

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tiffany M Stewart		11/12/2014	INDIVIDUAL: UNITED STATES
Melvin M Stewart		11/12/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Swim Swam Partners, LLC		
Doing Business As:	swimswam.com		
Street Address:	7308 Seneca Falls Loop		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78739		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4442152	SWIM SWAM	
CORRESPONDENCE DATA			
Fax Number:	5126726120		
<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:	512-586-0709		
Email:	tiffany@swimswam.com		
Correspondent Name:	Tiffany Stewart		
Address Line 1:	7308 Seneca Falls Loop		
Address Line 4:	Austin, TEXAS 78739		
NAME OF SUBMITTER:	Tiffany Stewart		
SIGNATURE:	/Tiffany Stewart/		
DATE SIGNED:	11/12/2014		
Total Attachments: 6			
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TRADEMARK			

OP \$40.00 4442152

Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement"), entered into as of the last date signed below (the "Effective Date"), is by and between Mel Stewart and Tiffany Stewart, U.S. individuals with an address of 7308 Seneca Falls Loop, Austin, Texas 78739 (collectively, "Assignor"), and Swim Swam Partners, LLC, a Texas limited liability company with an address of 7308 Seneca Falls Loop, Austin, Texas 78739 ("Assignee") (collectively, the "Parties" and individually the "Party").

Background

A. Assignor, itself and through its licensees, has adopted and used the trademarks listed in the attached **Exhibit A** (collectively, the "Marks"), on or in connection with a variety of goods and services.

B. Assignor is the owner of the United States Trademark Registration listed in the attached **Exhibit A** (the "Registration").

C. Assignee desires to acquire any and all rights and goodwill associated with the Marks and the Registration.

NOW, THEREFORE, the Parties, in consideration of the mutual agreements contained herein and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. Assignment and Ownership of Marks

1.1. Assignment. Assignor assigns to Assignee all right, title, and interest in and to the Marks and Registration, together with the goodwill of the business symbolized by the Marks.

1.2 Further Acts and Recordation. Assignor agrees to promptly execute all documents, papers, forms, and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee the full right, title, and interest in the Marks and the Registration, including by not limited to signing the Recordal Assignment of the Marks attached hereto as **Exhibit B** for recording in the United States Patent and Trademark Office, and providing reasonable cooperation and assistance as needed to protect Assignee's rights in the Marks. Assignee may request the United States Commissioner of Patent and Trademarks or any other appropriate authority to issue in Assignee or its nominee's name all certificates of registration for the Marks.

1.3 Ownership of Marks. After the Effective Date, Assignor acknowledges the validity of the Marks and Assignee's ownership of the Marks, and agrees never to challenge, contest, or question the validity of the Marks and Registration or Assignee's ownership thereof.

2. Representations and Warranties

Assignor represents, warrants, and covenants to Assignee that:

2.1 Assignor is the owner of the Marks and the Registration; and

2.2 The Marks and the Registration are valid and subsisting and have not been abandoned.

3. Indemnification

Assignee agrees to indemnify and hold harmless Assignor, its agents, officers, employees, successors, licensees, affiliates, and assignees from and against any and all claims, suits, liabilities, costs, damages, and expenses, including attorneys' fees and court costs, incurred by Assignor in connection with or arising from Assignee's use of the Marks or Registration.

4. Miscellaneous Provisions

4.1 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

4.2 Authority and General Warranties. Assignor represents and warrants to Assignee that it is duly existing; that it has full power and authority to enter into this Agreement; that this Agreement does not and will not interfere with any other agreement to which it is a party; that it will not enter into any agreement the execution or performance of which would violate or interfere with this Agreement.

4.3 Modifications and Waivers. No modification or waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the Parties. No delay or omission by a Party to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver of any provision of this Agreement on any occasion shall not constitute a waiver of such provision on any succeeding occasion.

4.4 Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any prior agreements, if any, made between the Parties (orally or in writing) relative to the subject matter of the Agreement.

4.5 Survivability. The representations made in this Agreement shall survive its termination.

4.6 Severability. If any term, condition or other provision of this Agreement is held invalid by the court of law with binding authority, then the remainder of the Agreement shall remain in full force and effect in any and all circumstances, and the Parties shall cooperate to reform the invalidated provision to reflect the Parties' true intent.

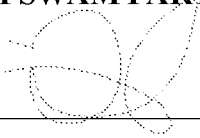
4.7 Governing Law. The laws of the state of Texas govern this Agreement and any disputes arising hereunder without reference to principles of choice or conflicts of law.

4.8 Counterparts. This Agreement 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.

The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date of the last signature below.

SWIM SWAM PARTNERS, LLC

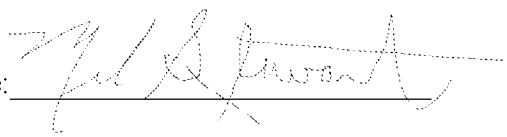
By:  _____

Name: Tiffany Stewart

Title: Managing Partner

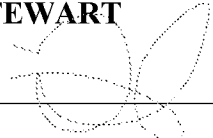
Date: November 12, 2014

MEL STEWART

Signature:  _____

Date: November 12, 2014

TIFFANY STEWART

Signature:  _____

Date: November 12, 2014

Exhibit A

I. The Marks:

- SWIM SWAM
- SWIMSWAM



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II. The Registration:



Mark	Reg. No.	Reg. Date	Class
SWIM SWAM and Design 	4,442,152	December 3, 2013	41

EXHIBIT B

RECORDAL ASSIGNMENT OF MARKS

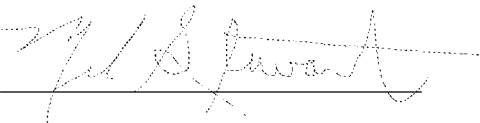
WHEREAS, Mel Stewart and Tiffany Stewart, U.S. individuals with an address of 7308 Seneca Falls Loop, Austin, Texas 78739 (collectively, "Assignor"), have adopted and are using the following mark (the "Mark"), which is subject to the following registration with the United States Patent and Trademark Office (the "Registration"):

Mark	Reg. No.	Reg. Date	Class
SWIM SWAM and Design 	4,442,152	December 3, 2013	41

WHEREAS, Swim Swam Partners, LLC, a Texas limited liability company with an address of 7308 Seneca Falls Loop, Austin, Texas 78739 ("Assignee"), desires to acquire any and all rights and goodwill associated with the above-referenced Mark and Registration;

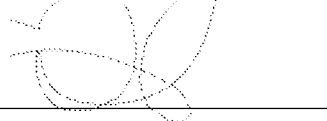
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title, and interest in and to the Mark and Registration, together with the goodwill of the business symbolized by the Mark.

MEL STEWART

Signature: 

Date: November 12, 2014

SWIM SWAM PARTNERS, LLC

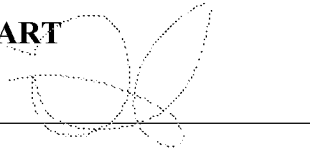
Signature: 

Name: Tiffany Stewart

Title: Managing Partner

Date: November 12, 2014

TIFFANY STEWART

Signature: 

Date: November 12, 2014