

T20000000953

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

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K. SALY

AUG 29 2022

8/29



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 6, 2022

TRACE H. JACKSON  
ROGERS TOWERS, P.A.  
1301 RIVERPLACE BLVD, STE. 1500  
JACKSONVILLE, FL 32207

SUBJECT: PHOENIX ARTS DISTRICT  
Ref. Number: T20000000953

We have received your document for PHOENIX ARTS DISTRICT and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please submit our form (filled out) along with the "INTELLECTUAL PROPERTY ASSIGNMENT". We will accept the notarized signatures on the "INTELLECTUAL PROPERTY ASSIGNMENT".

We are enclosing the proper form(s) with instructions for your convenience.

Pursuant to s. 495.035(5), F.S., this application will be considered abandoned if the applicant fails to reply or resubmit the corrected/amended application within three months from date of this letter.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Karen A Saly  
Regulatory Specialist II

Letter Number: 822A00012619

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Phoenix Arts District (T0000000953)  
\_\_\_\_\_  
(Name of Mark to be assigned)

Dear Sir or Madam:

The enclosed Mark Assignment and fee(s) are submitted for filing. Please return all correspondence concerning this matter to the following:

Trace H. Jackson

\_\_\_\_\_  
(Name of Person)

Rogers Towers, P.A.

\_\_\_\_\_  
(Firm/Company)

1301 Riverplace Blvd., Suite 1500

\_\_\_\_\_  
(Address)

Jacksonville, FL 32207

\_\_\_\_\_  
(City/State and Zip Code)

For further information concerning this matter, please call:

Trace H. Jackson

at \_\_\_\_\_  
(Name of Person)

904 346-5783

( \_\_\_\_\_ ) \_\_\_\_\_  
(Area Code & Daytime Telephone Number)

**Mailing Address:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**FILING FEE: \$50 per class**

ASSIGNMENT OF MARK REGISTRATION

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2022 AUG 25 PM 1:14  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

- 1. The mark to be assigned is: Phoenix Arts District
- 2. Registration Number: T20000000953
- 3. (a) Assignor's name: Phoenix Arts District, LLC

(b) Assignor's Business Address: 3852 St. Johns Avenue  
Jacksonville, FL 32204  
 City/State/Zip

If Different, Assignor's Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City/State/Zip

- 4. (a) Assignee's name: FOC JP Prop 6, LLC

(b) Assignee's Business Address: 24 NE 59th Street  
Miami, FL 33137  
 City/State/Zip

If Different, Assignee's Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City/State/Zip

- (c) Assignee's telephone number: ( 904 ) 346-5783
- Individual       Corporation       Joint Venture       Limited Liability Company
- General Partnership       Limited Partnership       Union       Other: \_\_\_\_\_

If other than an individual,  
 (1) Florida registration/ document number: M22000013334 (2) Domicile State: Delaware  
 (3) Federal Employer Identification Number: \_\_\_\_\_

5. All right, title and interest in and to said mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark) is hereby

assigned by Phoenix Arts District to FOC JP Prop 6, LLC  
(the Assignor) (the Assignee)

6. Assignor's Signature: signature and notarization attached

By Christy Frazier  
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Name of Individual Signing)

who is personally known to me  whose identity I proved on the basis of \_\_\_\_\_  
(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

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2022 AUG 26 PM 1:14  
STATE OF FLORIDA  
TALLAHASSEE

7. Assignee's Signature: signature and notarization attached

By Ralph Davies  
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Name of Individual Signing)

who is personally known to me  whose identity I proved on the basis of \_\_\_\_\_  
(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## 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 59<sup>th</sup> 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

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: Stevanne G. Anderson

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

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2022 AUG 26 PM 4: 14  
CLARE M. WISSE, Notary Public  
FALLAHSSEE, FLORIDA



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

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2022 AUG 26 PM 4:14  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Assignee:

FOC JP Prop 6, LLC

Signed, sealed and delivered  
in the presence of:

*Sandra Ramos*  
Name Printed: Sandra Ramos

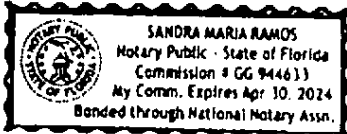
*Michael Vait*  
Name Printed: Michael Vait

By: *Ralph Davies*  
Ralph Davies, its Chief Investment  
Officer

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 1<sup>st</sup> day of April, 2022, by Ralph Davies as Chief  
Investment Officer for FOC JP Prop 6, LLC.



*Sandra Ramos*  
Notary Signature

(NOTARY SEAL) Sandra Ramos  
Notary Name

Personally known  OR Produced identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**Schedule 1**  
(Assigned Trademarks)

Trademark/Service Mark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>Phoenix Arts District</b>	Florida	T20000000953	September 10, 2020
<b>PHX Logo Formed By Colored Blocks</b>	Florida	T20000000954	September 10, 2020

Trademark/Service Mark Applications

<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Serial Number</b>	<b>Filing Date</b>
<b>Phoenix Arts District</b>	United States	Pending (ITU)	90/118,246	August 17, 2020
<b>PHX</b>	United States	Pending (ITU)	90/138,806	August 26, 2020