

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CFS HOLDINGS, LLC		11/20/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	CNL INTELLECTUAL PROPERTIES, LLC		
Street Address:	450 S ORANGE AVE		
City:	ORLANDO		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1486543	BLACK-EYED PEA	
Registration Number:	2824219	THE BLACK-EYED PEA	
CORRESPONDENCE DATA			
Fax Number:	4078434444		
<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:	4078434600		
Email:	trademarks@lowndes-law.com		
Correspondent Name:	Jon M. Gibbs		
Address Line 1:	215 North Eola Drive		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	163832		
NAME OF SUBMITTER:	Jon M. Gibbs, Reg. No. 47,594		
SIGNATURE:	/Jon M. Gibbs/		
DATE SIGNED:	12/29/2023		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is executed as of November 20, 2023, sets forth the agreement between CFS Holdings, LLC (“**Assignor**”) and CNL Intellectual Properties, LLC (“**Assignee**”) with respect to the Acquired Rights (as defined below).

1. In consideration of the mutual covenants and agreements set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, and conveys, to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor’s right, title, and interest of every kind and nature in and to any and all of Assignor’s intellectual property, including, without limitation, as identified in “Schedule A” and included herewith (“**Acquired Rights**”). The Acquired Rights include without limitation any:

(a) copyrights/patents/trademarks, trade names and service marks, together with the goodwill of the business connected with the use of, and symbolized by, such marks, whether registered or unregistered, and any exclusive copyright licenses;

(b) issuances, extensions, and renewals of any registrations and applications related thereto;

(c) 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, misappropriation, violation, breach, or default; and

(d) other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided at law or in equity throughout the world.

The parties acknowledge and agree that Assignor is selling, assigning, transferring, and conveying whatever interest Assignor has or may have in the Acquired Rights, if any, without any representations or warranties of any kind.

2. Further Assurances. From and after the date hereof, 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 necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

3. General.

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and

supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of Florida and County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

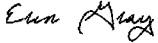
(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR

CFS Holdings, LLC, a Florida limited liability company


By: **CNL Financial Group Investment Management, LLC**, a Florida limited liability company, its Manager

By: 
Name: Erin M. Gray
Title: Senior Vice President, Legal

ASSIGNEE

CNL Intellectual Properties, LLC, a Florida limited liability company

By: **CNL Financial Group Investment Management, LLC**, a Florida limited liability company, its managing member

By: 
Name: Erin M. Gray
Title: Senior Vice President, Legal

SCHEDULE "A"
INTELLECTUAL PROPERTY SCHEDULE

MARK	REGISTRATION NUMBER
BLACK-EYED PEA	U.S. TM Reg. No.: 1,486,543
THE BLACK-EYED PEA	U.S. TM Reg. No.: 2,824,219