

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spyhouse Coffee Shop - East Isles, Inc.		07/16/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Spyhouse Coffee Holdings, LLC		
Street Address:	1010 Dale St N		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55117		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5408351	SPYGIRL	
Registration Number:	5473126	ORION	
Registration Number:	5473127	SPYHOUSE	
Registration Number:	6399456	CAMELLA	
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:	8163604168		
Email:	uspt@polsinelli.com		
Correspondent Name:	Michael Williamson		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	110547-676478		
NAME OF SUBMITTER:	Tammy L. Bunch, Paralegal Polsinelli PC		
SIGNATURE:	/Tammy L. Bunch/		
DATE SIGNED:	10/13/2023		
Total Attachments: 5			
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Assignment of Trademarks and Related Rights

This ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS is made as of July 16, 2021, by and among Spyhouse Coffee Company, a Minnesota corporation (“*Company*”); Spyhouse Coffee Roasting Co, a Minnesota corporation (“*Roasting*”); The Spyhouse Espresso Bar and Gallery, Corporation, a Minnesota corporation (“*Espresso*”); and Spyhouse Coffee Shop - East Isles, Inc., a Minnesota corporation (“*East Isles*” and with Company, Roasting and Espresso, each, an “*Assignor*” and, collectively, the “*Assignors*”), and Spyhouse Coffee Holdings, LLC, a Minnesota limited liability company (“*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

Assignee and Assignors are parties to an Asset Purchase Agreement (the “*Agreement*”) dated as of the same date as this Assignment of Trademarks and Related Rights, pursuant to which Assignors have agreed to sell to Assignee and Assignee has agreed to buy from Assignors the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignors as used or held for use in connection with the Business (as defined in the Agreement). Pursuant to the Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept and acquire the transfer and assignment of, all of Assignors’ worldwide right, title and interest in, to and under Assignors’ registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “*Marks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Agreement and subject to the terms and conditions therein, the parties hereby agree as follows:

1. Assignors hereby transfer and assign to Assignee, and Assignee’s successors and assigns, and Assignee hereby accepts and acquires the transfer and assignment of, all of Assignors’ right, title and interest in, to and under the Marks, together with all goodwill of the business associated therewith and which is symbolized thereby, and together with that part of the business to which the Marks pertain, and including the right to claims of past, present, and future infringement of any Mark and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and remedies arising from any such infringement, for all territories in the world in perpetuity, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment of Trademarks and Related Rights not been made.

2. Assignors will sign all necessary papers and do all lawful acts reasonably requisite to effect the terms of this Assignment of Trademarks and Related Rights, without further compensation, but at the expense of the Assignee or its successors and assigns.

3. This Assignment of Trademarks and Related Rights is executed for the purpose of evidencing and confirming the transfer of the Marks from Assignor to Assignee as provided in the

Agreement. Nothing contained in this Assignment of Trademarks and Related Rights is intended to modify any of the provisions of the Agreement as they relate to the Marks, including any of the representations, warranties, covenants or indemnities set forth in the Agreement. In the event of any conflict between this Assignment of Trademarks and Related Rights and the Agreement, the Agreement controls.

4. This Assignment of Trademarks and Related Rights may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment of Trademarks and Related Rights by facsimile or other electronic transmission shall be as effective as delivery of a manually executed signature page.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks and Related Rights shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has or has caused its duly authorized officer to execute this Assignment of Trademarks and Related Rights as of the date first written above.

ASSIGNORS:

SPYHOUSE COFFEE COMPANY

By: T.C.J.
Name: Todd Christian Johnson
Title: President

SPYHOUSE COFFEE ROASTING CO

By: T.C.J.
Name: Todd Christian Johnson
Title: Chief Executive Officer

THE SPYHOUSE ESPRESSO BAR AND GALLERY, CORPORATION

By: T.C.J.
Name: Todd Christian Johnson
Title: President

SPYHOUSE COFFEE SHOP - EAST ISLES, INC.

By: T.C.J.
Name: Todd Christian Johnson
Title: President

ASSIGNEE:

SPYHOUSE COFFEE HOLDINGS, LLC

By: _____
Name: Dan Trott
Title: Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has or has caused its duly authorized officer to execute this Assignment of Trademarks and Related Rights as of the date first written above.

ASSIGNORS:

SPYHOUSE COFFEE COMPANY

By: _____
Name: Todd Christian Johnson
Title: President

SPYHOUSE COFFEE ROASTING CO

By: _____
Name: Todd Christian Johnson
Title: Chief Executive Officer

THE SPYHOUSE ESPRESSO BAR AND GALLERY, CORPORATION


By: _____
Name: Todd Christian Johnson
Title: President

SPYHOUSE COFFEE SHOP - EAST ISLES, INC.

By: _____
Name: Todd Christian Johnson
Title: President

ASSIGNEE:

SPYHOUSE COFFEE HOLDINGS, LLC

By:  _____
Name: Dan Trott
Title: Chief Executive Officer

SCHEDULE A

I. FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

Trademark / Tradename	Reg. / Serial No.	Owner
Spyhouse	87423219	Spyhouse Coffee Shop – East Isles, Inc.
The Spyhouse Espresso Bar and Gallery	78083709	Spyhouse Coffee Shop – East Isles, Inc.
Spygirl	87120093	Spyhouse Coffee Shop – East Isles, Inc.
The Spyhouse (MN Trademark – Sv.Mark)	30159	Spyhouse Coffee Shop – East Isles, Inc.
Caramella	88725424	Spyhouse Coffee Shop – East Isles, Inc.
Orion	87423137	Spyhouse Coffee Shop – East Isles, Inc.

SPYHOUSE
COFFEE ROASTERS