

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638138

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900596987

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jagger Productions, LLC		09/03/2020	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	K.O.A., LLC
Street Address:	22543 Ventura Blvd.
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91364
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4933310	JAGGER SPACY

CORRESPONDENCE DATA

Fax Number: 6158074877

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: 6156860286

Email: info@arizonamusiclaw.com

Correspondent Name: Matthew Wenzlau

Address Line 1: 448 Dorchester Drive

Address Line 4: Christiana, TENNESSEE 37037

NAME OF SUBMITTER:	Matthew B. Wenzlau
SIGNATURE:	/matthewwenzlau/
DATE SIGNED:	04/09/2021

Total Attachments: 9

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**JAGGER PRODUCTIONS, LLC - TERMINATION, SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Termination, Settlement Agreement and General Release (the "Settlement Agreement") is made this 3 day of September, 2020 ("Effective Date"), by and among: Kimberly Cabral ("Cabral"), Austin Spacy ("Austin"), and Jagger Spacy ("Jagger"). Kimberly, Austin, Jagger, are designated herein collectively as the "Parties" and sometimes individually as a "Party."

RECITALS

A. Kimberly Cabral is a resident of Arizona, with a physical address at 8937 East Bell Road, Suite 202, Scottsdale, AZ 85260.

B. Austin Spacy is a resident of California, with a physical address at 22543 Ventura Blvd., Woodland Hills, CA 91364.

C. Jagger Spacy is a resident of California, with a physical address at 22543 Ventura Blvd., Woodland Hills, CA 91364.

D. On or about September 2, 2014 the Parties entered into a Limited Liability Company (without an Operating Agreement) called Jagger Productions, LLC (herein the "Company"). NOTE: The initial, organizing members were Jagger Spacy and Kimberly Cabral. Austin Spacy was admitted as a member to the Company on December 21, 2018.

E. Due to the lack of activity and business pursuits, the Parties wish to dissolve the LLC, settle their interests, and terminate such Company. The Parties determined that it is in their collective best interest to execute this Termination, Settlement Agreement and General Release rather than continue with the LLC Operations for the Company.




F. "Triggering Event" - The Parties herein collectively agree to the dissolution and termination of the LLC Agreement in accordance with the Arizona Limited Liability Company Act and any related sections and pursuant to agreement herein. In the event a meeting must be held for the dissolution and termination, such meeting is hereby stipulated and agreed.

TERMS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree, as follows.

1.0 **Incorporation of Recitals.** The foregoing Recitals are incorporated as a part of the Settlement Agreement, and the Parties ratify, stipulate, agree to, and warrant the truth and accuracy of all that is contained in the Recitals.

2.0 **Winding Up, Liquidation, and Distribution of Assets.** Within seven (7) business days of the Effective Date, the Parties of the LLC will wind up, liquidate and/or distribute the LLC assets of the LLC. As no discernible creditors have been presented to the LLC or its

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managers/members, the distribution of assets and return of contributions will take effect. The return of contributions shall be in accordance with the terms of this Settlement Agreement herein.

3.0 **Termination of the LLC.** Within five (5) business days of the Winding Up, Liquidation, and Distribution of Assets, the Parties of the LLC will terminate the LLC with the appropriate state institutions. The Parties hereby agree and acknowledge that termination of the LLC, and its related agreements, will act as a bar to future issues and claims by and among the Parties that were, or could have been, brought against each other.

4.0 **Release of LLC Bank Account Monies.** Within three (3) business days of the Winding Up, Liquidation, and Distribution of Asset, the Parties will effectuate the release of any bank account monies for the LLC and other established entities.

5.0 **Notification of Creditors.** Within one (1) business days of the Effective Date, the LLC will notify creditors of the Winding Up, Liquidation, and Distribution of Asset of the LLC and determine the nature of the liability and the subsequent satisfaction, if any, of such liability.

6.0 **Release of Property Interests.** All contributed property shall be distributed to its original contributors. In the event such contributed capital is in the form of services, such services shall be deemed rendered and satisfied, with no further obligations by the LLC or the contributing manager/member. In the event such contributed property is money, such money will be distributed to the contributing member, *pro rata*, after the satisfaction of any outstanding LLC debts and/or other third-party obligations. In the event of intellectual property, such property will return to its original creator or be assigned to a new company as listed in the exhibit "A" hereto.

7.0 **Taxation.** In the event taxes are owed to a Federal, State, or Municipal entity by the LLC, such tax obligations will be split among the members, *pro rata*, according to the type of tax obligation incurred. The tax matters partner, currently Ms. Cabral, will file all outstanding tax returns and reports with copies to Austin Spacy and Jagger Spacy.

8.0 **LLC Termination.** Ms. Cabral will file the appropriate paperwork with the Arizona Corporation Commission for the termination of the LLC in the State of Arizona.

9.0 **Notice.** Notices under this Termination, Settlement and Release will be effective when delivered *via* certified mail to the following:

Kimberly Cabral
8937 East Bell Road, Suite 202
Scottsdale, AZ 85260

Austin Spacy
22543 Ventura Blvd.,
Woodland Hills, CA 91364

Jagger Spacy
22543 Ventura Blvd.,
Woodland Hills, CA 91364

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10.0 **Authority to Sign and File Additional Documents.** Each of the Parties authorizes their respective counsel to execute and file any and all other necessary documents to effectuate the terms of this Agreement.

11.0 **Release and Discharge.** In consideration of this Settlement Agreement, the Parties hereby release and forever discharge the other Parties and their respective parent, subsidiaries, affiliates, officers, directors, employees, investors, insurers, guarantors, members, shareholders, indemnitors, predecessors, successors, sureties, heirs, assigns, representatives, agents, and attorneys, of and from all claims, demands, actions, causes of action, liabilities and obligations, whether known or unknown, arising out of the LLC Agreement, Broker Agreement, any oral agreements, or any other related agreements among the Parties. The Parties acknowledge and agree that the release and discharge set forth above is a general release for any and all claims for damages which might exist prior to the Effective Date, whether known or unknown. The Parties assume the risk that the facts or law may be other than they believe, or currently known to exist.

12.0 **Scope and Severability.** This Settlement Agreement constitutes the entire agreement between the Parties. The Parties acknowledge and agree that there are no other written or oral contracts, understandings, warranties, or representations among the Parties, concerning the matters herein, except as set forth in this Settlement Agreement. No provisions of this Settlement Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated, except by an instrument in writing signed by the Party against whom enforcement of the amendment, modification, supplementation, change, waiver, discharge, or termination is sought. In the event that any provision of the Settlement Agreement should be held void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.

13.0 **No Admission of Liability.** The Parties acknowledge that this Settlement Agreement is intended to expedite the resolution of the termination of the LLC and business agreements between the Parties. The execution of this Settlement Agreement shall not constitute an admission or establish any fault or liability in connection with any matter or thing by any of the Parties.

14.0 **Confidentiality and Nondisparagement.**

14.1 The Parties agree that the terms of this Settlement Agreement are confidential. The Parties shall not disclose any of the terms of this Settlement Agreement to third parties, except as necessary to enforce the Settlement Agreement, as otherwise required by law, or as ordered by a court of competent jurisdiction. The Parties and their authorized representative(s) shall not post or otherwise disclose any information about this Settlement Agreement on the Internet or any other paper or electronic media outlet, including but not limited to news organizations, websites, or newspapers, email, or social media (i.e., Facebook, Instagram, MySpace, Twitter, LinkedIn etc.). If and when third parties inquire about the released matters and/or this Settlement Agreement, the Parties and their authorized representative(s) may advise such third parties only that such matters were resolved as between the Parties and have been concluded.

14.2 Each Party agrees not to disparage or to make any remark, comment or statement that impugns the character, honesty, integrity, morality or business operations or abilities

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of any other Party, and to take no action which is intended, or would reasonably be expected, to harm any other Party or its or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to that Party.

15.0 **Interpretive Law and Choice of Forum and Jurisdiction.** This Settlement Agreement is made and entered into in the State of Arizona and shall in all respects be interpreted, conformed or governed by and under the laws of the State of Arizona. If any action is ever taken to enforce or interpret this Settlement Agreement, the venue and jurisdiction of any such proceeding shall be in the federal, state, or municipal courts of Maricopa County, Arizona. All parties irrevocably consent to said jurisdiction and venue, to the exclusion of all other potential or appropriate jurisdictions and/or venues.

16.0 **Attorneys' Fees and Costs.** Each Party shall bear his, her or its own attorneys' fees, costs and litigation expenses in connection with the Litigation and this Settlement Agreement, except as otherwise set forth herein. Should any Party breach this Settlement Agreement or fail to honor any or all of the provisions hereof, or should any Party be required to seek legal counsel in connection with the recovery of any losses or damages suffered as a result of any such breach, the successful party in any lawsuit shall be entitled to recover all reasonable costs and attorneys' fees.

17.0 **Effectiveness.** The Settlement Agreement shall become effective immediately upon execution by or on behalf of all of the Parties.

18.0 **Representations and Warranties.**

18.1 The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand, or any portion of or interest in any claim or demand, relating to any matter covered hereby.

18.2 The individuals signing this Settlement Agreement on behalf of the respective Parties hereby represent and warrant that he or she is authorized to enter this Settlement Agreement on behalf of the Party for which they sign.

18.3 Each Party to this Settlement Agreement represents and warrants that the Party has read and reviewed this Settlement Agreement and has either had the benefit of the advice of legal counsel of such Party's choice with respect to the terms of this Settlement Agreement, or had the opportunity to seek such advice, and that each Party has executed this Settlement Agreement as such Party's own free act and deed for the uses and purposes set forth herein.

18.4 No tax advice has been offered or given by any Party in the course of these negotiations, and each Party is relying upon the advice of their own tax consultant with regard to any tax consequences that may arise as a result of the execution of this Settlement Agreement.

19.0 **Headings.** The section headings set forth herein are for convenience only and do not set forth, modify, or affect the substantive terms of this Settlement Agreement.

20.0 **Severability.** If any provision of this Settlement Agreement is held to be invalid or unenforceable, all of the remaining provisions shall nevertheless continue in full force and effect.

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21.0 **Legal Capacity.** Each of the undersigned warrants that he/she/it is of legal age, is legally competent to execute this Settlement Agreement, and has the authority of the party for whom the undersigned is executing this Settlement Agreement.

22.0 **Counterparts and Execution.** The Parties agree that this Settlement Agreement may be executed in counterparts by each Party, each of which when so executed will be deemed an original document, but all of which will constitute a single document. This Settlement Agreement may be executed by facsimile or electronic copy, which shall be deemed to have the legal effect as an "original" signature.

23.0 **Interpretation of Settlement Agreement.** The Parties each hereby waive any and all rights to apply in the interpretation of this Settlement Agreement the rule of construction such that ambiguities are to be resolved against the drafter of this Settlement Agreement. For the purposes of this Settlement Agreement, the Parties agree that ambiguities, if any, are to be resolved in the same manner as would have been the case if this Settlement Agreement had been jointly conceived and drafted.




24.0 **Additional Documents.** The Parties agree to immediately sign, file, and/or record, as necessary, any additional documents reasonably required to give full force and effect to this Agreement and its contents herein.

25.0 **Non-waiver.** No party waives the right to a hearing or adjudication on the merits of any future dispute arising from this Settlement Agreement.

26.0 **Duty of Good Faith.** The implied covenant of good faith and fair dealing is expressly incorporated into this Settlement Agreement.

27.0 **Entire Agreement.** This Settlement Agreement contains the entire agreement and understanding between the Parties concerning its subject matter and integrates and supersedes all other agreements of any kind relating to the subject matter of this Settlement Agreement. Each of the undersigned warrants that no promise or inducement has been offered to the Party by any other Party or their representatives, except as set forth herein.

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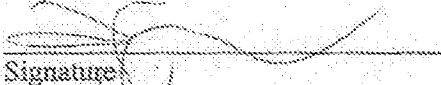
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

Kimberly Cahral


Signature

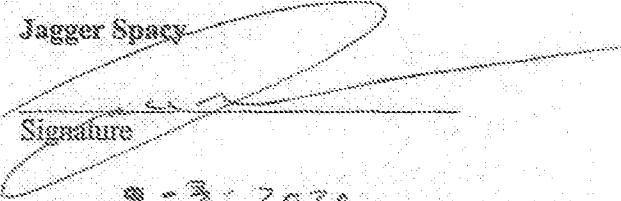
9/3/20
Date

Austin Spacy


Signature

9/3/2020
Date

Jagger Spacy


Signature

9-3-2020
Date

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Exhibit "A"

Transferred/Assigned Property to K.O.A., LLC

Tax ID#85-0590278

(A California Limited Liability Company)

Trademarks:

<u>Title</u>	<u>Owner</u>	<u>USPTO Record</u>	<u>Date</u>
"Jagger Spacy" (Std. Character)	Jagger Productions, LLC ¹	86387523	2016

Copyrights:

<u>Title</u>	<u>Author</u>	<u>Copyright Record</u>	<u>Date</u>
Fast Life (Various)	Jagger Spacy	PAu003790334	2015
Runaway and Allnight (Lyrics)	Jagger Spacy	PAu003829567	2016
Suffer (Registered by Austin)	Jagger Spacy	SRu001420383	2020
Jagger Productions First Mix	Jagger Spacy*	PAu003745814	2014
"FastLife" Official Music Video	Jagger Spacy*	PAu003853110	2017
Jagger Spacy "Pain" Official Video	Jagger Spacy*	PAu003853109	2017
Lyrics for Runaway and Allnight	Jagger Spacy*	PAu003829567	2016
Wher'd You Go	Jagger Spacy*	PAu003772243	2015

*Denotes sole ownership by Jagger Productions, LLC

¹ Note that this mark is under a co-existence agreement with Musidor, B.V., executed April 7, 2015 and attached herein.




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Austin Spacy Initials: 
Jagger Spacy Initials: 
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Exhibit "B"
Transfer of Trademark/Copyright Goodwill - Addendum
 Transferred/Assigned Property to K.O.A., LLC
 Tax ID#85-0590278
 (A California Limited Liability Company)




THE TRANSFER OF THE BELOW-LISTED TRADEMARKS AND COPYRIGHTS IS ALSO THE TRANSFER OF THE GOODWILL ASSOCIATED WITH THE RESPECTIVE TRADEMARKS AND COPYRIGHTS

Trademarks:

<u>Title</u>	<u>Owner</u>	<u>USPTO Record</u>	<u>Date</u>
"Jagger Spacy" (Std. Character)	Jagger Productions, LLC	86387523	2016

Copyrights:

<u>Title</u>	<u>Author</u>	<u>Copyright Record</u>	<u>Date</u>
Fast Life (Various)	Jagger Spacy	PAu003790334	2015
Runaway and Allnight (Lyrics)	Jagger Spacy	PAu003829567	2016
Suffer (Registered by Austin)	Jagger Spacy	SRu001420383	2020
Jagger Productions First Mix	Jagger Spacy*	PAu003745814	2014
"FastLife" Official Music Video	Jagger Spacy*	PAu003853110	2017
Jagger Spacy "Pain" Official Video	Jagger Spacy*	PAu003853109	2017
Lyrics for Runaway and Allnight	Jagger Spacy*	PAu003829567	2016
Wher'd You Go	Jagger Spacy*	PAu003772243	2015

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 Austin Spacy Initials 
 Jagger Spacy Initials 
 Nov 19 2013

United States of America
United States Patent and Trademark Office

Jagger Spacy

Reg. No. 4,933,310

Registered Apr. 5, 2016

Int. Cl.: 41

SERVICE MARK

PRINCIPAL REGISTER

JAGGER PRODUCTIONS, LLC (ARIZONA LIMITED LIABILITY COMPANY)
8937 EAST BELL ROAD
SCOTTSDALE, AZ 85260

FOR: ENTERTAINMENT SERVICES, NAMELY, SERVICES IN THE NATURE OF LIVE MUSICAL PERFORMANCES; COMPOSITION OF MUSIC FOR OTHERS; PRODUCTION OF MUSIC RECORDINGS AND MUSIC PRODUCTION SERVICES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

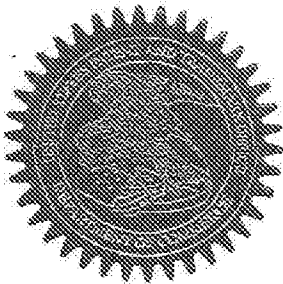
FIRST USE 9-11-2015; IN COMMERCE 11-4-2015.

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

THE NAME(S), PORTRAIT(S), AND/OR SIGNATURE(S) SHOWN IN THE MARK IDENTIFIES "JAGGER SPACY", WHOSE CONSENT(S) TO REGISTER IS MADE OF RECORD.

SN 86-387,523, FILED 9-7-2014.

RAMONA ORTIGA, EXAMINING ATTORNEY



Michelle K. Lee
Director of the United States
Patent and Trademark Office