

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626309

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900596574

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seminole Tribe of Florida		01/28/2021	Federally-Recognized Indian Tribe: UNITED STATES

RECEIVING PARTY DATA

Name:	Hard Rock Cafe International (USA), Inc.
Street Address:	5701 Sterling Road
City:	Hollywood
State/Country:	FLORIDA
Postal Code:	33314
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4862271	WHAMMY BAR
Registration Number:	6246267	HARD ROCK CELLAR

CORRESPONDENCE DATA

Fax Number: 9549774717

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: 954-977-4711

Email: mrichter@RichterTrademarks.com

Correspondent Name: Miriam Richter

Address Line 1: 2312 Wilton Drive, Suite 9

Address Line 4: Wilton Manors, FLORIDA 33305

NAME OF SUBMITTER:	Miriam Richter
SIGNATURE:	/Miriam Richter/
DATE SIGNED:	02/15/2021

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (“Assignment”) is entered into by and between the Seminole Tribe of Florida, a Federally-Recognized Indian Tribe in the United States, located at 6300 Sterling Road, Hollywood, FL 33024 (hereinafter called “the Assignor”) and Hard Rock Cafe International (USA), Inc., a Florida corporation with an address of 5701 Stirling Road, Davie, FL 33314 (hereinafter called “the Assignee”) (collectively “the Parties”).

This Assignment shall be effective as of January 28, 2021 (“Effective Date”).

Recitals

- A. Since the year 2007, Assignor has dedicated time, effort, and expense into developing a bar entitled WHAMMY BAR including, but not limited to:
1. Obtaining United States Federal Trademark Registration No. 4,862,271, for WHAMMY BAR covering bar services in International Class 43;
 2. Expending time and resources to promote the service and garner goodwill;
 3. Expending monies advertising and publicizing the bar.
- B. Since the year 2019, Assignor has dedicated time, effort, and expense into developing a retail wine store entitled HARD ROCK CELLAR including, but not limited to:
1. Obtaining United States Federal Trademark Registration No. 6,246,267, for HARD ROCK CELLAR covering retail store services featuring wine and spirits in International Class 35;
 2. Expending time and resources to promote the service and garner goodwill;
 3. Expending monies advertising and publicizing the store.

(The above-stated trademark registrations and goodwill collectively referred to herein as the "Intellectual Property").

- B. Assignee desires to acquire all of Assignor’s right, title, goodwill, and interest in the Intellectual Property.
- C. Assignor seeks to give, grant, sell, transfer, convey and assign (collectively “assign”) to Assignee all of its right, title, goodwill, and interest in the Intellectual Property.

Assignment

NOW, THEREFORE, for consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee agree to the following terms:

- A. Rights Assigned. Assignor does hereby assign unto Assignee all of Assignor's right, title, goodwill, and interest in the Intellectual Property as stated above to be held, enjoyed, prosecuted, and maintained by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, or other legal representatives, for the full life of the Intellectual Property as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been entered into by the parties. Assignee shall prepare and file with the United States Patent and Trademark Office a formal notice of trademark assignment.

- B. Warranty. Assignor hereby represents and warrants that Assignor has the full power, authority and right to assign the Intellectual Property as herein provided; that Assignor has not previously granted, conveyed, licensed, sold, transferred, or assigned to any other party any right, title, goodwill, or interest in or to the Intellectual Property, nor will Assignor hereafter do any of the foregoing.

- D. Assignment. This Assignment and all obligations and undertakings hereunder shall inure to the benefit of Assignor and Assignee and their respective employees, agents, successors, assigns, transferees, heirs and executors.

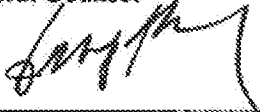
- E. (a) This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Assignment as to the Parties and may be used in lieu of the original Assignment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Signatures

For the Assignor:

Jim Shore
General Counsel



Signature

Executed this 28th day of January, 2021.

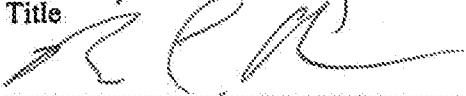
For the Assignee:

BRIAN ALEXANDER

Name

VP & SECRETARY

Title



Signature

Executed this 29th day of January, 2021.