# OP \$165.00 6102516

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM745406

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

### **CONVEYING PARTY DATA**

| Name                        | Formerly | Execution Date | Entity Type          |
|-----------------------------|----------|----------------|----------------------|
| Rubin Brothers Holdings Inc |          | 08/01/2022     | Corporation: FLORIDA |

### **RECEIVING PARTY DATA**

| Name:           | Fairmont Holdings, Inc. |  |
|-----------------|-------------------------|--|
| Street Address: | 3700 S.W. 30th Ave.     |  |
| City:           | Hollywood               |  |
| State/Country:  | FLORIDA                 |  |
| Postal Code:    | 33312                   |  |
| Entity Type:    | Corporation: FLORIDA    |  |

## **PROPERTY NUMBERS Total: 6**

| Property Type        | Number   | Word Mark             |
|----------------------|----------|-----------------------|
| Registration Number: | 6102516  | BLIND FAITH           |
| Registration Number: | 6246836  | KINTSUGI              |
| Registration Number: | 6449083  | NEFARIOUS INTERLOPERS |
| Registration Number: | 6548956  | WAGYU A5+             |
| Registration Number: | 6584634  | MADCAP                |
| Serial Number:       | 97063441 | MADCAP                |

### **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:** 305 858 2627

Email: kim@kkolbacklaw.com

Correspondent Name: Law Offices Of Kimberly Kolback Address Line 1: Law Offices Of Kimberly Kolback 1884 Brickell Ave., Suite 800

Address Line 2: c/o Kim Kolback

Address Line 4: Miami, FLORIDA 33131

| NAME OF SUBMITTER: | Kimberly Kolback |
|--------------------|------------------|
| SIGNATURE:         | /s/Kim Kolback/  |
| DATE SIGNED:       | 08/02/2022       |

TRADEMARK REEL: 007809 FRAME: 0520

# **Total Attachments: 2**

source=Executed Assignment 8-1-2022-Rubin Bros to Fairmont#page1.tif source=Executed Assignment 8-1-2022-Rubin Bros to Fairmont#page2.tif

TRADEMARK REEL: 007809 FRAME: 0521

# INTELLECTUAL PROPERTY ASSIGNMENT from Rubin Brothers Holdings Inc to Fairmont Holdings, Inc.

THIS ASSIGNMENT is effective this 6 of 1905, 2022 ("Effective Date") from Rubin Brothers Holdings Inc, a Florida corporation, 3700 S.W. 30th Ave., Hollywood, Florida, 33312 ("Assignor"), to Fairmont Holdings, Inc., a Florida corporation, 3700 S.W. 30th Ave., Hollywood, Florida 33312 ("Assignee").

WHEREAS, Assignor owns all rights, title and interest in, to and under certain intellectual property, to wit:

United States Trademark Registration No. 6102516 for the mark BLIND FAITH registered on July 14, 2020;

United States Trademark Registration No. 6246836 for the mark KINTSUGI registered on January 12, 2021;

United States Trademark Registration No. 6449083 for the mark NEFARIOUS INTERLOPERS registered on August 10, 2021;

United States Trademark Registration No. 6548956 for the mark WAGYU A5+ registered on November 2, 2021;

United States Trademark Registration No. 6584634 for the mark MADCAP registered on December 7, 2021; and,

United States Trademark Application Serial No. 97/063441 for the mark MADCAP filed on October 7, 2021.

Hereafter collectively referred to as the "Intellectual Property".

WHEREAS, Assignee wishes to acquire from Assignor all of its rights, title and interest in, to and under such Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, Assignors' entire rights, title and interest in, to and under the following Intellectual Property:
  - A. 1) United States Trademark Registration No. 6102516 for the mark BLIND FAITH registered on July 14, 2020;
  - 2) United States Trademark Registration No. 6246836 for the mark KINTSUGI registered on January 12, 2021;
  - 3) United States Trademark Registration No. 6449083 for the mark NEFARIOUS INTERLOPERS registered on August 10, 2021;
  - 4) United States Trademark Registration No. 6548956 for the mark WAGYU A5+ registered on November 2, 2021;

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- 5) United States Trademark Registration No. 6584634 for the mark MADCAP registered on December 7, 2021; and,
- 6) United States Trademark Application Serial No. 97/063441 for the mark MADCAP filed on October 7, 2021.
- B. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Intellectual Property occurring as of the Effective Date, including the right to receive all proceeds and damages therefrom.
- C. Any and all rights to license fees, royalties, profits, compensation or other payments or remuneration of any kind relating to the Intellectual Property; and
- D. Any and all rights to obtain renewals, reissues and extensions of registrations or other legal protections pertaining to the Intellectual Property.
- 2. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Intellectual Property, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 3. Assignor hereby covenants that it is the sole owner of the Intellectual Property, free and clear of any and all liens, security interests, claims or other encumbrances of any kind, that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreements inconsistent herewith.
- 4. Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Intellectual Property in Assignee and to record this Assignment with all appropriate authorities.
- 5. This Assignment may be executed in any number of counterparts, and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the Parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first set forth above.

By:

ASSIGNOR: Rubin Brothers Holdings Inc

ASSIGNEE: Fairmont Holdings, Inc.

Print name: Bradley Rubin

Print name: Alan Rubin

Title: Vice President

Title: President

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