TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM610373

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antarctica Capital LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	REEF GLOBAL IP LLC
Street Address:	601 Brickell Key Drive; Suite 1000
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5517350	CITIZENS PARKING

CORRESPONDENCE DATA

Fax Number:

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: 2072534716

trademarks@verrill-law.com Email:

Kelly A. Donahue **Correspondent Name:** Address Line 1: One Portland Square Address Line 4: Portland, MAINE 04101

ATTORNEY DOCKET NUMBER:	11736-0001
NAME OF SUBMITTER:	Kelly A. Donahue
SIGNATURE:	/KAD/
DATE SIGNED:	11/23/2020

Total Attachments: 3

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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of November 18, 2020 is made by Antarctica Capital LLC ("Assignor"), a Delaware limited liability company, located at 712 Fifth Avenue, 24th Floor, New York, New York 10019, in favor of REEF GLOBAL IP LLC ("Assignee"), a Delaware limited liability company, located at 601 Brickell Key Drive; Suite 1000, Miami, Florida 33131.

WHEREAS, in furtherance of the Trademark Security Agreement dated November 28, 2018 and executed by Lanier Parking Solutions of WI, LLC, AmeriPark, LLC, Lanier Parking Holdings, Inc., and Park One of Florida, LLC as Grantors, Assignor agrees to convey, transfer, and assign to Assignee, a certain trademark registration 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. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title, and interest in and to the following:
 - (a) the trademark registration set forth on 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 Trademark;
 - (b) all rights of any kind whatsoever of Assignor 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. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademark to Assignee.
- 3. <u>Counterparts</u>. 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.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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Trademark Assignment Agreement

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).

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

ASSIGNOR:

By:			
Name: _	Chandra R. Patel		
Title:	Title: Authorized Signatory		
ASSIGNEE:			
REEF GLOBAL IP LLC			
By:	Tourie & 196hon		
Name: _	Theresa K. Mohan		
Title:	Corporate Secretary		

Trademark Assignment Agreement

SCHEDULE 1 ASSIGNED TRADEMARK

Trademark	Country	Application No.	Registration No.
CITIZENS PARKING	United States	87599021	5517350

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RECORDED: 11/23/2020

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