

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM580072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apex Parks Group, LLC		06/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	APX Operating Company, LLC		
Street Address:	3405 Michelson Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	75320322	BIG KAHUNA'S	
Serial Number:	85688198	BIG KAHUNA'S	
Serial Number:	76026266	BOOMERS	
Serial Number:	76463763	BOOMERS!	
Serial Number:	75334117	ELECTRIC ALLEY	
Serial Number:	87304037	FANTASY ISLAND NIAGARA'S AMUSEMENT & WAT	
Serial Number:	73183392	MALIBU GRAND PRIX	
Serial Number:	87085011	MARTIN'S FANTASY ISLAND	
Serial Number:	74463953	MOUNTASIA FAMILY FUNCENTERS	
Serial Number:	77588238		
Serial Number:	77588228		
Serial Number:	88316265	SAHARA SAM'S INDOOR · OUTDOOR WATER PARK	
Serial Number:	77233652	SAHARA SAM'S OASIS	
Serial Number:	77233662	SAHARA SAM'S OASIS INDOOR & OUTDOOR WATE	
Serial Number:	78677074	SAHARA SAM'S OASIS INDOOR & OUTDOOR WATE	
Serial Number:	75334120	SLICK TRAX	
Serial Number:	75334118	SPEEDWAY GOLF	
Serial Number:	75351246	SPEEDWAY GOLF	
TRADEMARK			

OP \$690.00 75320322

Property Type	Number	Word Mark
Serial Number:	74387689	SPEEDZONE
Serial Number:	75334123	SPEEDZONE
Serial Number:	85688220	SPEEDZONE
Serial Number:	75334119	TURBO TRACK
Serial Number:	86198567	WACKY WEEKDAY
Serial Number:	75698559	WANNA RACE?
Serial Number:	77946121	WHIRLYBIRD
Serial Number:	77946140	WHIRLYBIRD
Serial Number:	75334116	WINNERS CIRCLE

CORRESPONDENCE DATA

Fax Number: 3104079090

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.

Phone: 3104074010

Email: nmaoz@ktbslaw.com

Correspondent Name: KTBS Law LLP; N. Maoz

Address Line 1: 1999 Avenue of the Stars

Address Line 2: 39th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Nir Maoz
SIGNATURE:	/Nir Maoz/
DATE SIGNED:	06/08/2020

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of June 8, 2020, by and among TZEW Intermediate Corp., Apex Parks Group, LLC, Apex Beverage and Concessions, LLC, Apex Real Property Holdings, LLC, Speedzone Management, LLC, Speedzone Holdings, LLC, and Speedzone Beverage Company, LLC (collectively, "Assignors") and APX Operating Company, LLC (formerly known as APX Acquisition Company LLC) (the "Assignee").

WHEREAS, Assignors are the owners, as applicable, of the entire right, title, interest and goodwill in and to all of their respective trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule I attached hereto (collectively, the "Trademarks");

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of April 12, 2020 (as amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, the Assignors;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, the Assignors have agreed to sell, transfer, assign, convey and deliver to the Assignee, and the Assignee has agreed to purchase, acquire and accept from the Assignors, all of the Assignors' direct or indirect right, title and interest in, to and under certain assets (including, without limitation, the Trademarks);

WHEREAS, the execution and delivery of this Agreement is required by Sections 3.2(1) of the Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by the Assignee and each Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to and subject to the terms and provisions of the Purchase Agreement and the Sale Order, each Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, such Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks on Schedule I attached hereto, free and clear of all Encumbrances to the extent provided in the Sale Order (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future except for

any trademarks or related rights including, without limitation, any of the foregoing, in each case to the extent, constituting Excluded Assets (collectively, other than those of the foregoing that constitute Excluded Assets, the "Trademark Assets").

Together with each Assignor's worldwide right, title and interest in and to each of the Trademark Assets, as well as the goodwill of the business associated with said Trademark Assets being assigned to the Assignee, are the rights to police, monitor and enforce said Trademark Assets against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademark Assets.

In accordance with Section 8.10(d) of the Purchase Agreement, Assignors will, for so long as the Assignors are still debtors-in-possession in the Chapter 11 Cases, cooperate with the Assignee, as may be reasonably necessary or appropriate to assist and/or to enable the Assignee to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, in each of the foregoing cases, at the Assignee's expense.

Each Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to the Assignee, and the Assignee's successors and/or assigns.

Each Assignor hereby grants to the designated attorneys of the Assignee the authority and power to insert on this instrument any further identification which in no way expands any Assignor's liability or obligations under this Agreement and may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Agreement is executed and delivered pursuant to and subject to the terms and provisions set forth in the Purchase Agreement (including, without limitation, the disclaimers and acknowledgments set forth in Section 8.16 thereof). In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, renew, reinstate, continue or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement.

This Agreement is to be governed by and construed in accordance with Federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of New York shall govern, without giving effect to the choice of law principles thereof (except sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

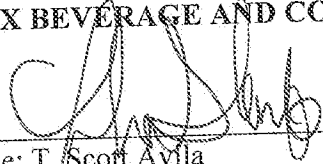
For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNORS:

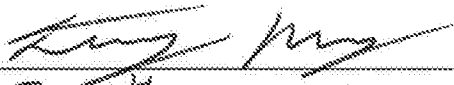
TZEW INTERMEDIATE CORP.
APEX PARKS GROUP, LLC
APEX REAL PROPERTY HOLDINGS, LLC
SPEEDZONE MANAGEMENT, LLC
SPEEDZONE HOLDINGS, LLC
SPEEDZONE BEVERAGE COMPANY, LLC
APEX BEVERAGE AND CONCESSIONS, LLC

By: 
Name: T. Scott Avila
Title: Chief Restructuring Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

ASSIGNEE:

APX OPERATING COMPANY, LLC

By: 
Name: Timothy Murphy
Title: CEO

SCHEDULE I

Trademark Registrations

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Assignor</u>
BIG KAHUNA'S	75320322	2,240,251	Apex Parks Group, LLC
BIG KAHUNA'S and design	85688198	4,257,831	Apex Parks Group, LLC
BOOMERS	76026266	2,463,720	Apex Parks Group, LLC
BOOMERS!	76463763	2,752,695	Apex Parks Group, LLC
ELECTRIC ALLEY	75334117	2,189,335	Apex Parks Group, LLC
FANTASY ISLAND NIAGARA'S AMUSEMENT & WATER PARK	87304037	5,280,240	Apex Parks Group, LLC
MALIBU GRAND PRIX	73183392	1,129,698	Apex Parks Group, LLC
MARTIN'S FANTASY ISLAND	87085011	5,198,495	Apex Parks Group, LLC
MOUNTASIA FAMILY FUNCENTERS	74463953	1,882,558	Apex Parks Group, LLC
SAHARA SAM CAMEL HEAD DESIGN	77588238	3,670,838	Apex Parks Group, LLC
SAHARA SAM MASCOT design	77588228	3,710,185	Apex Parks Group, LLC
SAHARA SAM'S INDOOR . OUTDOOR WATER PARK & Design	88316265	6000063	Apex Parks Group, LLC
SAHARA SAM'S OASIS	77233652	3,648,159	Apex Parks Group, LLC
SAHARA SAM'S OASIS INDOOR & OUTDOOR WATER PARK	77233662	3,651,808	Apex Parks Group, LLC
SAHARA SAM'S OASIS INDOOR & OUTDOOR WATER PARK (stylized/design)	78677074	3,633,166	Apex Parks Group, LLC
SLICK TRAX	75334120	2,226,880	Apex Parks Group, LLC
SPEEDWAY GOLF	75334118	2,189,336	Apex Parks Group, LLC
SPEEDWAY GOLF Design	75351246	2,273,434	Apex Parks Group, LLC
SPEEDZONE	74387689	1,831,253	Apex Parks Group, LLC

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Assignor</u>
SPEEDZONE	75334123	2,306,846	Apex Parks Group, LLC
SPEEDZONE Logo	85688220	4,305,217	Apex Parks Group, LLC
TURBO TRACK	75334119	2,189,337	Apex Parks Group, LLC
WACKY WEEKDAY	86198567	4,609,393	Apex Parks Group, LLC
WANNA RACE?	75698559	2,399,455	Apex Parks Group, LLC
WHIRLY BIRD	77946121	3,959,216	Apex Parks Group, LLC
WHIRLYBIRD (Stylized/Design)	77946140	3,959,217	Apex Parks Group, LLC
WINNERS CIRCLE	75334116	2,474,715	Apex Parks Group, LLC