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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540121

Table with 2 columns: Field Name, Value. Fields include SUBMISSION TYPE (NEW ASSIGNMENT) and NATURE OF CONVEYANCE (ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL).

CONVEYING PARTY DATA

Table with 4 columns: Name, Formerly, Execution Date, Entity Type. Row 1: J.E.M. Capital Management LLC, (blank), 09/10/2019, Corporation: FLORIDA Limited Liability Company.

RECEIVING PARTY DATA

Table with 2 columns: Field Name, Value. Fields include Name (PopStroke Holdings LLC), Street Address (617 North Highway A1A), City (Jupiter), State/Country (FLORIDA), Postal Code (33477), Entity Type (Limited Liability Company: FLORIDA).

PROPERTY NUMBERS Total: 1

Table with 3 columns: Property Type, Number, Word Mark. Row 1: Registration Number: 5704745, POP STROKE.

CORRESPONDENCE DATA

Fax Number: 2124259337
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.
Phone: 2124259300
Email: jlevine@bressler.com
Correspondent Name: Jordan J. Levine, Esq.
Address Line 1: 17 State Street, 24th Floor
Address Line 2: Bressler, Amery & Ross, P.C.
Address Line 4: New York, NEW YORK 10004

Table with 2 columns: Field Name, Value. Fields include NAME OF SUBMITTER (Jordan J. Levine, Esq., Authorized Rep.), SIGNATURE (/Jordan J. Levine, Esq./), DATE SIGNED (09/10/2019).

Total Attachments: 5
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OP \$40.00 5704745

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of September 10, 2019, is made by J.E.M. Capital Management LLC ("**Transferor**"), a Florida limited liability company, located at 617 North Highway A1A, Jupiter, Florida 33477, in favor of PopStroke Holdings LLC ("**Transferee**"), a Florida limited liability company, located at 617 North Highway A1A, Jupiter, Florida 33477.

WHEREAS, for good and valuable consideration, Transferor has conveyed, transferred, and assigned to Transferee, certain intellectual property of Transferor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title, and interest in and to the following:

(a) the trademark registration Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Transferor 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 now or 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, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, 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.

2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Transferee. Following the date hereof, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Transferee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Transferor has duly executed and delivered this Trademark Assignment as of the date first written above.

TRANSFEROR:

J.E.M. CAPITAL MANAGEMENT LLC
a Florida limited liability company

By: 


Name: Gregory Bartoli

Title: Sole Member

AGREED TO AND ACCEPTED:

TRANSFeree:

POPSTROKE HOLDINGS LLC
a Florida limited liability company

By: 

Name: Gregory Bartoli

Title: Sole Member

SCHEDULE 1

Assigned Trademark

Trademark Registration

Mark	Jurisdiction	Registration Number	Registration Date
Pop Stroke	United States Patent and Trademark Office	5,704,745	Mar. 19, 2019

See attached trademark grant for additional information.

United States of America

United States Patent and Trademark Office

Pop Stroke

Reg. No. 5,704,745

Registered Mar. 19, 2019

Int. Cl.: 25, 28, 41, 43

Service Mark

Trademark

Principal Register

J.E.M. Capital Management LLC (FLORIDA LIMITED LIABILITY COMPANY)
617 N Hwy A1a
Jupiter, FLORIDA 33477

CLASS 25: slacks, pants, shorts, boxer shorts, swimming trunks, skirts, skorts, belts, neckties, shirts, sport coats, blazers, coats, jackets; headwear, namely, hats, golf caps, caps with visors; footwear, namely, socks

FIRST USE 11-6-2018; IN COMMERCE 1-10-2019

CLASS 28: Golf equipment, namely, golf balls, golf clubs, golf bags, golf gloves and head covers for golf clubs

FIRST USE 10-2-2018; IN COMMERCE 1-10-2019

CLASS 41: Providing amusement facilities; providing theme park services; entertainment in the nature of golf tournaments; golf courses; golf driving range services; providing golf facilities; miniature golf courses; golf club services

FIRST USE 5-15-2018; IN COMMERCE 1-10-2019

CLASS 43: Restaurant services, namely, providing of food and beverages for consumption on and off the premises; bar services

FIRST USE 11-6-2018; IN COMMERCE 1-10-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-765,548, FILED 01-22-2018



Anderi Iancu

Director of the United States
Patent and Trademark Office