

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saxony Beach LLC		05/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Compa LLC		
Street Address:	4731 Pine Tree Drive		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33143		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4371888	FAENA HOUSE	
Registration Number:	4379479	F	
Registration Number:	4678498	FAENA	
Registration Number:	5675476	SAXONY BAR	
Registration Number:	5622951	LOS FUEGOS	
Registration Number:	5739967	FAENA ROSE	
Registration Number:	5734145	LIBRARY LOUNGE	
Registration Number:	5607332	FAENA PLAYA	
Registration Number:	5686560	FAENA MAR	
Registration Number:	5322547	FAENA DISTRICT	
Registration Number:	5616053	TIERRA SANTA HEALING HOUSE	
CORRESPONDENCE DATA			
Fax Number:	2126971559		
<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:	2126968878		
Email:	trademark@curtis.com		
Correspondent Name:	Eric Stenshoel		
Address Line 1:	101 Park Avenue		

OP \$290.00 4371888

Address Line 2: 34th floor
Address Line 4: New York, NEW YORK 10178-0061

ATTORNEY DOCKET NUMBER: 000380-0019

NAME OF SUBMITTER: Eric Stenshoel

SIGNATURE: /ejs/

DATE SIGNED: 05/16/2019

Total Attachments: 3

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EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of May [16], 2018, is made and entered into by COMPA LLC, a Delaware limited liability company ("Buyer"), and Saxony Beach LLC, a Delaware limited liability company ("Seller").

WHEREAS, Seller and Buyer have entered into a Purchase and Assignment Agreement, dated as of May [16], 2018 (the "Purchase and Assignment Agreement"), pursuant to which Seller has agreed to sell, transfer and assign to Buyer all right, title and interest throughout the world in and to, among other things, the Trademarks (as defined in the Purchase and Assignment Agreement), including, without limitation, the Assigned Trademarks (as defined below); and

WHEREAS, Seller and Buyer desire to execute this Trademark Assignment for purposes of recording the assignment of the Assigned Trademarks and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices and/or similar agencies outside of the United States, as may be necessary to effectuate the assignment of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller hereby assigns, transfers and conveys to Buyer all of its right, title and interest throughout the world in and to (a) the Trademarks (as defined in the Purchase and Assignment Agreement), including, without limitation, the trademark and service mark registrations and trademark and service mark applications listed on Attachment 1 attached hereto and all goodwill corresponding thereto ("Assigned Trademarks") and (b) (y) all rights to sue, collect and retain damages and payments for past and/or future infringements of the Trademarks and (z) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all Trademarks.

2. Terms of the Purchase and Assignment Agreement. This Trademark Assignment is subject in all respects to the terms and provisions of the Purchase and Assignment Agreement and in the event of any conflict or inconsistency between the terms of the Purchase and Assignment Agreement and the terms of this Trademark Assignment, the terms of the Purchase and Assignment Agreement shall govern.

3. Miscellaneous. The provisions of Article 4 through (and including) Article 10 of the Purchase and Assignment Agreement shall apply to this Trademark Assignment, *mutatis mutandis*.

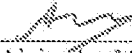
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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

SELLER:

Saxony Beach LLC

By: Access Industries Management, LLC,
Its Manager

By: 
Name: Alejandro Moreno
Title: Executive Vice President

Attachment 1

Mark Name	Application No.	Registration No.	Registration Date
FAENA HOUSE	85/795,250	4,371,888	07/23/2013
F monogram	85/797,086	4,379,479	08/06/2013
FAENA	86/308,091	4,678,498	01/27/2015
SAXONY BAR	86/393,129	5,675,476	02/12/2019
LOS FUEGOS	86/393,131	5,622,951	12/04/2018
FAENA ROSE	86/509,178	5,739,967	04/30/2019
LIBRARY LOUNGE	86/523,776	5,734,145	04/23/2019
FAENA PLAYA	86/523,772	5,607,332	11/13/2018
FAENA MAR	87/042,810	5,686,560	02/26/2019
FAENA DISTRICT	87/369,225	5,322,547	10/31/2017
TIERRA SANTA HEALING HOUSE	87/861,594	5,616,053	11/27/2018