

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SwimLabs & Rehab Holding Company, Inc.		11/27/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	SafeSplash Brands, LLC		
Street Address:	9800 Mount Pyramid Court, Suite 475		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4658736	SWIMLABS	
CORRESPONDENCE DATA			
Fax Number:	7204655220		
<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:	trademarks@alexiusolutions.com		
Correspondent Name:	Jenni Wisniewski		
Address Line 1:	Alexius Solutions, LLC		
Address Line 2:	1509 York St., Suite 300		
Address Line 4:	Denver, COLORADO 80206		
NAME OF SUBMITTER:	Jenni Wisniewski		
SIGNATURE:	/Jenni Wisniewski/		
DATE SIGNED:	11/28/2018		
Total Attachments: 3			
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OP \$40.00 4658736

TRADEMARK ASSIGNMENT

11/27/2018 3:54:37 PM MST

This Trademark Assignment (this "Assignment") is made as of the _____, by SwimLabs & Rehab Holding Company, Inc., a Colorado corporation ("Assignor") and SafeSplash Brands, LLC, a Colorado limited liability company ("Assignee"). The Assignor and Assignee are collectively referred to herein as "Parties".

RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to all of the trademarks that are owned by Assignor, including without limitation the registrations and applications listed on Exhibit A attached hereto and incorporated herein, together with the goodwill associated therewith (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all rights, title and interests of Assignor in the Trademarks, including the goodwill associated therewith.

AGREEMENT

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:

1. Grant. Effective as of February 9, 2017, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) Assignor represents and warrants that it is the sole owner of all right, title and interest in the trademark being assigned per this Assignment, (iii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iv) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same

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to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. 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, this Assignment is effective as of the day and year first written above.

ASSIGNOR:

**SWIMLABS & REHAB HOLDING COMPANY,
INC.**

DocuSigned by:
By: Mike Mann
Name: Mike Mann
Its: President

ASSIGNEE:

SAFESPLASH BRANDS, LLC

DocuSigned by:
By: Paul Gerrard
Name: Paul Gerrard
Its: Director

EXHIBIT A

SWIMLABS

Registration No. 4,658,736

SwimLabs TM Assignment

RECORDED: 11/28/2018

TRADEMARK
REEL: 006489 FRAME: 0623