

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518443

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JS IP LLC		01/23/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Turnberry Airport Holdings, LLC		
<b>Street Address:</b>	19950 W. Country Club Drive, 10th Floor		
<b>City:</b>	Aventura		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33180		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4659918	FONTAINEBLEAU AVIATION	
<b>Registration Number:</b>	4617891	FB	
<b>Registration Number:</b>	4758843	FLY FAMOUSLY	
<b>Serial Number:</b>	87630826	FB AVIATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	3055353217		
<b>Email:</b>	gmora@fontainebleau.com		
<b>Correspondent Name:</b>	Grace M. Mora		
<b>Address Line 1:</b>	4441 Collins Avenue		
<b>Address Line 4:</b>	Miami Beach, FLORIDA 33140		
<b>NAME OF SUBMITTER:</b>	Grace M. Mora		
<b>SIGNATURE:</b>	/Grace M. Mora/		
<b>DATE SIGNED:</b>	04/10/2019		
<b>Total Attachments: 3</b>			
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source=190123_fully executed Trademark Assignment_JS IP and Turnberry Airport#page2.tif			

OP \$115.00 4659918



## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of January 23, 2019 by and between JS IP LLC, a Delaware limited liability company located and doing business at 19950 West Country Club Drive, 10<sup>th</sup> Floor, Aventura, Florida 33180 ("Assignor"), and Turnberry Airport Holdings, LLC, a Florida limited liability company located and doing business at 19950 W. Country Club Drive, 10th Floor Aventura, Florida 33180 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations and applications listed in the attached Schedule A, as well as all common law and other rights in the marks embodied in said registrations and applications (hereinafter referred to collectively as "the Marks");

WHEREAS, Assignor has agreed to assign all of Assignor's right, title, and interest in the Marks to Assignee;

WHEREAS, Assignor and Assignee desire to perfect said assignment and hereby confirm the transfer of the Marks to Assignee;

NOW THEREFORE, be it known that, for and in consideration of good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, together with the goodwill associated with the Marks and the goodwill of the business associated with the Marks; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any common law rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e)).

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith and symbolized by the Marks, in its entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in interstate commerce, evidence of such use has been filed in the USPTO.

3. Assignor hereby requests the U.S. Commissioner for Trademarks to record this Assignment as to the Marks herein referred to.

4. Assignor hereby authorizes and requests any official of any country whose duty it is to issue trademark registrations to record this Assignment and issue any such registrations for the Marks to Assignee in accordance with the terms of this Assignment.

5. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Marks in Assignee.

6. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

7. The Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

8. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.

JS IP LLC

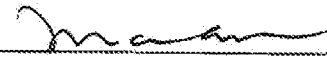
By: 

Name: Grace M. Mera

Title: Authorized Signatory

Date: 1/23/19

TURNBERRY AIRPORT HOLDINGS, LLC



By: 

Name: Mario A. Romine

Title: Authorized Signatory

Date: 1/23/19

SCHEDULE ATRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Reg. No./ App. No.	Mark	Status
United States	4,659,918	FONTAINEBLEAU AVIATION	Registered
United States	4,617,891		Registered
United States	4,758,843	FLY FAMOUSLY	Registered
United States	87/630,826	 AVIATION	Pending