

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Arts District, LLC		04/01/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	FOC JP Prop 6, LLC		
Street Address:	24 NE 59th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33137		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90118246	PHOENIX ARTS DISTRICT	
Serial Number:	90138806	PHX	
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>			
Phone:	9043465783		
Email:	tjackson@rtlaw.com		
Correspondent Name:	Trace H. Jackson		
Address Line 1:	1301 Riverplace Blvd. Ste. 1500		
Address Line 4:	Jacksonville, FLORIDA 32207		
NAME OF SUBMITTER:	Trace H. Jackson		
SIGNATURE:	/Trace H. Jackson/		
DATE SIGNED:	04/14/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

PHOENIX ARTS DISTRICT

This Intellectual Property Assignment (this "IP Assignment") is made, entered into and effective as of March 30, 2022 (the "Effective Date"), by and between Phoenix Arts District, LLC, a Florida limited liability company, having an address at 3852 St. Johns Avenue, Jacksonville, Florida 32204 (the "Phoenix") and FOC JP Prop 6, LLC, a Delaware limited liability company, having an address at 24 NE 59th Street, Miami, FL 33137 ("Assignee"), the purchaser of certain assets of Phoenix pursuant to the Commercial Contract dated January 25, 2022, as amended, from time to time, and assigned (the "PSA").

Background

Under the terms of the PSA, Phoenix has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Phoenix, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office.

Agreement

NOW, THEREFORE, the parties, in consideration of the mutual agreements and promises herein contained, the receipt and adequacy of which are hereby acknowledged, do hereby agree, intending to be legally bound, as follows:

1. Assignment. Phoenix hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Phoenix's right, title, and interest in and to the following:

(a) the trademark/service mark registrations and trademark/service mark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark/service mark applications set forth on Schedule 1, the transfer of such applications accompanies, pursuant to the PSA, the transfer of that portion of Phoenix's business to which the trademarks/service marks pertain, and that the business is ongoing and existing;

(b) all rights of any kind whatsoever of Phoenix 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 due or payable on or after the Effective Date with respect to any and all of the foregoing;

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive or other legal and equitable relief for

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past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right (but not the obligation) to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages;

(e) all websites, including phoenixartsdistrict.com, in the control of Phoenix and using or referencing any of the Assigned Trademarks, the copyright in and to all content on such websites, and the domain names associated with such websites; and

(f) all other intellectual property rights obligated to be assigned by Phoenix to Assignee pursuant to the PSA.

2. Recordation and Further Actions. Phoenix hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Phoenix shall, at Assignee's expense, take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, as may be reasonably necessary to effect the assignment of the Assigned Trademarks to Assignee or any successor thereto.

3. Terms of the PSA. The parties acknowledge that this IP Assignment is entered into pursuant to the PSA. The representations, warranties, covenants, agreements, and indemnities contained in the PSA are not superseded by this IP Assignment but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms of the PSA and the terms hereof, the terms of the PSA control.

4. Miscellaneous.

(a) Binding Effect. Except as otherwise provided in this IP Assignment, this IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, transferees, and assigns.

(b) Governing Law. This IP Assignment shall be governed by, and interpreted under, the laws of the State of Florida applicable to contracts made and to be performed therein, without giving effect to the principles of conflicts of law. The parties to this IP Assignment hereby agree that any legal suit, action, or proceeding arising out of or relating to this IP Assignment must be instituted in a federal or state court location in Duval County, Jacksonville, Florida, and the parties to this IP Assignment hereby irrevocably submit to the jurisdiction of any such court and waive any objection to the laying of venue in, jurisdiction over their person in, or the inconvenience of, such forum. In connection with any litigation brought which arises out of or relates to this IP Assignment, the prevailing parties shall be entitled to recover all costs and expenses therein incurred including reasonable attorneys' fees at trial and on appeal.

(c) Interpretation. Should any provision of this IP Assignment require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms to this IP Assignment shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have

participated in the preparation to this IP Assignment.

(d) Specific Performance. Each party agrees with the other party that the other party would be irreparably damaged if any of the provisions of this IP Assignment are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to injunctive relief to prevent breaches of this IP Assignment and specifically to enforce the terms and provisions to this IP Assignment.

(e) Entire Agreement. The parties expressly declare and understand that no promises, inducements, consideration or agreements not herein expressed have been made to them. This IP Assignment constitutes the entire agreement between the parties with respect to its subject matter, and merges all prior discussions between them. The parties shall not be bound by any conditions, definitions, or representations with respect to the subject matter of this IP Assignment other than as expressly provided herein or as duly set forth subsequent to the date to this IP Assignment in writing and signed by a duly authorized representative of the party to be bound thereby, except as provided in Section 3. This IP Assignment may only be amended or modified by a writing signed by the parties.

(f) Waivers; Remedies. The observance of any term of this IP Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party or parties entitled to enforce such term, but any such waiver shall be effective only if in writing signed by the party or parties against which such waiver is to be asserted. Except as otherwise provided herein, no failure or delay of any party in exercising any power or right under this IP Assignment shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other farther exercise thereof or the exercise of any other right or power.

* * * * *

[Signatures of the parties begin on the following page]

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first above written.

Phoenix:

Signed, sealed and delivered in the presence of:

Phoenix Arts District, LLC

[Handwritten Signature]

Name Printed: Shirley G. Johnson

By: *[Handwritten Signature]*
Christy Frazier, its Manager

[Handwritten Signature]

Name Printed: Deborah L. Novak

Date: April 1, 2022

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of April, 2022, by Christy Frazier as manager for Phoenix Arts District, LLC.

[Handwritten Signature]

Notary Signature

(NOTARY SEAL)

Notary Name

Personally known _____ OR Produced identification

Type of Identification Produced: FL Driver's License



Deborah L. Novak
Comm.: HN 203554
Expires: Dec. 30, 2023
Notary Public - State of Florida

Signed, sealed and delivered
in the presence of:

Assignee:

FOC JP Prop 6, LLC

[Signature]
Name Printed: Sandra Karnos

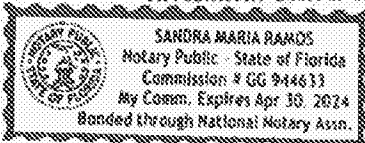
By: *[Signature]*
Ralph Davies, its Chief Investment
Officer

[Signature]
Name Printed: Michael Vent

Date: April 1st, 2022

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization this 1st day of April, 2022, by Ralph Davies as Chief
Investment Officer for FOC JP Prop 6, LLC.



[Signature]
Notary Signature

(NOTARY SEAL) Sandra Karnos
Notary Name

Personally known OR Produced identification _____

Type of Identification Produced: _____