

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trampoline Waterpark, LLC		11/20/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	BTCT Innovations XII, LLC		
Street Address:	11801 Domain Blvd.		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78758		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6006159	TRAMPOLINE WATERPARK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5124826800		
Email:	atxtrademarks@klgates.com		
Correspondent Name:	Stewart N. Mesher		
Address Line 1:	2801 Via Fortuna, Suite 350		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Stewart N. Mesher		
SIGNATURE:	/Stewart Mesher/		
DATE SIGNED:	11/25/2020		
Total Attachments: 6			
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CH \$40.00 6006159

ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES, AND INTERNET ACCOUNTS

This ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES, AND INTERNET ACCOUNTS (this “**Assignment**”) is made and entered into as of November 20, 2020, by and among Trampoline Waterpark LLC d/b/a ThrillZoo, a Utah limited liability company (“**Seller**”), Lorke Inc., a Utah corporation (“**Lorke**”), NASA Built Inc., a Utah corporation (“**NASA**”), Natural Essence Inc., a Utah corporation (“**Natural Essence**” and, collectively with Lorke and NASA, the “**Owners**”), Nathan Slade (“**Slade**”), Keith Greenhalgh (“**Greenhalgh**”), Karl Kovac (“**K. Kovac**”) and Alison Kovac (“**A. Kovac**” and, collectively with Slade, Greenhalgh and K. Kovac, the “**Stockholders**” and, collectively with Seller and Owners, the “**Seller Parties**”) and BTCT Innovations XII, LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used and not otherwise defined herein have the meanings given to such terms in the Asset Purchase Agreement dated as of the date hereof by and among Seller, Owners, Stockholders and Buyer (the “**Purchase Agreement**”).

WHEREAS, Seller Parties represent that they own all rights, title and interest in, to, and under the trademarks and trademark applications listed in Exhibit A (the “**Trademarks**”), together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, Seller Parties represent that they own all rights, title, and interest in, to, and under the domain names, social media accounts, and various other accounts listed in Exhibit B (collectively, the “**Domain Names and Internet Accounts**”), and together with the Trademarks, the “**Assigned Properties**”), including but not limited to the right to recover damages for past, present or future infringement of the Assigned Properties;

WHEREAS, pursuant to the Purchase Agreement, Seller Parties have agreed to assign to Buyer all rights, title and interest in, to, and under the Assigned Properties; and

WHEREAS, as a condition to the closing of the transactions contemplated by the Purchase Agreement, Seller Parties and Buyer have agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Purchase Agreement, Seller Parties and Buyer hereby agree as follows:

1. Assignment. Seller Parties hereby irrevocably sell, assign, convey, transfer and deliver unto Buyer, and Buyer hereby accepts from Seller Parties, Seller Parties’ entire right, title and interest in, to and under the Assigned Properties, including, without limitation, all statutory and common law rights therein, together with the goodwill of the business symbolized by and associated with the Assigned Properties, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right and standing to sue for, counterclaim and recover damages for any past, present or future infringement of the Assigned Properties, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Seller Parties had this Assignment not been made. For avoidance of doubt, this assignment includes all common law

rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign governmental agencies, including national trademark offices.

2. Further Action. On or before the Closing Date, Seller Parties shall commence taking such action as required or necessary to effect the transfer of the Domain Names and Internet Accounts to Buyer including, without limitation, releasing any “lock” placed on the Domain Names and Internet Accounts, obtaining the authorization code and providing that code to Buyer, confirming the requested transfer upon receipt of a request to do so from the registrar(s) used by Buyer for the Domain Names and Internet Accounts, executing and delivering all authorizations necessary to effectuate electronic transfer of the Domain Names and Internet Accounts, providing Buyer with all information, including login and password, to access and take full ownership and control of the Domain Names and Internet Accounts, and executing and delivering all further documents and instruments.

3. Further Assurances; Appointment. From time to time, at the reasonable request of Buyer, Seller Parties shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Assignment. Additionally, each Seller Party hereby appoints Buyer as such Seller Party’s true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in such Seller Party’s name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Assigned Properties that may have accrued in Seller Parties’ favor from the respective date of first creation of any of the Assigned Properties to the date of this Assignment. The foregoing power is coupled with an interest and as such is irrevocable.

4. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Assignment will be construed as a waiver of or limitation upon any of the rights or remedies of Buyer as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by Seller Parties pursuant to the Purchase Agreement. This Assignment is not intended to create any broader obligations of Seller Parties or Buyer than those contemplated in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by the terms of a written instrument signed by Seller Parties and Buyer.

5. Headings. The headings contained in this Assignment are included for purposes of convenience only and do not affect the meaning or interpretation of this Assignment.

6. Governing Law. This Assignment is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

7. Counterparts; Electronic Signatures. This Assignment may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

BUYER:

BTCT Innovations XII, LLC

By: 

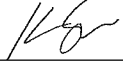
Name: Caith Chapman

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.


SELLER:

TRAMPOLINE WATERPARK LLC


By: 
Name: Keith Greenhalgh
Title: Manager

OWNERS:

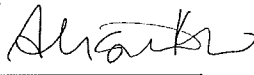
LORKE INC.

By: 
Name: Keith Greenhalgh
Title: President


NASA BUILT INC.

By: 
Name: Nathan Slade
Title: President

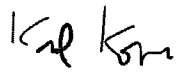
NATURAL ESSENCE INC.

By: 
Name: Alison Kovac
Title: President

STOCKHOLDERS:


NATHAN SLADE


KEITH GREENHALGH


KARL KOVAC

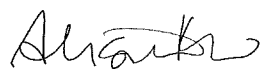

ALISON KOVAC

EXHIBIT A

Trademarks

Mark	Country	Registration No.	Registration Date	Owner
ThrillZoo	United States of America	5,921,052	November 26, 2019	Keith Greenhalgh
Trampoline Waterpark	United States of America	6,006,159	March 10, 2020	Trampoline Waterpark LLC