

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon Entertainment Group, LLC		01/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Paragon Eminem, LLC		
Street Address:	3984 WEST HILLSBORO BLVD		
City:	Deerfield Beach		
State/Country:	FLORIDA		
Postal Code:	33442		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86054548	MY PI	
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:	561-860-0654		
Email:	allen@afbip.com		
Correspondent Name:	Allen F. Bennett		
Address Line 1:	531 N Ocean Blvd		
Address Line 2:	905		
Address Line 4:	Pompano Beach, FLORIDA 33062		
ATTORNEY DOCKET NUMBER:	MYPIASSIGNMENT		
NAME OF SUBMITTER:	Allen F. Bennett		
SIGNATURE:	/Allen F. Bennet/		
DATE SIGNED:	02/03/2015		
Total Attachments: 9			
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ABSOLUTE ASSIGNMENT OF TRADEMARK AND INTELLECTUAL PROPERTY RIGHTS

This Absolute Assignment of Trademark and Intellectual Property Rights ("Assignment") is made effective as of January 14, 2014 (the "Closing Date"), by Paragon Entertainment Group, LLC, a Delaware limited liability company ("Assignor") in favor of Paragon Eminem, LLC., a Florida limited liability company ("Assignee").

PREAMBLE

WHEREAS, the Assignor was formed as a Delaware limited Liability Company on October 19, 2011;

WHEREAS, pursuant to that certain Purchase Agreement, dated as of December 13, 2013 (the "Purchase Agreement"), Assignee sold to Assignor its thirty-three and three tenths percent (33.3%) interest in Assignor (the "Membership Interest") to Florida Cinema Management Inc., a Delaware corporation ("FCM");

WHEREAS, pursuant to the Purchase Agreement, Assignor desires by this Assignment to assign and transfer to the Assignee all of the Assignor's rights, title and interest in the *My Pi* Trademark, as defined herein and the Assignee desires by this Assignment to accept the same; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor shall also convey to Assignee absolute and complete legal title and ownership to the Website Property, as defined herein.

NOW, THEREFORE, in consideration of the foregoing background, the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The background recitals set forth in the Preamble are incorporated herein and are a part of this Assignment.

2. **ASSIGNMENT OF THE TRADEMARK.** Assignor is currently using and has applied for a federal trademark registration with the United States Patent and Trademark Office for MY PI & Design under application serial number 86/054,548 (the "My Pi Trademark"). The My Pi Trademark is shown in Schedule A attached hereto. Assignor does hereby assign unto Assignee all right title, title and interest in and to the My Pi Trademark, together with the entire goodwill of the business symbolized by the My Pi Trademark, any common law rights, and the above-identified application thereof, including the right to sue and recover damages for past, present, and future infringements.

3. **ASSIGNMENT OF DOMAIN NAME.** Assignor does hereby assign unto Assignee all right title, title and in and to the *mypipizza.com* domain name and domain name registration

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(hereinafter the "**Domain Name My Pi**") and the associated website content (hereinafter the "**Website**") along with all registrations, designs, graphics, content, programming, database, email lists, forms, internal search engines and advertisements on or of the Website wherever they exist; and all internet traffic to the Domain Name My Pi (collectively hereinafter referred hereto as the "**Website Property**"). The Website Property and My Pi Trademark are hereinafter collectively referred to as the "**Intellectual Property**".

4. **ASSUMPTION.** Assignee hereby accepts the assignment of the Intellectual Property and assumes all of the obligations and liabilities of the Assignor related to the Intellectual Property.

5. MISCELLANEOUS.

5.1. **Effectiveness and Counterparts.** This Assignment shall become effective on and only on its execution and delivery by Assignor and Assignee. This Assignment may be executed by way of Portable Data Format (PDF) and electronic transmission which shall be given the same full force and effect as an original signature. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

5.2. **Definitions and Headings.** All capitalized terms not otherwise defined herein, shall have the meaning ascribed to such term in the Purchase Agreement. The headings of the sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

5.3. **Construction.** As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such section, subsection, paragraph, or subparagraph of this Assignment.

5.4. **Assignment.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

5.5. **Severability.** No determination by any court, governmental body or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by law and shall be construed wherever possible as being consistent with applicable law.

5.6. Further Assurances. The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments, including without limitation any forms or documents requested by the United States Patent and Trademark Office, domain registrar or any internet hosting service and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the Closing Date.

(ASSIGNOR)

**PARAGON ENTERTAINMENT GROUP, LLC., a
Delaware limited liability company**

By: 

Adrián Mijares Elizondo, Manager

(ASSIGNEE)

**PARAGON EMINEM, LLC., a Florida limited
liability company**

By: _____
Michael F. Whalen, Jr., Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the Closing Date.


(ASSIGNOR)

**PARAGON ENTERTAINMENT GROUP, LLC., a
Delaware limited liability company**

By: _____
Adrián Mijares Elizondo, Manager

(ASSIGNEE)

**PARAGON EMINEM, LLC., a Florida limited
liability company**

By:  _____
Michael F. Whalen, Jr., Manager

STATE OF California)
) SS:
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 10 day of January, 2014, by Adrián Mijares Elizondo, as Managing Member of Paragon Entertainment Group, LLC., a Delaware limited liability company. He is (check one) ___ personally known to me or has produced his California Driver's License as identification and has the authority to bind the company.



Isabel R. Garcia
STATE OF California

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of January, 2014, by Michael F. Whalen, Jr as Managing Member of Paragon Eminem, LLC., a Florida limited liability company. He is (check one) ___ personally known to me or ___ has produced _____ as identification and has the authority to bind the company.

STATE OF _____

STATE OF _____)
) SS:
COUNTY OF _____)


The foregoing instrument was acknowledged before me this ____ day of January, 2014, by Adrián Mijares Elizondo, as Managing Member of Paragon Entertainment Group, LLC., a Delaware limited liability company. He is (check one) ____ personally known to me or ____ has produced _____ as identification and has the authority to bind the company.

STATE OF _____

STATE OF Florida)
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 14th day of January, 2014, by Michael F. Whalen, Jr as Managing Member of Paragon Eminem, LLC., a Florida limited liability company. He is (check one) ____ personally known to me or X has produced DL# W450546 05 414-0 as identification and has the authority to bind the company.

Jacqueline C. Camacho
STATE OF Florida

 JACQUELINE C. CAMACHO
Notary Public, State of Florida
Commission #FF050508
My Commission Expires Sep. 02, 2017

SCHEDULE A
The My Pi Trademark

