

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swimtastic Swim School, Inc.		11/13/2015	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	SafeSplash Brands, LLC		
Street Address:	10463 Park Meadows Drive		
Internal Address:	Suite 109		
City:	Lone Tree		
State/Country:	COLORADO		
Postal Code:	80124		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2199001	SWIMTASTIC	
Registration Number:	2361870		
Registration Number:	3954761	SMART FISH SWIM IN SCHOOLS	
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:	720-465-5001		
Email:	jwisniewski@alexius.co		
Correspondent Name:	Jenni Wisniewski		
Address Line 1:	Alexius, LLC, 1509 York Street		
Address Line 2:	Suite 300		
Address Line 4:	Denver, COLORADO 80206		
NAME OF SUBMITTER:	Jenni Wisniewski		
SIGNATURE:	/Jenni Wisniewski/		
DATE SIGNED:	07/16/2018		
Total Attachments: 8			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into this 13th day of November, 2015, by and between **Swimtastic Corporation**, a Wisconsin corporation ("Swimtastic"), and **Swimtastic Swim School, Inc.**, a Wisconsin corporation ("School"), and **SafeSplash Brands, LLC**, a Colorado limited liability company ("Buyer"). Swimtastic, School and Buyer are collectively referred to herein as the "Parties."

RECITALS

A. This Assignment is made pursuant to that certain Asset Purchase Agreement, dated November 13, 2015 ("Purchase Agreement"), by and between Swimtastic; Barrett Wainscott, Jr. and Susan Wainscott, as Trustees of the Wainscott Joint Revocable Trust Dated January 31, 2002, as Amended and Restated; the Buyer; and, SafeSplash DFW, LLC, a Colorado limited liability company. All capitalized terms not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

B. In connection with the transactions contemplated under the Purchase Agreement, Swimtastic desires to assign all right, title, and interest in and to the Acquired Assets listed in Exhibit A hereto, free and clear of all security interests, as set forth herein, School desires to assign all right, title, and interest in and to the School Assets listed in Exhibit B hereto, and Buyer desires to have Buyer assume the Assumed Liabilities listed in Exhibit C hereto from Swimtastic, as set forth herein.

AGREEMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment and not specifically defined have the respective meanings as set forth in the Purchase Agreement.

2. Assignment of Acquired Assets. Swimtastic does hereby assign, transfer, and convey to Buyer, its successors and assigns, free and clear of all security interests, all of Swimtastic's right, title, and interest in and to the Acquired Assets listed in Exhibit A hereto, and all rights arising from or related thereto.

3. Assignment of School Assets. School does hereby assign, transfer, and convey to Buyer, its successors and assigns, free and clear of all security interests, all of School's right, title, and interest in and to the School Assets listed in Exhibit B hereto, and all rights arising from or related thereto

4. Assignment of Intellectual Property and Goodwill. In addition to the assignment of the Acquired Assets listed in Section 2 above and the assignment of the School Assets in Section 3 above, Swimtastic and School do hereby assign, transfer, and set over unto Buyer, its successors and assigns, Swimtastic's and School's entire right, title, and interest in and to the Intellectual Property, respectively, including, without limitation: (a) all registrations and

applications therefore and the right to apply for and register the Intellectual Property in the United States of America and all other countries and geographic areas in the world, together with the goodwill symbolized by the Intellectual Property; (b) all common law and statutory rights related thereto; (c) all rights of renewal and extension; (d) all rights to bring actions for and settle past, present and future infringement, dilution, misappropriation, and unauthorized use claims concerning the Intellectual Property, and any claims involving injury to goodwill associated with the use of any of the Intellectual Property, in any country or other geographic area in the world; and (e) all rights to receive all proceeds from any of the foregoing, including licenses, royalties income, payments, and damages. For purposes of this Section 4, "**Intellectual Property**" includes any and all patents, copyrights, trade secrets, trademarks, trade names, domain names, service marks, confidential information, technology, ideas, concepts, design methodology, or other invention specifically related to the Acquired Assets or School Assets.

5. Assumption. Buyer hereby accepts the assignment of Acquired Assets set forth in Section 2, above, the assignment of School Assets set forth in Section 3, above, and the assignment of Intellectual Property and goodwill in Section 4, above, and hereby assumes the Assumed Liabilities listed in Exhibit C hereto.

6. Applicable Law. This Assignment will be construed in accordance with and governed by the laws of the State of Colorado, without regard to its conflicts of laws provisions.

7. Successors and Assigns. This Assignment is binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

8. No Merger. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement, and all of the representations and warranties, covenants and agreements contained therein. The representations, warranties, and covenants of Swimtastic and Buyer in the Purchase Agreement will survive the execution and delivery of this Assignment, and will not be merged herein or integrated herewith. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

9. Multiple Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signature pages will be considered originals.

[Remainder of page intentionally left blank]

The Parties have executed and delivered this Assignment to be effective on the day and year first above written.

SWIMTASTIC:

Swimtastic Corporation,
a Wisconsin corporation

By: _____

Name: _____

Title: _____

BUYER:

SafeSplash Brands, LLC,
a Colorado limited liability company

By: _____

Matthew Lane, Managing Director

SCHOOL:

Swimtastic Swim School, Inc.,
a Wisconsin corporation

By: _____

Name: _____

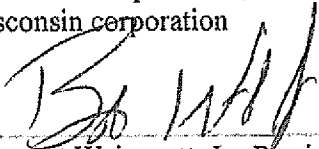
Title: _____

{Signature Page for Assignment and Assumption Agreement}

The Parties have executed and delivered this Assignment to be effective on the day and year first above written.

ASSIGNOR:

Swimtastic Corporation,
a Wisconsin corporation

By: 
Barrett Wainscott, Jr., President

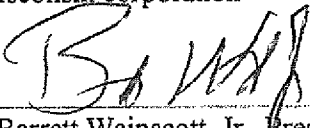
BUYER:

SafeSplash Brands, LLC,
a Colorado limited liability company

By: _____
Matthew Lane, Managing Director

SCHOOL:

Swimtastic Swim School, Inc.,
a Wisconsin corporation

By: 
Barrett Wainscott, Jr., President

[Signature Page for Assignment and Assumption Agreement]

EXHIBIT A

ACQUIRED ASSETS

Section 1.1 Purchase and Sale of Acquired Assets. Buyer purchases from Swimtastic, and Swimtastic sells, assigns, transfers, conveys, and delivers to Buyer, all right, title, and interest of Swimtastic in and to all of the assets used in or useful in Swimtastic's Franchise Business on the Closing Date other than the Excluded Assets (collectively, the "**Acquired Assets**") free and clear of any security interest of any kind or nature, including, but not limited to, the following:

(a) All office equipment, furniture, fixtures, trade show equipment and displays, and any other business personal property, including all such business personal property set forth on **Schedule 1.1(a)** attached hereto.

(b) All inventories of Swimtastic;

(c) Swimtastic's Amazon Marketplace Account;

(d) All supplies, telephone numbers, internet domain names, software, software licenses, other related technology, marketing and promotional materials, and franchise sales materials used in the operation of the Franchise Business, including without limitation Swimtastic's exclusive and proprietary software program that assists franchisees in managing class enrollment, tuition payment, record keeping and provides a tool for analyzing the franchisee's performance and supporting marketing efforts (the "Splash Software"), and the items listed on **Schedule 1.1(d)** attached hereto;

(e) All permits, licenses, concessions, authorizations, and similar rights granted to or held by Swimtastic which are necessary to or used by the Franchise Business, to the extent that they are transferable ("**Permits**");

(f) All right, title and interest of Swimtastic in any and all intangible assets and goodwill owned by Swimtastic which are, or at any time in the past have been, necessary or related to the operation of the Franchise Business, including all trademarks, trade names, patents, service marks, operation manuals issued by Swimtastic incident to the Franchise Agreements (as defined in Section 2.15 of the Purchase Agreement), and other intellectual property owned by Swimtastic ("**Intellectual Property**"), which Intellectual Property is set forth on **Schedule 1.1(f)** attached hereto;

(g) All right, title and interest of Swimtastic in and to the Franchise Agreements designated on **Schedule 1.1(g)** attached hereto (such Franchise Agreements are hereinafter referred to collectively as the "**Assumed Contracts**");

(h) All of Swimtastic's assumable prepaid expenses, credit memos and deposits arising under the Assumed Contracts;

(i) All records (in both digital and hard copy form) of Swimtastic of every kind and type related to the Acquired Assets and Swimtastic's operation of the Franchise

Business, including all records and documents used in connection with Swimtastic's franchising system for the Franchise Business;

(j) The trade name "Swimtastic" or any combination of words in which such trade name appear or any rights associated with such names or any right to use such names in all jurisdictions in which Swimtastic either currently uses any such names or has any right to use any such names;

(k) The right of Swimtastic to receive, directly from franchisees, any and all initial franchise fees, royalty payments and service fees and, when established pursuant to rights granted under the Franchise Agreements, contributions to Swimtastic's advertising fund (collectively, the "**Franchise Payments**") which accrue after the Closing Date;

(l) The balance of funds, if any, existing as of the Closing Date, in Swimtastic's marketing fund ("Marketing Fund");

(m) All of Swimtastic's rights to solicit and receive, directly from vendors, any and all payments or other consideration, including all product rebates, made by vendors ("**Vendor Payments**") for the right to sell to or service any franchise store located anywhere in the world;

(n) All other assets of Swimtastic used in or useful in the Franchise Business including all choses in action Swimtastic may have against any supplier service provider relating to events taking place or actions which occurred after the Closing Date; and

(o) All right, title and interest of shareholders, if any, in and to the Acquired Assets set forth in Section 1.1, inclusive.


EXHIBIT B

SCHOOL ASSETS

Section 1.2 **School Assets.** School sells, assigns, transfers, conveys, and delivers to Buyer, all right, title, and interest in and to the marks “SWIMTASTIC®” and “SMART FISH SWIM IN SCHOOLS®,” and all other domestic and international marks, and any and all other intangible assets and goodwill owned or used by School which are, or at any time in the past have been, necessary to the operation of the Franchise Business, including all trademarks, trade names, patents, service marks and operations manuals issued by School incident to the Franchise Agreements (as defined in Section 2.15 of the Purchase Agreement) (“**School Assets**”), which School Assets are set forth on **Schedule 1.2** attached hereto.

Schedule 1.2

School Assets

Trademark	Trademark Registration No.
SWIMTASTIC	Reg. No. 2,199,001
SMART FISH SWIM IN SCHOOLS	Reg. No. 3,954,761
	Reg. No. 2,361,870