

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720700

| | | | |
|---|--|---|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barrio Culinary Concepts, LLC | | 04/11/2022 | Limited Liability Company: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | BQ Concepts LLC | | |
| Street Address: | 12701 Whitewater Drive, Suite 100 | | |
| City: | Minnetonka | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55343 | | |
| Entity Type: | Limited Liability Company: ARIZONA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4314150 | BARRIO QUEEN COMIDA A TODA MADRE | |
| Registration Number: | 4747891 | BARRIO QUEEN | |
| Registration Number: | 5620997 | BARRIO QUEEN COMIDA A TODA MADRE | |
| Serial Number: | 90133104 | BARRIO QUEEN EST 2011 B Q RESTAURANTE Y | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6126324444 | | |
| <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: | 6126323271 | | |
| Email: | trademark@lathrogpm.com | | |
| Correspondent Name: | Cheryl Johnson | | |
| Address Line 1: | 500 IDS Center, 80 South 8th Street | | |
| Address Line 2: | Lathrop GPM LLP | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Cheryl Johnson | | |
| SIGNATURE: | /Cheryl Johnson/ | | |
| DATE SIGNED: | 04/12/2022 | | |
| Total Attachments: 6 source=BQueen#page1.tif | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of April 11, 2022, is made by L & S CULINARY CONCEPTS, LLC, an Arizona limited liability company, BARRIO CULINARY CONCEPTS, LLC, an Arizona limited liability company, BCC DESERT RIDGE, LLC, an Arizona limited liability company, BCC TEMPE MARKET PLACE, LLC, an Arizona limited liability company, BCC QUEEN CREEK MARKET PLACE, LLC, an Arizona limited liability company, BCC HERITAGE MARKET PLACE, LLC, an Arizona limited liability company, BCC-GLENDALE, LLC, an Arizona limited liability company, BCC-AVONDALE PARK 10, LLC, an Arizona limited liability company, BCC PRASADA WEST, LLC, an Arizona limited liability, and Linda Nash, an Arizona resident (collectively and severally, “**Seller**”), located at 5220 N. Casa Blanca Dr., Paradise Valley AZ, 85253, in favor of BQ CONCEPTS LLC, an Arizona limited liability company (“**Buyer**”), located at 12701 Whitewater Drive, Suite 100, Minnetonka, MN 545343, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller and the other parties thereto, dated as of March 10, 2022 (as amended in accordance with its terms, the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions; NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(c) all rights of any kind whatsoever of Seller 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

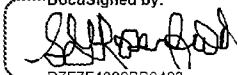
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

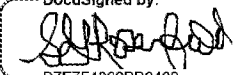
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

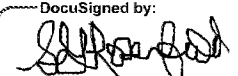
[SIGNATURE PAGE FOLLOWS]

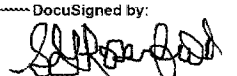
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

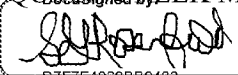
SELLER:

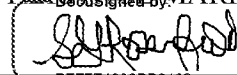
L & S CULINARY CONCEPTS, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

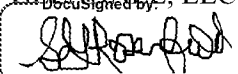
BARRIO CULINARY CONCEPTS, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

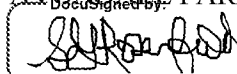
BCC DESERT RIDGE, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

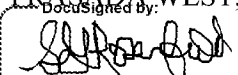
BCC TEMPE MARKET PLACE, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

BCC QUEEN CREEK MARKET PLACE, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

BCC HERITAGE MARKET PLACE, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

BCC-GLENDALE, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

BCC-AVONDALE PARK 10, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

BCC-PRASADA WEST, LLC
DocuSigned by:
By 
Name: Steven G. Rosenfield
Title: President

By: _____
Name: Linda Nash
Title: Principal

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

L & S CULINARY CONCEPTS, LLC

By _____
Name: Steven G. Rosenfield
Title: President

BARRIO CULINARY CONCEPTS, LLC

By _____
Name: Steven G. Rosenfield
Title: President

BCC DESERT RIDGE, LLC

By _____
Name: Steven G. Rosenfield
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BCC-AVONDALE PARK 10, LLC



By _____
Name: Steven G. Rosenfield
Title: President

BCC-PRASADA WEST, LLC


By _____
Name: Steven G. Rosenfield
Title: President

DocuSigned by:
BY: Linda Nash
Name: Linda Nash
Title: Principal

SCHEDULE 1**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademark Registrations**

| Mark | Jurisdiction | Registration Number | Registration Date |
|--|---------------------|----------------------------|--------------------------|
|  | USA | 4314150 | April 2, 2013 |
| BARRIO QUEEN | USA | 4747891 | June 2, 2015 |
|  | USA | 5620997 | December 4, 2018 |

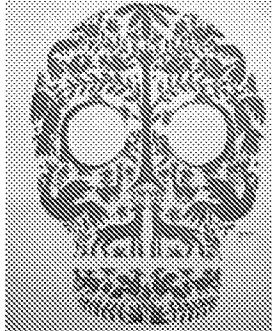

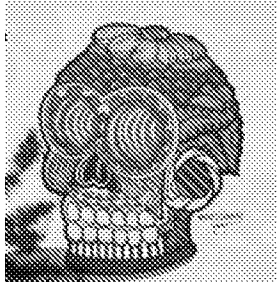
Trademark Applications

| Mark | Jurisdiction | ITU Status | Application Serial Number | Filing Date |
|---|---------------------|-------------------------------|----------------------------------|--------------------|
|  | USA | ITU; Published 3/8/2022 | 90133104 | August 24, 2020 |

SCHEDULE 2

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

| Title | Jurisdiction | Registration Number | Registration Date |
|--|--------------|---------------------|-------------------|
| Skull Design  | USA | VA 2-279-459 | November 17, 2021 |
| DESERT RIDGE LORENA QUEEN  | USA | VA 2-290-579 | February 9, 2022 |
| BARRIO QUEEN MURAL SKULL  | USA | VA 2-290-584 | February 9, 2022 |

Copyright Applications

None