

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/12/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FP Enterprises, LLC		11/12/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	COPERACO COFFEE LLC		
Street Address:	129 Ninth Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4392687	STONE STREET COFFEE COMPANY	
Registration Number:	5521464	STONE STREET	
Serial Number:	88407002	STONE STREET	
Serial Number:	88406961	STONE STREET	
CORRESPONDENCE DATA			
Fax Number:	2125304488		
<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:	2125304400		
Email:	john@bozlaw.com		
Correspondent Name:	John P. Bostany		
Address Line 1:	3 World Financial Center		
Address Line 2:	24th Floor		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	John P. Bostany		
SIGNATURE:	/JPB/		
DATE SIGNED:	12/04/2019		
Total Attachments: 8			

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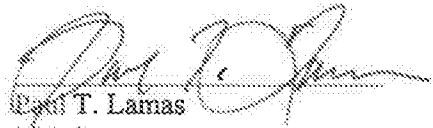
ASSIGNMENT OF TRADEMARKS

WHEREAS, FP ENTERPRISES, LLC, a limited liability company organized and existing pursuant to the laws of the State of Delaware, with its principal place of business at 93 Pearl Street New York, New York 10004 (hereinafter "ASSIGNOR") is the title owner of: the word mark STONE STREET registered with the United States Patent and Trademark Office ("USPTO") in International Class 30 for products identified in REGISTRATION No. 5,521,464; the design mark STONE STREET COFFEE COMPANY for "coffee shop services" registered with the USPTO in International Class 43 as REGISTRATION No. 4,392,687; the STONE STREET word mark application in International Class 40 for "coffee roasting and processing" pending before the USPTO under Serial No. 88407002; and the STONE STREET word mark application in International Class 43 for "café, coffee bars, coffee shops" pending before the USPTO under Serial No. 88406961. (The Registrations and Applications listed in this paragraph are collectively referred to as "STONE STREET Trademarks").

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign unto COPERACO COFFEE LLC a limited liability company organized and existing pursuant to the laws of the State of Delaware, with its principal place of business at 129 Ninth Street, Brooklyn, NY 11215 (hereinafter "ASSIGNEE") all rights, title and interest in and to the STONE STREET Trademarks, together with the goodwill in the STONE STREET Trademarks, subject to the attached License Agreement.

Dated: November 12, 2019

FP ENTERPRISES, LLC

By: 
Name: Eustis T. Lamas
Title: Member

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 7th day of November 2019, by and between **COPERACO COFFEE LLC** a limited liability company organized and existing pursuant to the laws of the State of Delaware (hereinafter "COPERACO" or "**LICENSOR**"), with its principal place of business at 129 Ninth Street, Brooklyn, NY 11215 and **FP ENTERPRISES LLC**, a limited liability company organized and existing pursuant to the laws of the State of Delaware, with its principal place of business at 93 Pearl Street New York, New York 10004 (hereinafter "**LICENSEE**"). Both Licensor and Licensee are referred to as the "Parties".

WITNESSETH.

A. WHEREAS, LICENSOR is the title owner of: the STONE STREET word mark registered with the United States Patent and Trademark Office ("USPTO") for certain identified products in International Class 30 as REGISTRATION No. 5,521,464; the STONE STREET coffee company design mark registered with the USPTO for certain identified services in International Class 43 as REGISTRATION No. 3,392,687; the STONE STREET word mark application pending before the USPTO for certain identified services in International Class 40 under Serial No. 88407002; the STONE STREET word mark application pending before the USPTO for certain identified services in International Class 43 under Serial No. 88406961. (The Registrations and Applications listed in this paragraph are collectively referred to as "STONE STREET Trademarks" and annexed hereto as **Exhibit A**).

B. WHEREAS, the Parties recognize and acknowledge that the STONE STREET Trademarks are widely recognized by the relevant purchasing public as associated with Licensor in connection the products/services listed in said Registrations and Applications. The Parties agree that the STONE STREET Trademarks are not generic or descriptive with respect to the products and/or services described therein and that the STONE STREET Trademarks are fully protectable and enforceable; and

C. WHEREAS, LICENSEE desires to use the STONE STREET Trademarks in connection with the marketing, sale and commercial distribution of coffee; and

WHEREAS, LICENSOR has agreed to license said mark to LICENSEE for good and valuable consideration the receipt thereof is hereby acknowledged, with adherence to particular specifications;

NOW, THEREFORE, the parties hereto agree as follows:

1. RIGHTS GRANTED: Licensee shall have the right during the term of this License to use, display, publish and advertise the STONE STREET Trademarks in connection with coffee shops and commercial coffee sale or distribution in the Territory.
2. TERRITORY: Shall be the United States.
3. TERM: The term is 1 year from the date of the signing of this License.
4. PAYMENTS and RENEWAL: For consideration had and received prior to the execution of this License, this License shall automatically be renewed annually upon the additional payment of \$1 per year from Licensee to Licensor.
5. EXCLUSIVITY: Licensor agrees not to License the STONE STREET Trademarks to any other individual or entity during the terms as renewed of this License without the express written consent of Licensee, except to existing and / or future affiliates of Licensor (that Licensee is placed on Notice of in advance of such Licensing) and / or either one of its Members, for which no consent is required. For purposes of this Agreement "affiliate" shall mean An entity that is related to another entity by ownership or other means of control; a subsidiary, parent, or sibling entity.

7. PROHIBITIONS OF ASSIGNMENTS OR TRANSFERS.

LICENSEE shall not voluntarily or by operation of law assign, sell, hypothecate, pledge, or otherwise assign, sublease or transfer this Agreement or any of the rights confirmed herein or any other interest of LICENSEE herein without the written consent of LICENSOR, which consent may not be unreasonably withheld by LICENSOR except to existing and / or future affiliates of Licensee (that Licensor is placed on Notice of) and / or its Members, for which no consent is required.. LICENSOR hereby consents to LICENSEE's sublicensing of the STONE STREET Trademarks to DLP Group, LLC and BTG LA, LLC.

8. PRESERVATION OF TRADEMARKS. LICENSEE shall cause to appear on all merchandise and on all materials on or in connection with which the mark is used, such legends, markings and notices as may be required by the laws governing the Territory in order to give appropriate notice of any trademark rights therein or pertaining thereto. Any permutation of the STONE STREET Trademarks and any rights thereto deemed to have been acquired by LICENSEE, shall be and become the property of LICENSOR and shall be included as a mark subject to this Agreement. Any copyrights or trademarks derived from or similar to the STONE STREET Trademarks shall be obtained in the name of LICENSOR and it is agreed are owned exclusively by LICENSOR. LICENSEE hereby agrees to execute whatever documents are necessary to assign or convey to LICENSOR all rights, title, interest and goodwill to any trade dress, service mark or trademark rights to the word STONE STREET or any derivative or image that is similar to the STONE STREET Trademarks.

9. DEFAULT

A party shall default under this Agreement if: (i) a party fails to cure any failure to perform any material obligation required under this Agreement within sixty (60) days after notice; or (iii) A receiver is appointed or one or more creditors takes possession of all or substantially all of the assets of a party, or if a party shall make a general assignment for the benefit of creditors, or if a party resolves to go into voluntary liquidation or if a voluntary or involuntary bankruptcy proceeding is commenced by or against a party.

10. ADDITIONAL RIGHTS UPON TERMINATION. Upon the expiration of the License granted hereunder or the earlier termination thereof by Default or otherwise, this License shall revert to LICENSOR and LICENSEE thereafter shall not use or refer to the mark.

11. SEVERABILITY. A determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, since all the provisions were inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if the invalid or unenforceable provision(s) were omitted.

12. FORCE MAJUERE. If either party becomes unable to perform any of its obligations under this Agreement because of any event which is unavoidable and beyond the control of the nonperforming party (including, but not limited to, a judicial or governmental decree, change in regulation or other direction not the fault of the party who has been so affected, inability to obtain materials or shipping space, a labor stoppage, or civil unrest, loss of or damage to Products in transit, act of terrorism, war, fire, power failure and any earthquake, flood, or other natural disaster or act of God or other circumstances of similar nature), the party that becomes aware of such event shall send the other party written notice thereof. The nonperforming party shall take all reasonable steps required to resume performance as soon as possible, shall keep the other party informed on a regular basis as to the status of the event of force majeure, and shall not be considered in breach of any obligation hereunder because of failure to perform during the period of suspension of its performance.

13. INDEMNIFICATION. LICENSEE hereby agrees to indemnify LICENSOR, its officers, directors, members, managers, employees, attorneys and agents and to defend it and them (and to pay all attorney's fees and court costs and disbursements necessary to do so) against any and all claims, suits, liabilities, causes of action, damages, costs or expenses, including attorneys fees, court costs and disbursements, arising out of (i) any unauthorized use by LICENSEE of the STONE STREET TRADEMARKS and/or (ii) LICENSEE'S default under this Agreement, and/or (iii) the LICENSEE's business operations; and (iv) claims, actions or subrogation brought by or on behalf of third parties regarding LICENSEE's business operations.

LICENSOR hereby agrees to indemnify LICENSEE, its officers, directors, members, managers, employees, attorneys and agents and to defend it and them (and to pay all attorney's fees and court costs and disbursements necessary to do so) against any and all claims, suits, liabilities, causes of action, damages, costs or expenses, including attorneys fees, court costs and disbursements, arising out of (i) any challenge to the use by LICENSEE of the STONE STREET TRADEMARKS and/or (ii) LICENSOR'S default under this Agreement, and/or (iii) claims, actions or subrogation brought by or on behalf of third parties regarding the use of the STONE STREET TRADEMARKS.

14. VENUE, JURISDICTION AND, APPLICABLE LAW. ALL ACTIONS OR PROCEEDINGS BROUGHT BY A PARTY TO THIS AGREEMENT ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE COMMENCED AND PROCEED TO CONCLUSION IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK, COUNTY OF NEW YORK, U.S.A., AND SHALL BE GOVERNED BY THE LAWS OF NEW YORK STATE UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. LICENSEE WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, OR TO ASSERT THAT IT IS NOT SUBJECT TO THE PERSONAL JURISDICTION OF FEDERAL OR STATE COURTS LOCATED IN THE UNITED STATES OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE HEREWITH.

THE PARTIES FURTHER AGREE THAT NOTWITHSTANDING ANY CONFLICT OF LAWS ANALYSIS, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO INTERPRETATION AND APPLICATION OF THE TERMS OF THIS AGREEMENT OR TO ANY DISPUTE BETWEEN THE PARTIES. LICENSEE HEREBY AGREES TO REQUEST AT ITS OWN COST AND EXPENSE THAT ANY ACTION COMMENCED ANYWHERE IN THE WORLD THAT INVOLVES TERMS OF THIS AGREEMENT, BE TRANSFERRED TO EITHER A FEDERAL OR STATE COURT IN THE STATE AND COUNTY OF NEW YORK. IN ANY ACTION AGAINST LICENSEE, SERVICE OF PROCESS MAY BE MADE THEREUPON BY EMAIL, AT ANY EMAIL ADDRESS LISTED IN PARAGRAPH 16 AS SET FORTH IN THIS AGREEMENT WHICH SERVICE SHALL BE DEEMED SUFFICIENT FOR PERSONAL JURISDICTION AND SHALL BE DEEMED EFFECTIVE THREE (3) DAYS AFTER E-MAILING.

15. NON-AGENCY OF PARTIES. Nothing contained in this Agreement shall be deemed to render LICENSEE as the agent or legal representative of LICENSOR or LICENSOR as the agent or legal representative of LICENSEE for any purpose whatsoever. No joint venture or partnership between LICENSOR and LICENSEE is intended or shall be inferred.

16. ADDRESSES FOR NOTICE. All notices between the LICENSOR and LICENSEE shall be in writing and given by email or by express mail or by certified mail, return receipt requested, addressed to LICENSEE or LICENSOR, at the respective addresses set forth above, and shall be deemed given on the date received (or the date delivery is refused). Additional notice shall be sent by email to:

If to Licensee:

The Bostany Law Firm PLLC
3 World Financial Center
24th Floor
New York, NY 10281
(212) 530-4400
john@bozlaw.com

If to Licensor:

Law Offices of Nathaniel Muller, PC
200 Park Avenue, 17th Floor
New York, NY 10166
Tel: (646) 774-2895
Fax: (212) 244-4232
nm@legalmuller.com

17. MODIFICATIONS and SUCCESSORS. In the event LICENSOR shall at any time waive in writing any of its rights under this Agreement or the performance by LICENSEE of any of its obligations hereunder, such waiver shall not be construed as a continuing waiver of the same rights or obligations or a waiver of any other rights or obligations. This Agreement constitutes the entire agreement between the parties there are no other understandings between the parties, oral or otherwise, nor any representations made by either party to the other prior to this Agreement, and no modifications or revisions hereof shall be of any force or effect unless the same are in writing and executed by the parties hereto. Any provisions of this Agreement which shall be or be determined to be invalid shall be ineffective, but such invalidity shall not affect the remaining provisions hereof. The titles to the paragraphs hereof are for convenience only and have no substantive effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assignees or affiliated entities.

18. PROTECTION OF TRADEMARK: Licensor shall police and protect the STONE STREET Trademarks which will include the sending of cease and desist letters to infringers and institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. Any lawsuit shall be prosecuted solely at the cost and expense of the Licensor and all sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, shall be retained solely and exclusively by the Licensor. Upon the reasonable request of the Licensor, the Licensee shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. The Licensor shall reimburse the Licensee for all reasonable expenses incurred as a result of such cooperation. In the event Licensor does not institute and prosecute a lawsuit against a third party for infringement of the rights licensed in this Agreement (after the expiration of 45 days following Notice

to the Licensor) and/or not defend a claim, demand or cause of action against Licensee that directly or indirectly contests Licensor's right, title and interest in and to the Property under this Agreement, Licensee shall have the option to pursue said lawsuit or defend against such claim, demand or cause of action, at Licensee's own expense to be reimbursed by Licensor and should Licensee prevail, Licensee shall be entitled to all sums recovered, whether by judgment, settlement or otherwise, minus any reimbursement received from Licensor, for which Licensor will be refunded.

19. REPRESENTATIONS AND WARRANTIES.

LICENSOR AND LICENSEE both warrant and represent that throughout the Term:

(i) LICENSOR and LICENSEE are entities duly organized, validly existing and in good standing under the laws of their respective jurisdictions of incorporation and have the full right, power and authority to enter into this Agreement and to perform all of their obligations hereunder;

(ii) neither the execution, delivery nor performance of this Agreement by LICENSOR and LICENSEE shall, with or without the giving of notice or passage of time, or both, conflict with, or result in a default or loss of rights under, any material agreement or understanding to which LICENSOR and LICENSEE or any of their affiliates is a party or by which they or any of their properties may be bound; and

(iii) the execution, delivery and performance of this Agreement by LICENSOR and LICENSEE has been duly and properly authorized by all necessary corporate actions; and this Agreement constitutes the valid and binding obligation of LICENSOR and LICENSEE enforceable in accordance with its terms.

20. COUNTERPARTS. This Agreement may be executed by the parties hereto in separate counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

21. MEDIATION: Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

A. Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 30 days(the "Negotiation").

B. Mediation. If Negotiation is not successful in the time period set forth in (A) or a mutually agreed to time period, then the parties shall proceed to mediation. The parties will follow the Mediation Procedures of JAMS found at <https://www.jamsadr.com/mediation> (or a mutually agreed to mediation service) to be held in State of New York, New York County. All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. The service of the Notice of Mediation shall stay the running of any

applicable statute of limitations regarding the Dispute until 30 days after the parties agree that the mediation is concluded or the mediator concludes the mediation or issues the equivalent of a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during Phases A and B are confidential and shall be treated a settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

C. Arbitration

Any Dispute not resolved through negotiation or mediation in accordance with paragraphs A and B shall be resolved by final and binding arbitration in accordance with the commercial rules of the American Arbitration Association. The arbitration will be held in New York City, NY, using one arbitrator, unless the Dispute exceeds one million dollars (USA) in which case there shall be three neutral arbitrators, as a panel. The arbitrators may award costs and/or attorneys' fees to the prevailing party. The parties understand that arbitration is final and binding and that they are waiving their rights to other resolution processes (such as court action or administrative proceeding).

LICENSOR:

COPERACO COFFEE LLC

By: 

Name: Johan Pesenti

Title: Authorized Signatory

Email: johan.pesenti@coperacocoffee.com

LICENSEE:

FP ENTERPRISES, LLC

By: 

Name: Paul F. Lamas

Title: Member

Annex :

- registration certificate /receipt of trademark filing
- graphic charter
- quality and standard for facilities and coffee