

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705884

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900662271		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sea Otter Classic, Inc.		08/02/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LTF Triathlon Series, LLC		
Street Address:	2902 Corporate Place		
City:	Chanhassen		
State/Country:	MINNESOTA		
Postal Code:	55317		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3560007	SEA OTTER CLASSIC	
Registration Number:	5457634		
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-7000		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Dianna L. Gould/Claire M. Plante		
Address Line 1:	90 South Seventh Street, Suite 2200		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	454192.123		
NAME OF SUBMITTER:	Claire M. Plante		
SIGNATURE:	/Claire M. Plante/		
DATE SIGNED:	02/01/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "**Assignment**") is effective August 2, 2021, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof (the "**Agreement**"), by and among Sea Otter Classic, Inc., a California corporation (the "**Assignor**"), and LTF Triathlon Series, LLC, a Delaware limited liability company (the "**Assignee**"), among others. Capitalized terms used but not defined in this Assignment shall have the respective meanings given to such terms in the Agreement.

Recitals

The Assignor and the Assignee are parties to the Agreement, pursuant to which the Assignor has agreed to sell, convey, assign, transfer and deliver to the Assignee all of the Assignor's right, title and interest in, to and under all of the Intellectual Property owned or licensed by the Assignor, including the names of the Event set forth on Appendix A hereto and any combination of words in which the name appears or any rights associated with such name or any right to use such name in all jurisdictions in which the Assignor either currently uses any such name or has any right to use any such name, all of the Assignor's rights and interests in and to any websites relating to the Event (including those websites set forth on Schedule 3.10 to the Agreement), any social media accounts and the current telephone listings used primarily for the Event, if any, in each case free and clear of all Encumbrances (collectively, the "**Contributed IP**").

Agreement

In consideration of the foregoing premises, the agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor does hereby sell, convey, assign, transfer and deliver to the Assignee all of its right, title, and interest in and to the Contributed IP, including without limitation all goodwill appurtenant thereto, those items/registrations identified on Appendix A hereto, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Contributed IP, and all claims and causes of action with respect to any of the Contributed IP, whether accruing before, on, or after the date hereof, including all rights and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.
2. Each of the Assignor and the Assignee covenants and agrees that it will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged), from time to time at the request of the other and without further consideration, all such further instruments of conveyance, transfer, assignment and further assurances, and perform or cause to be performed all such further acts as may be reasonably necessary or appropriate to confirm or more effectively carry out the provisions and intent of this Assignment and to sell, transfer and convey the Contributed IP to the Assignee. Each party agrees that this Assignment may be publicly filed, recorded, or provided to any applicable registrar, government office, or authority.
3. This Assignment is made in and shall be interpreted and enforced in accordance with the laws of the State of Delaware.

4. The Assignor hereby irrevocably constitutes and appoints the Assignee, its successors and assigns as the true and lawful attorney of the Assignor, with full power of substitution in the name of the Assignor, or otherwise, and on behalf and for the benefit of the Assignee, its successors and assigns, to demand and receive from time to time any and all of the Contributed IP hereby contributed, transferred, conveyed, assigned, and delivered, or intended so to be, and to institute, defend and compromise any and all actions, suits or proceedings in respect of any of the Contributed IP hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, that the Assignee, its successors or assigns shall deem desirable, and to do all acts and things in relation to the Contributed IP which the Assignee, its successors or assigns deem desirable. The Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it in any manner or for any reason.
5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as provided below, the Assignor may not assign its rights or obligations hereunder without the prior written consent of the Assignee, and any such assignment shall not relieve the assigning party of any of its obligations hereunder. This Assignment may be assigned by the Assignee, in whole or in part, without the consent of the Assignor or any other person. Nothing shall restrict the Assignee, in its sole discretion and without consent of the Assignor or any other person, from transferring all or any portion of the Contributed IP.
6. This Assignment may be executed in separate counterparts and the executed counterparts may be delivered by electronic means, including by email and .pdf, all of which together will constitute one in the same instrument and be enforceable as an original.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the date written below.

LTF Triathlon Series, LLC

By: T. B.
Name: Tom Bergman
Its: President and CEO

Sea Otter Classic, Inc.


By: _____
Name: _____
Its: _____

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the date written below.

LTF Triathlon Series, LLC

By: _____
Name: _____
Its: _____


Sea Otter Classic, Inc.

By: 
Name: FRANK CHAZZANO
Its: PRESIDENT

APPENDIX A

The names of the Event.

Sea Otter Classic
Sea Otter Play
Sea Otter

TRADEMARK/SERVICE MARK	COUNTRY	REG. NO.
SEA OTTER CLASSIC	USA	3560007
	USA	5457634



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

January 21, 2022

PTAS

DIANNA L. GOULD/CLAIRE M. PLANTE
90 SOUTH SEVENTH STREET, SUITE 2200
FAEGRE DRINKER BIDDLE & REATH LLP
MINNEAPOLIS, MN 55402



900662271

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060(a).

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, February 21, 2022**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900662271

Access Code: VVRQOBUWT7I01ZT

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAZENA MARTIN
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
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Phone:	612-766-7000		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Dianna L. Gould/Claire M. Plante		
Address Line 1:	90 South Seventh Street, Suite 2200		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Claire M. Plante		
SIGNATURE:	/Claire M. Plante/		
DATE SIGNED:	12/13/2021		
Total Attachments: 5			
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