

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM638708

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900600658		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIU MANAGEMENT, LLC		06/05/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FB Holdings LLC		
Street Address:	668 N. 44th Street		
Internal Address:	Suite 300		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85008		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4698063	JUMP N JAM	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	(602) 285-5091		
Email:	dwtrademarks@dickinson-wright.com		
Correspondent Name:	Flavia Campbell		
Address Line 1:	1850 North Central Avenue, Suite 1400		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	092689-00028		
NAME OF SUBMITTER:	/Flavia Campbell/		
SIGNATURE:	/FC/		
DATE SIGNED:	04/12/2021		
Total Attachments: 10			
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Applicant is in receipt of the notice of non recordation issued 03/23/21. Applicant respectfully states that the assignment document submitted does include the transfer of goodwill, as indicated on ARTICLE II, section 2.1, letter b. A copy of the relevant language is below:

(i) **all of Sellers' right, title and interest in and to** (A) operations and training manuals, and marketing manuals, (B) domain names and websites, including without limitation those listed on the attached Schedule 2.1(b)(i), and (C) **all** trade names, **trademarks**, brands, copyrights, service marks and applications therefor or rights thereto for any of the foregoing, **whether or not registered, including without limitation those listed on the attached Schedule 2.1(b)(i)**, including, without limitation, the names "*Pump It Up*", "*BounceU*", "*Fun Brands*" and "*Fun Brands Carousels*" and any names similar thereto or derived therefrom, and all derivatives thereof, **together with all goodwill associated therewith** and with Sellers as a whole, **and all other** trade names, assumed names, **trademarks**, brands, copyrights and service marks **owned by Sellers or used in, associated with or necessary or useful for the operations and** continued conduct of Sellers' operations, including, without limitation, any rights to royalties and other payments with respect to, and all rights to sue for past infringements of any of the foregoing (the "***Trademarks***");

PURCHASE AGREEMENT

by and among

PIU MANAGEMENT, LLC, PIU HOLDINGS, LLC AND BU HOLDINGS LLC,

as Sellers,



as PIU Members,

and

FB HOLDINGS LLC, BOUNCEU HOLDINGS LLC, AND PUMP IT UP HOLDINGS LLC

as Buyers

Dated as of June 5, 2015

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "*Agreement*") is dated as of June 5, 2015, by and among FB HOLDINGS LLC ("*FBH*"), BOUNCEU HOLDINGS LLC ("*BUH*") and PUMP IT UP HOLDINGS LLC ("*PIUH*") and, together with FBH and BUH, each of the foregoing being a "*Buyer*", collectively, the "*Buyers*"; PIU MANAGEMENT, LLC, a Delaware limited liability company ("*PIU Management*"), PIU HOLDINGS, LLC, a Delaware limited liability company ("*PIU Holdings*"), BU HOLDINGS, LLC, a Delaware limited liability company ("*BU Holdings*", and together with PIU Management and PIU Holdings, the "*Sellers*"; [REDACTED]

[REDACTED] (together with [REDACTED], collectively the "*PIU Members*").

[REDACTED]

ARTICLE II

PURCHASED ASSETS

2.1 Purchased Assets. The assets and business that Buyers will acquire (collectively, the "*Purchased Assets*") will be all of the assets and properties of Sellers or that Sellers use, whether owned by Sellers or any affiliated person or entity, whether real, personal or mixed, tangible or intangible, all as the same exists on the Closing Date, including, without limitation, those listed on the schedules referred to in this Section 2.1, excluding, however, the Excluded Assets; and further provided that, as used herein, although the term "Purchased Assets" includes the assets of the Dragged Subsidiaries, it is understood that the assets of the Dragged Subsidiaries shall remain the property of the Dragged Subsidiaries, such assets being transferred to the Buyers hereunder indirectly, i.e., by virtue of the transfer of direct or indirect ownership of the Dragged Subsidiaries to the Buyers, as applicable. The Purchased Assets include, without limitation, the following:

(a) [REDACTED]

(b) (i) all of Sellers' right, title and interest in and to (A) operations and training manuals, and marketing manuals, (B) domain names and websites, including without limitation those listed on the attached Schedule 2.1(b)(i), and (C) all trade names, trademarks, brands, copyrights, service marks and applications therefor or rights thereto for any of the foregoing, whether or not registered, including without limitation those listed on the attached Schedule 2.1(b)(i), including, without limitation, the names "*Pump It Up*", "*BounceUP*", "*Fun Brands*" and "*Fun Brands Carousels*" and any names similar thereto or derived therefrom, and all derivatives thereof, together with all goodwill associated therewith and with Sellers as a whole, and all other trade names, assumed names, trademarks, brands, copyrights and service marks owned by Sellers or used in, associated with or necessary or useful for the operations and continued conduct of Sellers' operations, including, without limitation, any rights to royalties and other payments with respect to, and all rights to sue for past infringements of any of the foregoing (the "*Trademarks*"); and (ii) all of Sellers' right, title and interest in and to patents and patent applications, including, without limitation, those listed on the attached Schedule 2.1(b)(ii), and all inventions pertaining thereto, and all other technology, formulas, trade secrets, drawings (including product and production drawings), designs and patterns, all model numbers or designations of like use, nature or character,

production data, specifications, processes and know-how used exclusively in, associated exclusively with or necessary for the operations and continued conduct of Sellers' operations in any material respect, including, without limitation, any rights to royalties and other payments with respect to, and all to sue for past infringements of any of the foregoing (the rights "*Patents*");

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

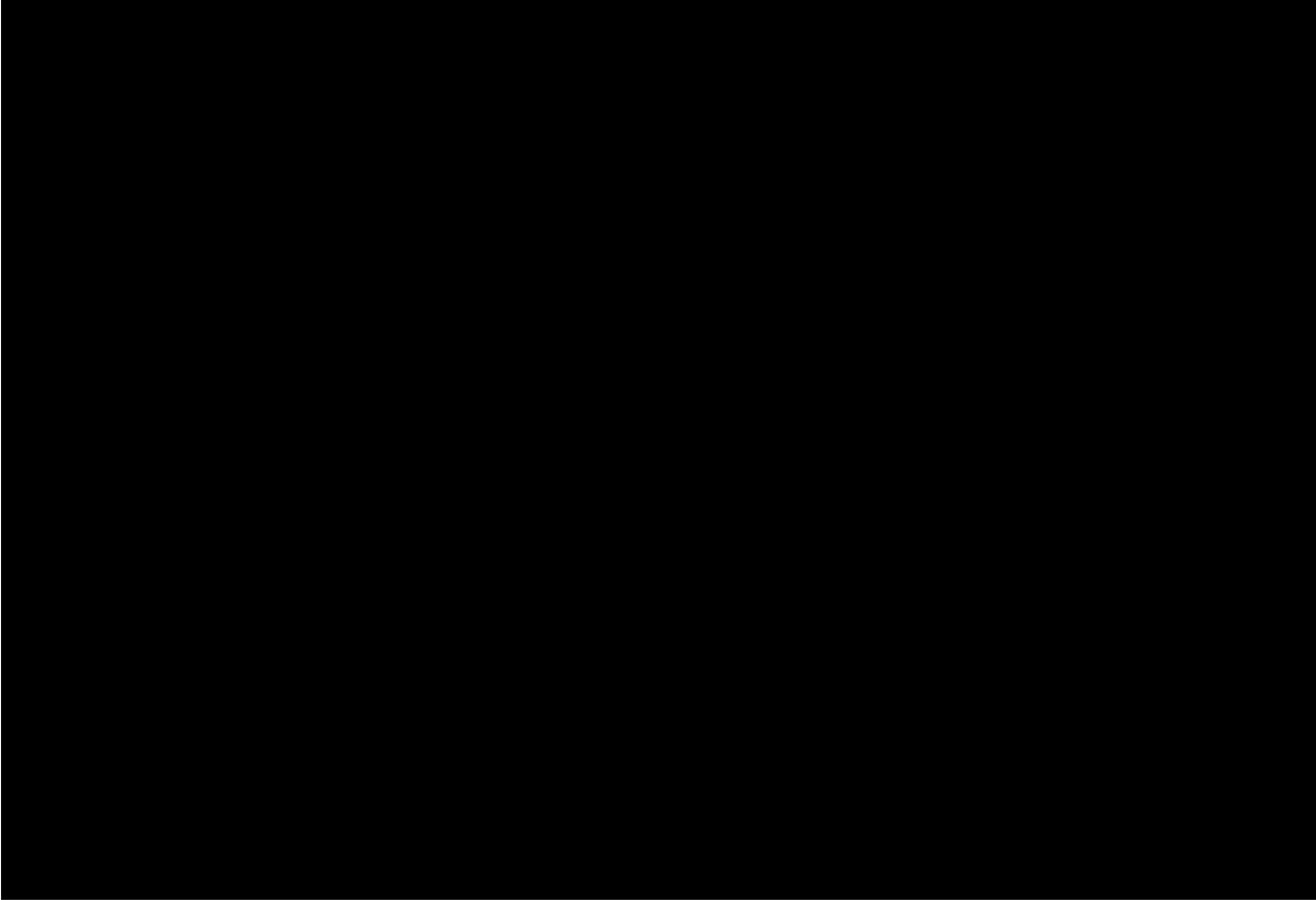
(j) [REDACTED]

(k) [REDACTED]

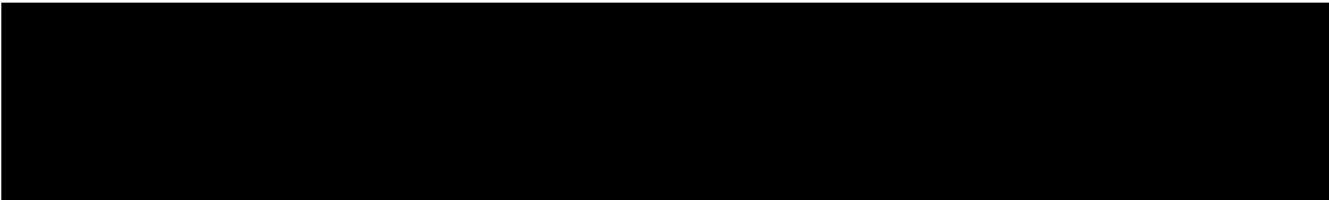
(l) [REDACTED]; and [REDACTED]

(m) all of Sellers' right, title and interest in and to all other intangible personal property rights and the goodwill, and all other assets of every kind and description, wherever located, used or useable.

[REDACTED]



2.3 Transfer of Purchased Assets. On the Closing Date, Sellers will sell, assign, transfer, convey and deliver to Buyers all of the Purchased Assets by bills of sale, assignments, endorsements and other good and sufficient instruments of transfer necessary or desirable to vest in Buyers good, complete and indefeasible title to the Purchased Assets, free and clear of all liens, mortgages, pledges, conditional sale agreements, restrictions, charges, claims or encumbrances of any nature or kind (and the Dragged Subsidiaries shall continue to hold good, complete and indefeasible title to the Purchased Assets owned by the Dragged Subsidiaries, free and clear of all liens, mortgages, pledges, conditional sale agreements, restrictions, charges, claims or encumbrances of any nature or kind). All such documents will be in form and substance satisfactory to counsel for Buyers and Sellers and will include, without limitation, (1) assignments of the registered Patents and Trademarks in a form proper for recording, and (2) assignments or other instruments of transfer of the Licenses, Leased Property, Contracts and other rights to be assigned hereunder, together with written consents required of any third parties. The Purchased Assets owned and held by PIU Management shall be so sold, assigned, transferred and conveyed to FBH. The Purchased Assets owned and held by PIU Holdings shall be so sold, assigned, transferred and conveyed to PIUH. The Purchased Assets owned and held by BU Holdings shall be so sold, assigned, transferred and conveyed to BUH.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above.

SELLERS:

PIU MANAGEMENT, LLC

By: 

Name: Lee Knowlton

Title: President & CEO

PIU HOLDINGS, LLC

By: PIU Management, LLC, its managing member

By: 

Name: Lee Knowlton

Title: President & CEO

BU HOLDINGS, LLC

By: PIU Management, LLC, its managing member

By: 

Name: Lee Knowlton

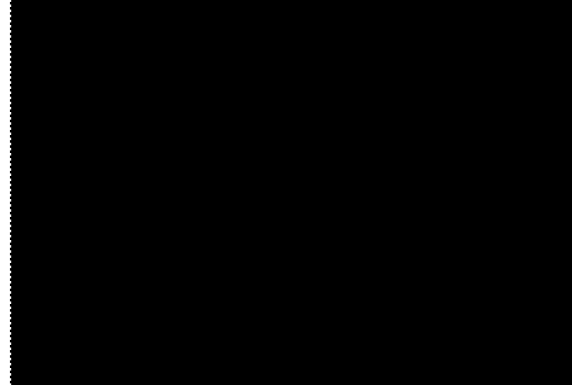
Title: President & CEO

TRADEMARK

REEL: 007251 FRAME: 0080

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above,

PIU MEMBERS:



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above,

BUYERS:

FB HOLDINGS, LLC

By: _____
Name: _____
Title: _____

BOUNCEU HOLDINGS, LLC

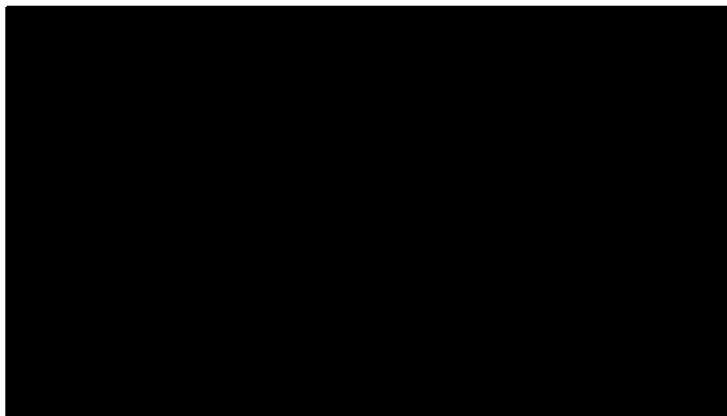
By: _____
Name: _____
Title: _____

PUMP IT UP HOLDINGS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above.

PIU MEMBERS:



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above.

BUYERS:

FB HOLDINGS, LLC

By: _____
Name: _____
Title: _____

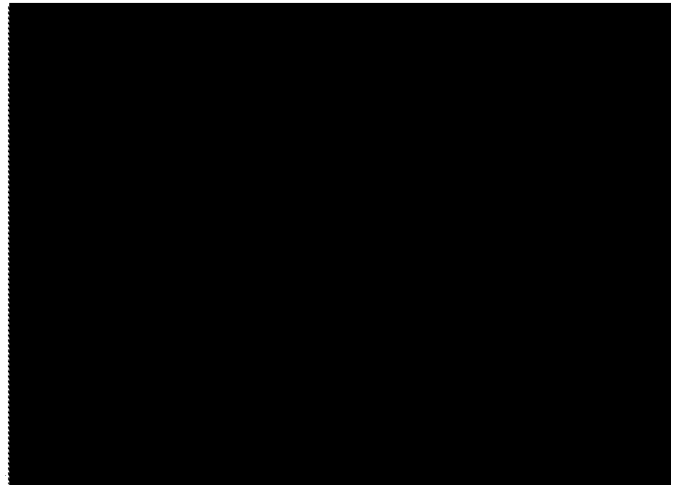
BOUNCEU HOLDINGS, LLC

By: _____
Name: _____
Title: _____

PUMP IT UP HOLDINGS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above.

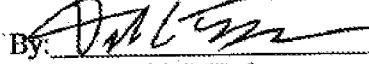


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above.

BUYERS:

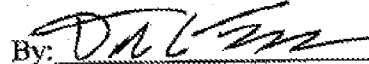
FB HOLDINGS, LLC

By: TNC FB Manager LLC, its Manager

By: 
Name: David C. Tedesco
Title: Manager

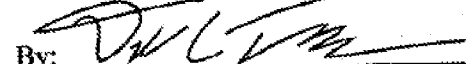
BOUNCEU HOLDINGS, LLC

By: TNC FB Manager LLC, its Manager

By: 
Name: David C. Tedesco
Title: Manager

PUMP IT UP HOLDINGS, LLC

By: TNC FB Manager LLC, its Manager

By: 
Name: David C. Tedesco
Title: Manager