

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.E.M. Capital Management LLC		04/04/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PopStroke Holdings LLC		
Street Address:	1001 US Highway One, Suite 500		
City:	Jupiter		
State/Country:	FLORIDA		
Postal Code:	33477		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6019642	POP STROKE EAT. PLAY. DRINK.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jcottingham@bressler.com		
Correspondent Name:	Joseph A. Cottingham		
Address Line 1:	200 E Las Olas Blvd, Suite 1500		
Address Line 4:	Ft. Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Joseph A. Cottingham		
SIGNATURE:	/Joseph A. Cottingham/		
DATE SIGNED:	04/06/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 4, 2022, is made by J.E.M. Capital Management LLC ("**Transferor**"), a Florida limited liability company, located at 1001 US Highway One, Suite 500, Jupiter, Florida 33477, in favor of PopStroke Holdings LLC ("**Transferee**"), a Florida limited liability company, located at 1001 US Highway One, Suite 500, Jupiter, Florida 33477.

WHEREAS, for good and valuable consideration, Transferor has conveyed, transferred, and assigned to Transferee, certain intellectual property of Transferor, 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. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title, and interest in and to the following:

(a) the trademark registration 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 Transferor 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. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Transferee. Following the date hereof, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee 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 Transferee, or any assignee or successor thereto.

3. Counterparts. 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. A signed copy of this Trademark 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 Trademark Assignment.

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

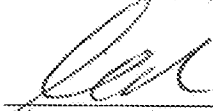
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance 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).

[SIGNATURE PAGE FOLLOWS]

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

TRANSFEROR:

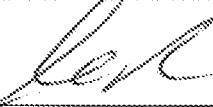
J.E.M. CAPITAL MANAGEMENT LLC
a Florida limited liability company

By: 
Name: Gregory Bartoli
Title: Sole Member

AGREED TO AND ACCEPTED:

TRANSFeree:

POPSTROKE HOLDINGS LLC
a Florida limited liability company

By: 
Name: Gregory Bartoli
Title: Manager and Chief Executive Officer

SCHEDULE 1

Assigned Trademark

Trademark Registration

Mark	Jurisdiction	Registration Number	Registration Date
Pop Stroke Eat. Play. Drink.	United States Patent and Trademark Office	6,019,642	March 24, 2020

See attached Registration Certificate for additional information.