

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swim Schools of America, LLC		01/07/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Safesplash Brands, LLC		
Street Address:	10463 Park Meadows Drive, Suite 109		
City:	Lone Tree		
State/Country:	COLORADO		
Postal Code:	80124		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3198921	SAFESPLASH SWIM SCHOOL	
Registration Number:	3194154	SAFESPLASH SWIM SCHOOL	
CORRESPONDENCE DATA			
Fax Number:	7204655208		
<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:	7204655001		
Email:	jwisniewski@alexius.co		
Correspondent Name:	Jenni Wisniewski c/o Alexius, LLC		
Address Line 1:	1509 York Street, Suite 300		
Address Line 4:	Denver, COLORADO 80206		
NAME OF SUBMITTER:	Jenni Wisniewski		
SIGNATURE:	/Jenni Wisniewski/		
DATE SIGNED:	01/10/2017		
Total Attachments: 3			
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OP \$65.00 3198921

ASSIGNMENT

This Assignment (“**Assignment**”) is made on 7th day of January, 2017 (“**Effective Date**”) by and between:

SWIM SCHOOLS OF AMERICA, LLC, a Colorado limited liability company having a principal place of business 10463 Park Meadows Drive, Suite 109, Lone Tree, Colorado 80124 (“**ASSIGNOR**”) and SAFESPLASH BRANDS, LLC (“**ASSIGNEE**”), a Colorado limited liability company having a principal place of business at 10463 Park Meadows Drive, Suite 109, Lone Tree, Colorado 80124,

which entities are occasionally referred to as Party(ies) (in singular or plural usage, as indicated by the contents, which term as used herein is meant to refer to each Party as a collective entity including employees, agents, and others responsible to the entity) is as follows:

I. RECITALS

WHEREAS, ASSIGNOR is the owner of the entire right, title, and interest in and to trademark identified on Exhibit A (the “**Trademark**”).

WHEREAS, ASSIGNEE desires to acquire all right, title and interest in and to the Trademark.

WHEREAS, subject to any rights granted to and any limitations binding on it, ASSIGNOR desire to convey, transfer, assign, deliver and contribute to ASSIGNEE all of its right, title, and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, the Parties agree as follows:

II. ASSIGNMENT

2.1 ASSIGNOR does hereby sell, assign, convey, transfer, deliver, and contribute unto ASSIGNEE, its successors and assigns, ASSIGNOR’S entire right, title and interest in and to the Trademark together with (i) all rights to sue for infringement or misappropriation of the Trademark whether arising prior to or subsequent to the date of this Assignment; (ii) all goodwill associated with the Trademark; (iii) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Trademark; (iv) all benefits of any and all prior uses of the Trademark; and (v) the right to make applications for registration of the Trademark in any and all countries and any renewals which may be granted thereon.

2.2 ASSIGNOR agrees to take all reasonable actions and cooperate as is necessary to protect the rights in and to the Trademark and further agrees to execute any documents

that might be necessary to perfect ASSIGNEE'S ownership of rights in the Trademark without further remuneration.

III. REPRESENTATIONS AND WARRANTY

ASSIGNOR represents and warrants that it has the right and authority to enter into this Agreement and to convey the rights granted herein.

IV. GENERAL PROVISIONS

4.1 Governing Laws. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

4.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the transfer of rights in and to the Trademark, and supersedes any prior oral or written agreement or understanding between the parties related to the same; the Agreement may not be modified or amended except by subsequent writing signed by both parties hereto.

4.3 Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF and intended to be legally bound by, the parties have hereunder set their hands the day and the year first written above.

ASSIGNOR

ASSIGNEE

SWIM SCHOOLS OF AMERICA, LLC
a Colorado Limited Liability Company

SAFESPLASH BRANDS, LLC, a Colorado
Limited Liability Company

By: 

By: 

Print Name: Matt Lane

Print Name: Matt Lane

Its: 

Its: 

EXHIBIT A
TRADEMARK

TRADEMARKS:



Registration No. 3198921

SAFESPLASH SWIM SCHOOL

Registration No. 3194154