

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900776102		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TURNBERRY AIRPORT HOLDINGS, LLC		04/24/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JS IP LLC		
Street Address:	19950 W. Country Club Drive		
Internal Address:	10th Floor		
City:	Aventura		
State/Country:	FLORIDA		
Postal Code:	33180		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4659918	FONTAINEBLEAU AVIATION	
Registration Number:	4617891	FB	
Registration Number:	4758843	FLY FAMOUSLY	
Registration Number:	5698449	FB AVIATION	
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:	305-967-7450		
Email:	trademarks@caldera.law		
Correspondent Name:	CALDERA LAW		
Address Line 1:	300 S.E. 2nd Street		
Address Line 2:	Suite 600		
Address Line 4:	Ft. Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Janet C. Moreira		
SIGNATURE:	/Janet C. Moreira/		
DATE SIGNED:	06/08/2023		

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of April 24, 2023 (the “**Effective Date**”), is made by and between TURNBERRY AIRPORT HOLDINGS, LLC, a Florida limited liability company (“**Assignor**”), with an address of 19950 W. Country Club Drive, 10th Floor, Aventura, FL 33180, in favor of JS IP LLC, a Delaware limited liability company, (“**Assignee**”), with an address of 19950 W. Country Club Drive, 10th Floor, Aventura, FL 33180. Assignor and Assignee shall be referred to collectively as the “parties.”

WHEREAS Assignor is the owner of all right, title and interest in and to the trademark applications and/or registrations listed in Schedule 1, as well as common law rights embodied in such marks;

WHEREAS Assignor desires to convey, transfer, and assign to Assignee, and Assignee desires to receive, certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the USPTO, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree 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 (individually or collectively, the “**Assigned Trademarks**”):
 - (a) all trademarks set forth on Schedule 1, and any marks consisting of **FONTAINEBLEAU** or **FB (Stylized)**, whether registered or unregistered, any trademark registrations, trademark applications, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this

Trademark Assignment upon request by either of the parties. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, 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, construed and enforced in accordance with the laws of the state of Florida, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located in Florida and hereby waive any objection it may now or hereafter have to venue or to convenience of forum and agree that all disputes relating to or arising from the Trademark Assignment, or any other agreement or document referred to herein shall be heard and determined only in any such court.

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

TURNBERRY AIRPORT HOLDINGS
LLC

Signed: 
Name: Jeffrey Soffer
Title: Manager


AGREED TO AND ACCEPTED:


JS IP LLC

By: 
Name: Sheryl Kass
Title: Authorized Signatory

Schedule 1 – Assigned Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
FONTAINEBLEAU AVIATION	United States	4659918	February 12, 2013	<p>037: Airplane and aircraft licensed repair facility services; aircraft fueling services; aircraft sanitation services, namely, cleaning services; aircraft service, maintenance, and repair.</p> <p>039: et charter services; aircraft charter services; flight based operations services in the nature of fixed based operator (FBO) services, namely, providing flight planning services and flight support services, namely, monitoring and guidance of the flight and position of aircraft, management of the weight and balance of aircraft, and aircraft load planning services, and providing information and advisory services relating thereto; aircraft storage; aircraft arrival and departure reservation services; communications access, namely, providing aircraft pilots and crew with temporary access to communications equipment for purposes of flight planning; providing rest areas and waiting areas, namely transit lounge facilities for aircraft pilot and crew relaxation; audio/visual support, namely, providing aircraft pilots and crew with temporary access to audio/visual equipment; limousine services; car rental services; concierge services in the nature of making arrival and departure reservations for aircraft.</p> <p>041: Flight school services, namely, airplane flight instruction; providing information regarding entertainment and golf to aircraft pilots and crew.</p> <p>043: Providing of food and drink; providing meeting and conference room facilities; catering services; providing sleeping quarters for aircraft pilots and crew; providing information regarding hotels and dining to aircraft pilots and crew</p>

<p>FB (Stylized)</p> 	<p>United States</p>	<p>4617891</p>	<p>October 7, 2014</p>	<p>037: Providing airplane and aircraft repair services; aircraft sanitation services, namely, cleaning services; airplane detailing.</p> <p>039: Jet charter services; aircraft charter services; flight based operations services in the nature of fixed based operator (FBO) services, namely, providing flight support and flight-planning facilities, sales of aviation fuel, aircraft fueling services, aircraft storage, aircraft servicing, maintenance and repair services, aircraft arrival and departure reservation services, communications access, waiting areas and restroom facilities, pilot/crew rest areas and sleeping quarters, concierge services, meeting and conference room facilities, secretarial services, audio/visual support, limousine services, catering services; information in the field of shipping; car rental services.</p> <p>041: Flight school services, namely, airplane flight instruction; entertainment information; information in the field of golf.</p> <p>043: Providing of food and drink; snack bar services; catering services; providing information and advice regarding hotels and restaurants to tourists and business travelers.</p> <p>045: Personal concierge services for others comprising making requested personal arrangements and reservations and providing customer specific information to meet individual needs, all rendered in business establishments.</p>
<p>FLY FAMOUSLY</p>	<p>United States</p>	<p>4758843</p>	<p>June 23, 2015</p>	<p>037: Airplane and aircraft licensed repair facility services; aircraft fueling services; aircraft sanitation services, namely, cleaning services; aircraft service, maintenance, and repair.</p> <p>039: Jet charter services; aircraft charter services; flight based operations services in the nature of fixed based operator (FBO) services, namely, providing flight planning services and flight support services, namely, monitoring and guidance of the flight and position of aircraft, management of the weight and balance of aircraft, and aircraft load planning services, and providing information and advisory services relating thereto; aircraft</p>

				<p>storage; aircraft arrival and departure reservation services; communications access, namely, providing aircraft pilots and crew with temporary access to communications equipment for purposes of flight planning; providing rest areas and waiting areas, namely transit lounge facilities for aircraft pilot and crew relaxation; audio/visual support, namely, providing aircraft pilots and crew with temporary access to audio/visual equipment; limousine services; car rental services; concierge services in the nature of making arrival and departure reservations for aircraft.</p> <p>041: [Flight school services, namely, airplane flight instruction;] providing information regarding entertainment and golf to aircraft pilots and crew.</p> <p>043: Providing of food and drink; providing meeting and conference room facilities; [catering services; providing sleeping quarters for aircraft pilots and crew;] providing information regarding hotels and dining to aircraft pilots and crew.</p>
<p>FB AVIATION (Stylized)</p>  <p>AVIATION</p>	United States	5698449	March 12, 2019	<p>025: Clothing and accessories, namely, shirts, T-shirts, tank tops, sweatshirts, tops, jackets, hats.</p> <p>037: Airplane and aircraft licensed repair facility services; aircraft fueling services; aircraft sanitation services, namely, cleaning services; aircraft service, maintenance, and repair.</p> <p>039: Jet charter services; aircraft charter services; flight based operations services in the nature of fixed based operator (FBO) services, namely, providing flight planning services and flight support services, namely, monitoring and guidance of the flight and position of aircraft, management of the weight and balance of aircraft, and aircraft load planning services, and providing information and advisory services relating thereto; aircraft storage; aircraft arrival and departure reservation services; providing rest areas and waiting areas, namely, transit lounge facilities for aircraft pilot and crew relaxation; limousine services; car rental services; concierge services in</p>

				<p>the nature of making arrival and departure reservations for aircraft.</p> <p>041: Flight school services, namely, airplane flight instruction; providing information regarding entertainment and golf to aircraft pilots and crew.</p> <p>042: Communications access, namely, providing aircraft pilots and crew with temporary access to a website featuring technology that allows users to perform flight planning tasks; audio/visual support, namely, providing aircraft pilots and crew with temporary access to a website featuring technology that allows users to perform flight planning tasks.</p> <p>043: Providing of food and drink; providing meeting and conference room facilities; catering services; providing sleeping quarters for aircraft pilots and crew; providing information regarding hotels and dining to aircraft pilots and crew.</p>
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