

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504524

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daniel H. Shooster		10/23/2018	INDIVIDUAL:
Chester Brothers, LLC		10/23/2018	Corporation* FLORIDA
* Limited liability company EHS			
RECEIVING PARTY DATA			
Name:	Festival Business, LLC		
Street Address:	696 NE 125th Street		
City:	North Miami		
State/Country:	FLORIDA		
Postal Code:	33161		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3215425	FESTIVAL MARKETPLACE MALL	
Registration Number:	3217534	FESTIVAL MARKETPLACE MALL	
Registration Number:	2827388	FESTIVAL MARKETPLACE	
Registration Number:	2740021	FESTIVAL MARKETPLACE, AMERICA'S FAVORITE	
Registration Number:	2739990	FESTIVAL MARKETPLACE AMERICA'S FAVORITE	
Registration Number:	2908887	FESTIVAL GRAND MARKETPLACE	
Registration Number:	2464459	FESTIVAL GRAND MARKETPLACE	
Registration Number:	2380891	FESTIVAL MARKETPLACE	
Registration Number:	2361166	FESTIVAL MARKETPLACE MALL	
Registration Number:	2229205	FESTIVAL MARKETPLACE	
Registration Number:	3215427	FESTIVAL MARKETPLACE	
CORRESPONDENCE DATA			
Fax Number:	3059812777		
<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:	3058939955		
Email:	elsa.shum@imcequitygroup.com		
Correspondent Name:	Elsa H. Shum, Esq.		
Address Line 1:	696 NE 125th Street		

OP. \$290.00 3215425

Address Line 4: North Miami, FLORIDA 33161

NAME OF SUBMITTER: Elsa H. Shum

SIGNATURE: /Elsa H. Shum/

DATE SIGNED: 01/04/2019

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Agreement"), dated as of October 23, 2018 (the "Effective Date"), is entered into by Daniel H. Shooster, an individual ("Shooster"), and Chester Brothers, LLC, a Florida limited liability company (together, with Shooster, each, an "Assignor"), in favor of Festival Business, LLC, a Florida limited liability company ("Assignee"). Each Assignor and Assignee are sometimes referred to in this Agreement as each a "Party". Each Assignor and Assignee are sometimes referred to in this Agreement as, collectively, the "Parties".

RECITALS:

- A. Each Assignor is the owner (as applicable) of each of the trademarks set forth on Schedule A to this Agreement (each, a "Trademark" and, collectively, the "Trademarks"). Schedule A also sets forth the registration number of each such Trademark.
- B. Each Assignor has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of \$1.00, and other good and valuable consideration, the receipt and adequacy of which consideration are hereby conclusively acknowledged, each Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignment. Each Assignor hereby irrevocably conveys, transfers and assigns to Assignee (including all of Assignee's successors, assigns, heirs and administrators) all of such Assignor's right, title and interest in and to the Trademarks, together with (x) the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and (y) all of such Assignor's right, title and interest in and to each of the following:

(a) all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of, or which may evolve from, each Trademark;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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.

For the avoidance of doubt, and without limiting the foregoing, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee (including all of Assignee's successors, assigns, heirs and administrators) all of such Assignor's right, title and interest in and to the Trademarks in all foreign countries, and all applications for any and/or all Trademarks in foreign countries and all registrations,

issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of, or which may evolve from, any and/or all Trademarks, including, without limitation, the right to claim International Convention priority.

2. Recordation. Each Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon reasonable request of Assignee.

3. Additional Acts by Each Assignor. From time to time after the Effective Date, each Assignor will execute and deliver to Assignee such additional documents, instruments, transfers, conveyances, assignments and assurances, take such further actions as may be reasonably necessary to convey and transfer full right, title and interest to Assignee, vest in Assignee, and place Assignee in legal and actual possession of, each Trademark.

4. Electronic Delivery. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg, or similar attachment to an electronic mail message (any such delivery, an "Electronic Delivery"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version of this Agreement delivered in person. No Party will raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

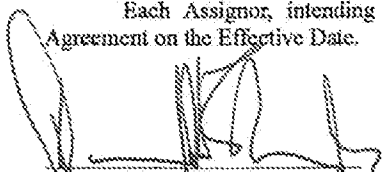
[SIGNATURES ON THE FOLLOWING PAGE]

possession of, each trademark.

4. Electronic Delivery. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg, or similar attachment to an electronic mail message (any such delivery, an "Electronic Delivery"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version of this Agreement delivered in person. No Party will raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURES ON THE FOLLOWING PAGE]

Each Assignor, intending to be legally bound by this Agreement, has duly executed this Agreement on the Effective Date.


DANIEL H. SHOOSTER

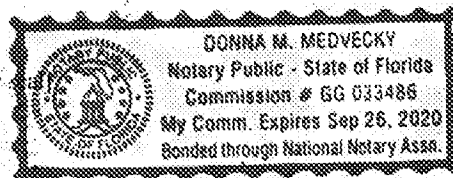
STATE OF Florida)

) ss:
COUNTY OF Broward)

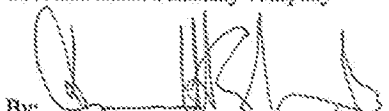
On this 23RD day of October, 2018, before me personally DANIEL H. SHOOSTER, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.


Notary Public

[affix notary stamp and notary



CHESTER BROTHERS, L.L.C.
a Florida limited liability company

By: 
Name: Daniel H. Shooster
Title: President

Each Assignor, intending to be legally bound by this Agreement, has duly executed this Agreement on the Effective Date.

_____ *See previous page*
DANIEL H. SHOOSTER

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2018, before me personally DANIEL H. SHOOSTER, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

Notary Public

[affix notary stamp and notary seal]

CHESTER BROTHERS, LLC,
a Florida limited liability company

By: _____
Name:
Title:

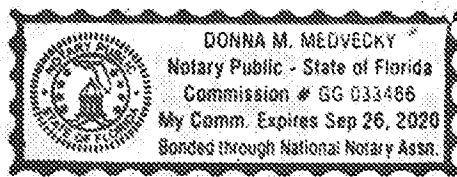
STATE OF FLORIDA)
) ss:
COUNTY OF BLOWARD)

On this 23RD day of October, 2018, before me personally came Daniel H. Shooster the President of CHESTER BROTHERS, LLC, a Florida limited liability company, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

Donna M. Medvecky

Notary Public

[affix notary stamp and notary seal]



SCHEDULE A

TRADEMARKS

1. "FESTIVAL MARKETPLACE MALL" as reflected in the United States Patent and Trademark Office ("USPTO") under U.S. Trademark Registration No. 3215425
2. "FESTIVAL MARKETPLACE MALL" as reflected in the USPTO under U.S. Trademark Registration No. 3217534
3. "FESTIVAL MARKETPLACE" as reflected in the USPTO under U.S. Trademark Registration No. 3215427
4. "FESTIVAL MARKETPLACE" as reflected in the USPTO under U.S. Trademark Registration No. 2827388
5. "FESTIVAL MARKETPLACE, AMERICA'S FAVORITE MARKETPLACE" as reflected in the USPTO under U.S. Trademark Registration No. 2740021
6. "FESTIVAL MARKETPLACE, AMERICA'S FAVORITE MARKETPLACE" as reflected in the USPTO under U.S. Trademark Registration No. 2739990
7. "FESTIVAL GRAND MARKETPLACE" as reflected in the USPTO under U.S. Trademark Registration No. 2908887
8. "FESTIVAL GRAND MARKETPLACE" as reflected in the USPTO under U.S. Trademark Registration No. 2464459
9. "FESTIVAL MARKETPLACE" as reflected in the USPTO under U.S. Trademark Registration No. 2380891
10. "FESTIVAL MARKETPLACE MALL" as reflected in the USPTO under U.S. Trademark Registration No. 2361166
11. "FESTIVAL MARKETPLACE" as reflected in the USPTO under U.S. Trademark Registration No. 2229205
12. "FESTIVAL MARKETPLACE" as reflected in the records of the Florida Department of State, Division of Corporations under Document No. T96000001373
13. "FESTIVAL MARKETPLACE & DESIGN OF RUNNING PERSON WITH A SHOPPING BAG IN EACH HAND" as reflected in the records of the Florida Department of State, Division of Corporations under Document No. T99000000451