

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Azzure Mar Products, LLC		06/09/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Supreme Crab & Seafood, Inc.		
Street Address:	1625 N. Commerce Parkway		
Internal Address:	Suite 325		
City:	Weston		
State/Country:	FLORIDA		
Postal Code:	33326		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6293160	Z MARAZZURE	
CORRESPONDENCE DATA			
Fax Number:	4078412343		
<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:	407-841-2330		
Email:	aimber@allendyer.com		
Correspondent Name:	Allison R. Imber		
Address Line 1:	255 S. Orange Avenue		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Allison R. Imber		
SIGNATURE:	/Allison R. Imber/		
DATE SIGNED:	06/09/2021		
Total Attachments: 3			
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OP \$40.00 6293160


TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT

THIS AGREEMENT is made as of the date of the last signature below (the "Effective Date") by and between Azzure Mar Products, LLC, a Florida limited liability company with an address of 1505 Sombrero Blvd., Apt. 302, Marathon, Florida 33050 ("Seller") and Supreme Crab & Seafood, Inc., a Florida corporation with the address of 1625 N. Commerce Parkway, Suite 325, Weston, Florida 33326 ("Buyer"). Seller and Buyer are sometimes referred to herein individually as "party" and collectively as "parties."

WITNESSETH:

WHEREAS, Seller is the owner of the marks MARAZZURE, Z MARAZZURE, Z, 

 | MARAZZURE | as used on seafood, as well as U.S. Trademark Registration

No. 6,293,160 (the "Registration") for the mark  as used on "Crabs, not live; Fish fillets; Frozen seafood; Lobsters, not live" (collectively, the "Marks");

WHEREAS, Buyer desires to purchase the Marks, as well as the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

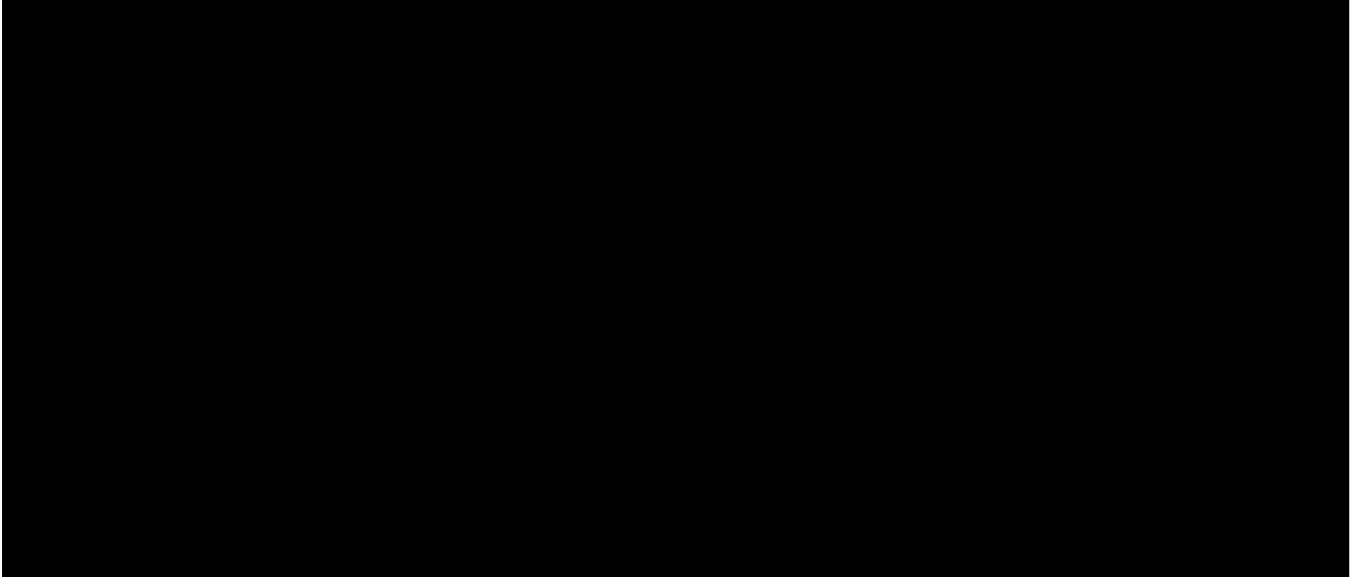
1. ASSIGNMENT

Seller hereby irrevocably sells, assigns, and transfers to Buyer all of Seller's right, title, and interest in and to the Marks, including but not limited to the goodwill therein, as well as all trademarks, trade names, trade dress, service marks, copyrights, intellectual property rights and accrued causes of action and damages therefor (the "Assets"), free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions, and encumbrances of any nature whatsoever.

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2. CONSIDERATION

A. The total consideration to be paid by Buyer to Seller for the Assets is the following:



3. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to and agrees with Buyer as follows: 1) Seller has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated herein; 2) this Agreement has been duly authorized, executed, and delivered by Seller and constitutes the legal, valid and binding obligation of Seller; 3) Seller has good, valid, and marketable title to, valid leasehold interests in, and/or valid licenses to use, all of the Assets, free and clear of all liens, pledges, mortgages, security interests, claims or encumbrances of any nature whatsoever; 4) Seller is the owner of the Marks and, to the best of Seller's knowledge, the Marks do not infringe any valid right of any third party; 5) there are no disputes, claims, actions, suits, arbitral proceedings, or investigations pending or, to Seller's knowledge, threatened against or affecting the Assets; 6) Seller does not have any knowledge of any state of facts that might reasonably form the basis of any claim, liability, or litigation against Buyer based on or otherwise affecting the Assets; and 7) the Registration is valid and enforceable.

4. SELLER'S INDEMNIFICATION OF BUYER

Seller shall indemnify, defend, and hold harmless Buyer, as well as Buyer's investors, officers, directors, affiliates, licensors, licensees, consultants, contractors, agents, and employees, from and against any liabilities, losses, damages, costs, expenses, and reasonable attorneys' fees and costs, incurred by any of them resulting from, arising out of, or in connection with: (a) claims of infringement or violation of any rights of a third party, including but not limited to intellectual property rights, based on the Marks; and/or (b) any breach or alleged breach of any of Seller's agreements or representations and warranties herein.

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5. JURISDICTION/DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Florida, United States of America. All disputes under this Agreement shall be resolved by litigation in the courts of Broward County, Florida, including the federal courts therein, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

6. MISCELLANEOUS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors, and assigns, if any, pursuant to the terms of this Agreement. This Agreement may be executed electronically and/or in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Azzure Mar Products, LLC

Supreme Crab & Seafood, Inc.

By: [Signature]

By: [Signature]

Name: Jeffrey Mendenhall

Name: William A. WALTON

Title: MEMBER

Title: CEO

Date: 6/9/21

Date: 6-9-21