

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481951

<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>
SwimLabs & Rehab Holding Company, Inc.		02/09/2017	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SafeSplash Brands, LLC		
<b>Street Address:</b>	10463 Park Meadows Drive		
<b>Internal Address:</b>	Suite 109		
<b>City:</b>	Lone Tree		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80124		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3439573	SWIMLABS SWIM FASTER...FASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	720-465-5001		
<b>Email:</b>	jwisniewski@alexius.co		
<b>Correspondent Name:</b>	Jenni Wisniewski		
<b>Address Line 1:</b>	Alexius, LLC, 1509 York Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Denver, COLORADO 80206		
<b>NAME OF SUBMITTER:</b>	Jenni Wisniewski		
<b>SIGNATURE:</b>	/Jenni Wisniewski/		
<b>DATE SIGNED:</b>	07/16/2018		
<b>Total Attachments: 8</b>			
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source=Swim Labs TM Assignment & Assumption Agreement#page8.tif

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into this 9 day of February, 2017, by and among SwimLabs & Rehab Holding Company, Inc., a Colorado corporation (“SL”), SwimLabs International, LLC, a Colorado limited liability company (“SL International”) (SL and SL International are collectively referred to herein as the “Assignor”) and SafeSplash Brands, LLC, a Colorado limited liability company (“Assignee”). The Assignor and Assignee are collectively referred to herein as the “Parties.”

### RECITALS

A. This Assignment is made pursuant to that certain Asset Purchase Agreement, dated February 9, 2017 (“Purchase Agreement”) by and among Assignor, Assignee, SafeSplash DFW, LLC, a Colorado limited liability company, and Michael Mann, in his individual capacity, by which Assignee has purchased substantially all of the assets and various liabilities of Assignor’s franchise business; and

B. In connection with the transactions contemplated under the Purchase Agreement, Assignor desires to assign to Assignee 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; and Assignee desires to have Assignee assume the Assumed Liabilities listed in Exhibit B hereto from Assignor, as set forth herein.

### AGREEMENT

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 Assets. Assignor does hereby assign, transfer, and convey to Assignee, its successors and assigns, free and clear of all security interests, all of Assignor’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 Intellectual Property and Goodwill. In addition to the assignment of the Acquired Assets listed in Section 2, above, Assignor does hereby transfer, convey, assign, and set over unto Assignee, its successors and assigns, Assignor’s entire right, title, and interest in and to the Intellectual Property, 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 Agreement, “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 associated with the Acquired Assets.

4. Assumption. Assignee hereby accepts the assignment of Acquired Assets set forth in Section 2, above, the assignment of Intellectual Property set forth in Section 3, above, and hereby assumes the Assumed Liabilities listed in Exhibit B hereto.

5. 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.

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

7. No Merger. The representations, warranties, and covenants of the Assignor and Assignee in the Purchase Agreement will survive the execution and delivery of this Assignment, and will not be merged herein or integrated herewith.

8. 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.

**ASSIGNOR:**

**SWIMLABS & REHAB HOLDING  
COMPANY, INC.**, a Colorado corporation

By: \_\_\_\_\_

Name: Michael Mann

Title: \_\_\_\_\_

**ASSIGNEE:**

**SAFESPLASH BRANDS, LLC,**  
a Colorado limited liability company

By: ML \_\_\_\_\_

Name: Matt Lane

Title: Managing Director

**SWIMLABS INTERNATIONAL, LLC,**  
a Colorado limited liability company

By: SWIMLABS & REHAB HOLDING  
COMPANY, INC., a Colorado corporation

Its: Manager

By: \_\_\_\_\_

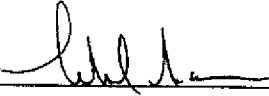
Title: \_\_\_\_\_

*[Signature Page for Assignment and Assumption (repeated)]*

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

**ASSIGNOR:**

**SWIMLABS & REHAB HOLDING  
COMPANY, INC.**, a Colorado corporation

By: 

Name: Michael Mann

Title: President

**ASSIGNEE:**

**SAFESPLASH BRANDS, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_

Name: Matt Lane

Title: \_\_\_\_\_

**SWIMLABS INTERNATIONAL, LLC,**  
a Colorado limited liability company

By: SWIMLABS & REHAB HOLDING  
COMPANY, INC., a Colorado corporation

Its: Manager

By: 

Title: President

*[Signature Page for Assignment and Assumption Agreement]*

## EXHIBIT A

### ACQUIRED ASSETS

All of the assets used in or useful in Seller'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) of the Purchase Agreement;

(b) All inventories of Seller;

(c) 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, and the items listed on Schedule 1.1(d) of the Purchase Agreement;

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

(e) All right, title and interest of Seller in any and all intangible assets and goodwill owned by Seller 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 Seller incident to the Franchise Agreements (as defined in Section 2.15 of the Purchase Agreement), and other intellectual property owned by Seller ("Intellectual Property"), which Intellectual Property is set forth on Schedule 1.1(f) of the Purchase Agreement;

(f) All right, title and interest of Seller in and to the Franchise Agreements designated on Schedule 1.1(g) of the Purchase Agreement (such Franchise Agreements are hereinafter referred to collectively as the "Assumed Contracts");

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

(h) All records (in both digital and hard copy form) of Seller of every kind and type related to the Acquired Assets and Seller's operation of the Franchise Business, including all records and documents used in connection with Seller's franchising system for the Franchise Business;

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

(j) The right of Seller 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 (including but not limited to the California Agreement and New York Agreement referenced in Section 7.2 of the Purchase Agreement) and contributions to Seller's advertising fund (collectively, the "**Franchise Payments**") which accrue after the Closing Date;

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

(l) All of Seller'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;

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

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



## EXHIBIT B

### ASSUMED LIABILITIES

Only the liabilities of Seller or related to Seller's Franchise Business specifically identified below (collectively, the "Assumed Liabilities"):

(a) All Liabilities arising under the Assumed Contracts which are incurred or accrue after the Closing Date;

(b) All Liabilities associated with any prepaid expenses, credit memos and deposits assumed by Buyer pursuant to Section 1.1(h) of the Purchase Agreement, not to exceed, in the aggregate, Five Thousand Dollars (\$5,000.00);

(c) Liabilities arising under the Assumed Contracts which are incurred or accrue on or before the Closing Date, but only to the extent they relate to products to be used or sold or services to be provided after the Closing Date;

(d) All other liabilities, not otherwise addressed in Section 1.3 of the Purchase Agreement, that arise from or are directly related to the Acquired Assets, but only to the extent such liabilities accrue after the Closing Date;

(e) Those certain negotiated liabilities set forth on Schedule 1.3(d) of the Purchase Agreement;

(f) Buyer is not assuming, and shall not in any manner be responsible or liable for, and Seller shall retain, pay, discharge, and perform in full, all liabilities of Seller or related to Seller's Franchise Business other than the Assumed Liabilities before and after the Closing Date. Except as set forth on Schedule 1.3(e) of the Purchase Agreement, Seller shall pay and file, when due, any and all returns for all sales taxes collected by Seller on or prior to the Closing Date, all income tax withholding, withholding taxes, Social Security taxes and unemployment taxes of any employees of Seller, any and all other taxes arising on or prior to the Closing Date, and all worker's compensation premiums due in respect of the employees of Seller, if any, for the period ended as of the Closing Date.

**SCHEDULE 1.1(0) INTELLECTUAL PROPERTY**

Operating Manual has been provided to Buyer.

**Trademark**



Registration Number: 3439573  
 Registration Date: June 3, 2008  
 Class 009; 025; and 041

Downloadable digital video recordings featuring instruction in swimming and physical therapy rehabilitation; educational recorded materials in the nature of DVD's featuring instruction in swimming and physical therapy rehabilitation;

Apparel, namely, t-shirts, swim suits, swim caps, sweatshirts and warm-up suits; and

Educational services, namely, conducting swim lessons, clinics, classes and seminars in the field of swimming instruction.

**SwimLabs Domains**

Domain Name	Expires	Status	Auto-Ren...	Lock	Priva...	Certified E
GETTYS-BL.COM	12/28/2017	Active		<input checked="" type="checkbox"/>		
SWIMLABCAROLINAS.COM	12/28/2018	Active		<input checked="" type="checkbox"/>		
SWIMLABS-PIFC	12/11/2017	Active	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
SWIMLABS-US	12/04/2018	Active	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
SWIMLABSFIT.COM	11/16/2018	Active	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
SWIMLABSFRANCHISE.COM	6/25/2018	Active	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
SWIMLABSFLA.COM	1/20/2018	Active	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
SWIMLABSFLORIDA.COM	1/20/2018	Active	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
SWIMLABSANDECOUNTY.COM	4/14/2018	Active	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
SWIMLABSINDIA.COM	4/10/2018	Active	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		

**HostGator**

ID	Primary Domain	Renew Date
SH-1361136	swimlabs.com	2018-07-20