

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405383

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FOSS SWIM SCHOOL, LLC		11/14/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEWJETS, INC.		
<b>Street Address:</b>	6545 Flying Cloud Drive		
<b>Internal Address:</b>	Ste. 202		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4908829	AQUAJETS	
<b>Registration Number:</b>	3315984	AQUAJETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123713207		
<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>			
<b>Phone:</b>	612-371-3501		
<b>Email:</b>	tmg@lindquist.com		
<b>Correspondent Name:</b>	Marilyn J. Hargens		
<b>Address Line 1:</b>	80 SOUTH 8TH STREET		
<b>Address Line 2:</b>	2000 IDS CENTER		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Marilyn J. Hargens		
<b>SIGNATURE:</b>	/Marilyn Hargens/		
<b>DATE SIGNED:</b>	11/14/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), dated as of the 14<sup>th</sup> day of November 2016, is made effective between Foss Swim School, LLC, a Delaware limited liability company ("*Assignor*") and Newjets, Inc., a Minnesota corporation ("*Assignee*").

WHEREAS, Assignor, is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "*Trademarks*");

AND WHEREAS, the Assignor has agreed to assign and does hereby assign to Assignee, all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademarks, with the right to sue and collect the same.

3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.


4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof. Assignee will pay Assignor's reasonable costs and expenses incurred thereby.

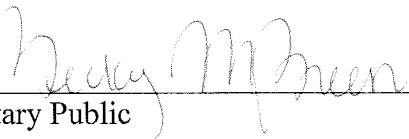
6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

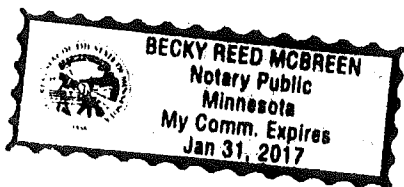
IN WITNESS WHEREOF, the Assignor caused its duly authorized representative to execute this Assignment effective as of the day and year first written above.

**FOSS SWIM SCHOOL, LLC**

By:   
Name: Jonathan G. Foss  
Title: CEO

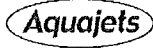
On this 14 day of November, 2016, personally appeared Jonathan Foss, to me known and known to be the CEO of Foss Swim School, LLC., and acknowledged that he/she executed the foregoing Assignment.

  
Notary Public



**EXHIBIT A**

Trademark Registrations:

<b>Jurisdiction</b>	<b>Mark</b>	<b>Status</b>	<b>Reg. No.</b>
United States		Registered	4,908,829
United States	AQUAJETS	Registered	3,315,984