schedule 1 to Assignee, or successor thereto.

3. **Counterparts.** This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.
4. **Successors and Assigns.** This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. **Governing Law.** This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas with respect to use of the intellectual property forming the basis of this agreement and the laws of the State of Texas as to all other matters, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed on the date first written above.

ASSIGNOR:

MI COCINA, LTD
a Texas limited partnership

By: M Crowd Restaurant Group, Inc.
a Texas corporation
its General Partner

By: 

Edgar Guevara, President and CEO

ASSIGNEE:

M CROWD IPCO, LLC
a Texas limited liability company

By: M Crowd Restaurant Group, Inc.
a Texas corporation
its Manager

By: 

Edgar Guevara, President and CEO

SCHEDULE 1

ASSIGNED INTELLECTUAL PROPERTY

Any and all intellectual property and tangible embodiments thereof owned by Mi Cocina, Ltd., including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code, mask works, formulae, techniques, supplier and customer lists, trade secrets, recipes, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship ("*Intellectual Property*").

All Intellectual Property rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing. Such rights include, without limitation, the rights in, to and under the trade secrets, trademark applications and registrations shown below:

Trade secrets:

All recipes, processes, systems, marketing calendars, operations manuals and procedures, other manuals containing applicable policies and procedures, supplier lists, data, studies, analyses, technology, inventions, standards and specifications.

Trademarks:

1. MI COCINA (in Class 42)
2. Mi Cocina & Design
3. Mi Cocina (Stylized)
4. Taco Diner & Design
5. M CROWD
6. BARUMBA
7. TACO DINER
8. 3RD FLOOR
9. 3rd Floor & Design
10. Barumba Latin Lounge & Design
11. 6 Seisegundos
12. 6 Seisegundos & Design

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
Schedule 1: Assigned Trademarks

TRADEMARK
REEL: 008192 FRAME: 0229

13. M Crowd Restaurant Group & Design
14. THE MERCURY GRILL
15. The Mercury Grill & Design
16. M
17. MAMBO TAXI (in Class 43)
18. MAMBO TAXI (in Class 33)
19. Tacos Mariachi
20. Tacos Mariachi & Design
21. MI COCINA (in Class 29)
22. MI COCINA (in Class 30)

Trade Secrets: All recipes, formulae and mixing instructions held by Mi Cocina, Ltd., Taco Diner, LLC and Mercury Grill, Ltd.