

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Spyhouse Espresso Bar and Gallery		01/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Spyhouse Coffee Shop - East Isles, Inc.		
Street Address:	800 Washington Ave. N. #620		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78083709	THE SPYHOUSE ESPRESSO BAR AND GALLERY	
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:	612-877-8411		
Email:	jrs@jwcolaw.com		
Correspondent Name:	Jon Steckler		
Address Line 1:	800 Washington Ave. N. #620		
Address Line 4:	Minneapolis, MINNESOTA 55401		
NAME OF SUBMITTER:	Jon Steckler		
SIGNATURE:	/s/ Jon Steckler		
DATE SIGNED:	12/22/2020		
Total Attachments: 3			
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source=8. Assignment of SEBG Trademark -- to Isles#page3.tif			

OP \$40.00 78083709

Assignment of Trademark

This Trademark Assignment ("Assignment") is made and entered into on December 11, 2019, and is effective as of January 1, 2020 ("Effective Date"), by and between The Spyhouse Espresso Bar and Gallery ("Assignor") and Spyhouse Coffee Shop East Isles, Inc. ("Assignee").

Recitals

1. The Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations (collectively "Trademarks") as set forth in Exhibit A attached hereto; and
2. The Assignee desires to purchase or acquire, and Assignor desires to sell and transfer, the Assignor's right, title, and interest in and to the Trademarks; and
3. The Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Assignment.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, including, without limitation, the ongoing and existing portion of Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to, upon the request and at the expense of the Assignee: (a) cooperate with the Assignee in protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee may lawfully and reasonably request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. Warranty.

Assignor warrants that Assignor is the legal owner of all right, title and interest in and to the Trademarks, and that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not, to Assignor's knowledge, infringe on the rights of any person.

3. Governing Law.

This Assignment is governed by, and shall be construed in accordance with, the laws of the State of Minnesota. Any action arising hereunder shall be venued in a court of competent jurisdiction within the State of Minnesota.

4. Entire Agreement.

This Assignment constitutes the sole agreement of the parties hereto and supersedes all other oral negotiations and prior writings with respect to the subject matter hereof.

5. Severability.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree that the remainder of the Assignment shall remain in full force and effect so as to accomplish the purpose hereof.

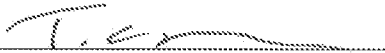
6. Advice of Counsel.

Each party hereto acknowledges that in executing this Assignment such party has had the opportunity to seek the advice of independent legal counsel, and has read and understands all of the terms herein. This Assignment will not be construed against any party by reason of the drafting or preparation hereof.

In witness hereof, the Assignor and Assignee have executed this Agreement as of the date stated above.

Assignor

The Spyhouse Espresso Bar and Gallery


T. Christian Johnson
Its: Owner / President

Assignee

Spyhouse Coffee Shop East Isles, Inc.



T. Christian Johnson
Its: Owner / President

EXHIBIT A

Mark: THE SPYHOUSE ESPRESSO BAR AND GALLERY (Typed Drawing)

Trademark Serial Number: 78083709

Registration No.: 2578887

Mark: THE SPYHOUSE (Minnesota Trademark – Service Mark)

File Number: 30159