

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550102

<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>
Club Space Management, LLC		07/24/2019	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Space IP Licensing, LLC		
<b>Street Address:</b>	9441 West Olympic Blvd.		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2655445	CLUBSPACE	
<b>Serial Number:</b>	88346946	CLUBSPACE	
<b>Serial Number:</b>	88347128	CLUBSPACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3053972772		
<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>	3053740501		
<b>Email:</b>	jason@markbryn.com		
<b>Correspondent Name:</b>	Jason A. Fischer		
<b>Address Line 1:</b>	2 South Biscayne Blvd.		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>NAME OF SUBMITTER:</b>	Jason A. Fischer		
<b>SIGNATURE:</b>	/Jason A. Fischer/		
<b>DATE SIGNED:</b>	11/20/2019		
<b>Total Attachments: 4</b>			
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## CONTRIBUTION AND ASSIGNMENT AGREEMENT

This CONTRIBUTION AND ASSIGNMENT AGREEMENT (this “Agreement”) is entered into, effective as of [ July 24, 2019 ] (the “Effective Time”), by and between Club Space Management, LLC, a Florida limited liability company (the “Assignor”), and Space IP Licensing, LLC, a Florida limited liability company (the “Assignee”).

**WHEREAS**, Assignor desires to form Assignee and to transfer the Assigned IP (as defined below) to Assignee as set forth herein; and

**WHEREAS**, in exchange for all of the membership interests in Assignee (the “Interests”), the Assignor desires to contribute and assign the Assigned IP to Assignee (collectively, the “Contribution”).

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the parties hereto agree as follows:

1. Contribution.

- (a) The Assignor hereby contributes, assigns, transfers and delivers to the Assignee, and the Assignee hereby accepts, any and all rights, title and interest of the Assignor in and to all of the intellectual property owned by Assignor listed on Appendix A hereto used in and/or related to the Club Space nightclub business located at 34 NE 11th Street, Miami, Florida 33132, free and clear of any security interests, liens, charges, pledges, claims, demands or encumbrances whatsoever, including the following (collectively, the “Assigned IP”):
  - (i) all trademarks held or owned by the Assignor, including, without limitation, those listed on Appendix A, whether unregistered or registered with the United States Patent and Trademark Office or other governmental entity or office thereof, and all common law rights therein, including all such trade names, trademarks, service marks, and trade dress, together with all goodwill associated with the foregoing (collectively, the “Space Marks”);
  - (ii) the U.S., state and foreign trademark, trade name, and service mark registrations and applications associated with the Space Marks, including, without limitation, all common law rights related to, and goodwill associated with, the foregoing, and the right to apply to register the Space Marks worldwide;
  - (iii) all copyrights held or owned by the Assignor, including, without limitation, whether unregistered or registered with the United States Copyright Office or other governmental entity or office thereof, and all

common law rights therein, together with all goodwill associated with the foregoing (collectively, the “Space Copyrights”); and

- (iv) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any of the Space Marks and/or Space Copyrights, and any and all claims and causes of action, of whatever nature, known or unknown, for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing, whether arising by way of counterclaim or otherwise, and the right to enforce any rights and file any claims against other persons associated therewith.

The Assignee hereby assumes and agrees to pay and perform all obligations and liabilities of the Assignor allocable to the Assigned IP. The Assignee may record this Agreement with the U.S. Patent and Trademark Office, the Secretary of State of Florida, and any other governmental authority, as applicable.

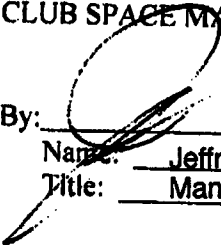
- (b) The Assignee hereby assigns, transfers and delivers to the Assignor, and the Assignor hereby accepts, any and all rights, title and interest to the Interests, together with (i) any dividends, income or other distributions after the Effective Time in respect of the Interests, and (ii) any profits, losses and capital allocable to the Interests, free and clear of any security interests, liens, charges, pledges, claims, demands or encumbrances whatsoever.
2. Further Assurances. The Assignor and the Assignee hereby agree to execute and deliver such additional notices and instruments of conveyance in addition to this Agreement as either one shall reasonably request to evidence more fully the assignment and assumption described herein.
  3. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legatees, successors and assigns.
  4. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.
  5. Amendment. This Agreement shall not be amended or modified except with the express written consent of the Assignor and the Assignee.
  6. Counterparts. This Agreement may be executed in two or more counterparts all of which together shall constitute one and the same instrument. Facsimile signatures or signature received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes hereunder.
  7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflicts of laws principles.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto,  
effective for all purposes as of the Effective Time.


**ASSIGNOR:**

CLUB SPACE MANAGEMENT, LLC

By:   
Name: Jeffrey Greenberg  
Title: Manager

**ASSIGNEE:**

SPACE IP LICENSING, LLC

By:   
Name: Jason A. Fisher  
Title: Authorized Representative

*[Signature Page to Contribution and Assignment Agreement re: Club Space IP]*

TRADEMARK  
REEL: 006799 FRAME: 0639

## Appendix A

### **Assigned IP**

#### Trademarks

U.S. Trademark Registration No. 2,655,445 (CLUBSPACE & Design)  
Pending U.S. Trademark Application Serial No. 88346946 (CLUBSPACE)  
Pending U.S. Trademark Application Serial No. 88347128 (CLUBSPACE Stylized)  
Florida Trademark Registration No. T13000000115 (CLUBSPACE)  
Florida Trademark Registration No. T13000000114 (CLUBSPACE & Design)  
Florida Trademark Registration No. T13000000062 (THE TERRACE)  
Florida Trademark Registration No. T13000000061 (THE TECHNO LOFT)  
Florida Trademark Registration No. T13000000060 (THE SPACE BALLROOM)  
Florida Fictitious Name Registration No. G12000123808 (CLUB SPACE)  
All other unregistered marks and tradenames used in connection with the Business  
All goodwill associated with the foregoing

#### Domain Names

clubspace.com

#### All of Licensor's Social Media Accounts Relating to the Business

Facebook (<https://www.facebook.com/ClubSpace/>)  
Twitter (<https://twitter.com/clubspacemiami>)  
Instagram (<https://www.instagram.com/clubspacemiami/>)  
Youtube (<http://youtube.com/officialclubspace>)

#### Copyrights

All unregistered copyrights in and to works of authorship used in connection with the Business

#### Software

Licensed rights to use installed POS software