

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JM Productions LLC, d/b/a JM Associates, LLC		05/02/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SPANISH FLY ENTERPRISES, INC.		
Street Address:	1009 Niles Road		
City:	Summerland Key		
State/Country:	FLORIDA		
Postal Code:	33042		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4328404	SPANISH FLY	
Registration Number:	4328405	SPANISH FLY	
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:	954-533-1733		
Email:	icohen@ictrademarksandcopyrights.com		
Correspondent Name:	IRA COHEN, ESQ.		
Address Line 1:	1730 MAIN STREET		
Address Line 2:	STE 228		
Address Line 4:	WESTON, FLORIDA 33326		
NAME OF SUBMITTER:	IRA COHEN, ESQ.		
SIGNATURE:	/Ira Cohen/		
DATE SIGNED:	05/30/2023		
Total Attachments: 5			
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TRADEMARKS ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is by and between JM Productions LLC, d/b/a JM Associates, LLC ("ASSIGNOR"), located at 1200 South Scott Street, Little Rock, ARK, 72202 and SPANISH FLY ENTERPRISES, INC. ("ASSIGNEE"), a Florida corporation, with an address of 1009 Niles Road, Summerland Key, FL 33042 (collectively, the "Parties") and is effective as of May 2, 2023 (the "Effective Date").

WHEREAS, ASSIGNOR is the co-owner and Registrant of certain registered Trademarks, as identified in Schedule A hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Assignor is desirous of assigning all of its rights in and to the Trademarks to Assignee.

In consideration of the foregoing and for Ten Dollars (\$10.00) (U.S.), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Trademarks Assignment.** Assignor irrevocably assigns, grants, and transfers to Assignee, all of Assignor's worldwide right, title, and interest in and to the Trademarks, including any and all common law rights that may exist in the Trademarks, and any Trademarks Registrations and applications that may exist covering the Trademarks, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment").
2. **Perfection of Ownership.** To the extent that Assignee is seeking to perfect the ownership of the Trademarks, and Assignor's ownership of the Trademarks has not been perfected by the Effective Date, Assignor agrees to promptly assign any and all of its rights in and to ownership of the Trademarks to Assignee, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Assignor further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks including, but not limited to, the preparation and submission of formal Assignment documents.
3. **Authorization.** Assignor hereby authorizes the USPTO, and any official of any other country empowered to issue Trademark registrations, to record this Assignment, and to issue or transfer said Trademarks, or interests therein, to Assignee, by means of formal Assignments, as owner of all right, title, and interest therein, or as Assignee may direct, in accordance with the terms of the Assignment(s).

4. Execution and Delivery. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form, Assignments, or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title, and interest in and to the Trademarks (including any common law rights and goodwill that may exist in the Trademarks) and to protect and enforce the Trademarks.
5. Representations and Warranties. Assignor represents and warrants that Assignor has the full right to convey the entire right, title, and interest herein assigned (including any common law rights and goodwill that may exist in the Trademarks), and that Assignor will not take any action, use any Trademarks, or execute any instrument or grant or transfer any rights, title, or interests inconsistent with the rights, title, and interests assigned herein.
6. Warranty Disclaimer. ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.
7. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. Miscellaneous.
 - a. Independent Contractors. The Parties hereto are independent contractors and are not partners, and neither party has any right or authority to bind the other in any way.
 - b. Assignment. Assignee may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party.
 - c. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth above.
 - d. Modification and Waiver. The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement

must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

- e. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Florida, and federal law, without regard to the conflicts of law provisions thereof.
- f. Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede, or modify any provisions of this Agreement.
- g. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- h. Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.
- i. Non-Exclusive Remedies. The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies, and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.
- j. Each party represents and warrants that it has full right, power, and authority to enter into this Agreement and perform all of its obligations hereunder.
- k. Assignor shall indemnify, defend, and hold harmless Assignee and its Affiliates and its agents, shareholders, officers, directors, members, Attorneys, and employees (collectively, the "Indemnified Parties") from any and all claims, damages, lawsuits, liabilities, attorneys' fees, costs, disbursements, and expenses which may be imposed or sought to be imposed upon it or them by virtue of any representation, act or agency, made by or on the part of Assignor or its agents or employees.
- l. Assignee shall indemnify, defend, and hold harmless Assignor and its Affiliates and its agents, shareholders, officers, directors, members, Attorneys, and employees (collectively, the "Indemnified Parties") from any and all claims, damages, lawsuits, liabilities, attorneys' fees, costs, disbursements, and expenses which may be imposed or sought to be imposed upon it or them by virtue of any representation, act or agency, made by or on the part of Assignee or its agents or employees.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their authorized representatives.

ASSIGNOR:

JM Productions, LLC, d/b/a JM Associates LLC
A Delaware limited liability company

By: 

Name:

Title: Authorized Representative

Dated: May 2, 2023

ASSIGNEE:

SPANISH FLY ENTERPRISES, INC.
A Fla. corporation

By: 

Name: Kristin Wejbe

Title: President

Dated: May 3, 2023

SCHEDULE A

U.S. TRADEMARK REG. NO.: 4,328,404

MARK: Spanish Fly, Plus Design

CLASS: 41

ISSUED: 04/30/2013

U.S. TRADEMARK REG. NO.: 4,328,405

MARK: SPANISH FLY

CLASS: 41

ISSUED: 04/30/2013