

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluegreen Vacations Holding Corporation		09/30/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	BBX Capital, Inc.		
Street Address:	401 East Las Olas Blvd		
Internal Address:	Suite 65		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5900717	BBX CAPITAL	
Registration Number:	4384987	BBX CAPITAL	
Registration Number:	4736223	BBX SWEET HOLDINGS	
Registration Number:	3195476	BFC	
Registration Number:	3195475	BUILDING FOREMOST COMPANIES	
Serial Number:	88658815	BFC FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	3059677450		
<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:	3059677450		
Email:	janet@mavenip.com		
Correspondent Name:	Janet C. Moreira		
Address Line 1:	9480 NE 2nd Avenue		
Address Line 2:	Suite 65		
Address Line 4:	Miami Shores, FLORIDA 33138		
NAME OF SUBMITTER:	Janet C. Moreira		
SIGNATURE:	/Janet C. Moreira/		

OP \$165.00 5900717

DATE SIGNED:	03/04/2021
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Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of September 30, 2020 (the "Effective Date"), is made by Bluegreen Vacations Holding Corporation, a Florida corporation, with an address of 401 East Las Olas Blvd, Suite 800, Fort Lauderdale, FL 33301 ("Assignor") in favor of BBX Capital, Inc., a Florida corporation, with an address of 401 East Las Olas Blvd, Suite 800, Fort Lauderdale, FL 33301 ("Assignee").

WHEREAS, pursuant to an Assignment and Assumption Agreement ("Assumption Agreement"), dated September 30, 2020, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office ("USPTO"), and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) all trademarks set forth on Schedule 1, whether registered or unregistered, any trademark registrations and applications identified on Schedule 1, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks;

(b) 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

(c) 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. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

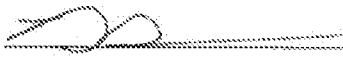
3. Terms of the Assumption Agreement. Assignor and Assignee agree that this IP Assignment is entered into pursuant to the Assumption Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Assumption Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assumption Agreement and the terms hereof, the terms of the Assumption Agreement shall govern as to and between Assignor and Assignee.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

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

BLUEGREEN VACATIONS HOLDING CORPORATION

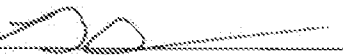
By:  _____

Name: Brett Swanson

Title: Chief Financial Officer

BBX CAPITAL, INC.

AGREED TO AND ACCEPTED:

By:  _____

Name: Brett Swanson

Title: Chief Financial Officer

SCHEDULE 1
ASSIGNED IP

<u>Application or Registration No.</u>	<u>Trademark</u>	<u>Class/Goods/Services</u>	<u>Registration Date (month/day/year)</u>
5900717	BBX CAPITAL	036: Financial investment services, namely, capital investment services for businesses and consultation therefor; investment management services in the field of acquiring joint ventures; real estate management services; real estate investment services; real estate acquisition services	11/05/2019
4384987	BBX CAPITAL	036: Financial services, namely, specialty finance in the nature of small business lending and private equity fund investment and consulting services; [commercial, commercial and industrial, bridge and mezzanine financing, and small business lending;] collecting, servicing, and restructuring of loans and REO (real estate owned) loans; [purchasing and managing a tax certificate portfolio;] investment of funds for others; private equity investment, investment management, consultation, advice, and development; providing venture capital financing, development capital financing, private equity financing, and investment funding 037: Real estate development	08/13/2013
4736223	BBX SWEET HOLDINGS	Class 036: Financial and investment services, namely, asset and investment acquisition, consultation, advisory and development services Class 040: Manufacturing services for others in the field of nuts, confections, bakery goods and related food gifts	07/01/2014
3195476	BFC	Class 035: Holding company services, namely, business acquisitions and consultation therefore Class 036: Financial investment services, namely, capital investment services for businesses and consultation therefore.	01/09/2007
3195475	BUILDING FOREMOST COMPANIES	Class 035: Financial investment services, namely, business acquisitions consultation Class 036: Holding company services, namely, capital investment services for business and consultation therefore and venture capital for others	01/09/2007
88658815	BFC FINANCIAL	Class 036: Real estate investment services; real estate consultancy; real estate financing services Class 037: Real estate development services	Pending