

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/13/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Water Street Restaurants Group LLC		11/21/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	U4IA Hospitality, Inc.		
Street Address:	13136 Drumcliffe Path		
City:	Rosemount		
State/Country:	MINNESOTA		
Postal Code:	55068		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5332319	LAGO TACOS	
Registration Number:	5332322	LAGO TACOS	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	2158648352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael S Shore		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Michael S. Shore		
SIGNATURE:	/Michael S. Shore/		
DATE SIGNED:	11/27/2023		
Total Attachments: 3			
source=Lago Assignment of Trademarks v2 - Executed 11-21-2023#page1.tif			
source=Lago Assignment of Trademarks v2 - Executed 11-21-2023#page2.tif			

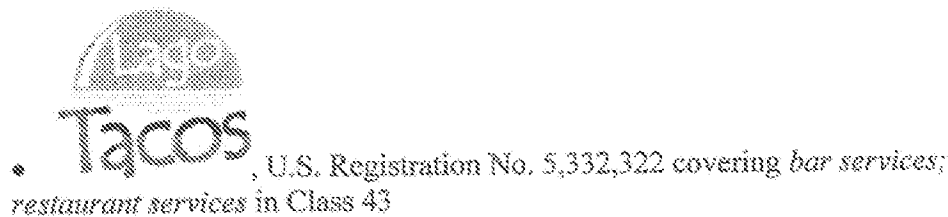
CH \$65.00 5332319

NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This *NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS* (the "Trademark Assignment") is entered into by and between Water Street Restaurants Group LLC, a Minnesota limited liability company ("Assignor") and U4IA Hospitality, Inc., a Minnesota corporation ("Assignee"). Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of all right, title and interest in and to the following trademark registrations:

- LAGO TACOS, U.S. Registration No. 5,332,319 covering *bar services; restaurant services* in Class 43



together with all worldwide common law rights associated with the subject marks and the goodwill of the business connected with and symbolized by the marks (the "Marks");

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Marks;

WHEREAS, Assignor intended to assign to Assignee all right, title, and interest in and to the Marks as of March 13, 2023;

WHEREAS, Assignor now wishes to confirm and memorialize the assignment of the Marks to Assignee;

NOW, THEREFORE, the Parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, assigns, and transfers to Assignee, its successors, assigns and legal representatives, *nunc pro tunc* as of March 13, 2023, the entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks. Assignor also assigns unto Assignee any and all claims and causes of action, with respect to any of the Marks, 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 Trademark Assignment upon request by Assignee. Following the Effective Date, 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 necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

3. **Counterparts.** This Trademark 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 Trademark 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 Trademark Assignment.

4. **Successors and Assigns.** This Trademark 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 Trademark 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 Trademark 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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Signature Page Follows]

IN WITNESS THEREOF, and intending to be legally bound, the Parties have executed this Trademark Assignment.

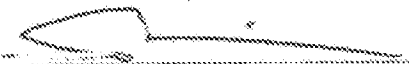
ASSIGNOR:

WATER STREET RESTAURANTS GROUP LLC

By: 
Name: JEFF PETRICH
Title: Owner
Date: November 21, 2023

ASSIGNEE:

U4IA HOSPITALITY, INC.

By: 
Name: TOM FERRY
Title: Owner
Date: November 21, 2023

TRADEMARK