

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Karl Meltzer, LLC		12/15/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	World Triathlon Corporation		
Street Address:	3407 W. Dr. Martin Luther King Jr. Blvd		
Internal Address:	Suite 100		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33601		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4929110	SPEEDGOAT	
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:	8132294395		
Email:	trademarks@carltonfields.com		
Correspondent Name:	William G. Giltinan		
Address Line 1:	PO Box 3239		
Address Line 2:	Suite 100		
Address Line 4:	Tampa, FLORIDA 33601		
NAME OF SUBMITTER:	William G. Giltinan		
SIGNATURE:	/William G. Giltinan/		
DATE SIGNED:	01/19/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Assignment ("Assignment"), by and between Karl Meltzer and Cheryl Meltzer, each an individual having an address at 2532 Cliffswallow Drive, Sandy, Utah, 84093 and all businesses and entities operated and controlled by Karl Meltzer and/or Cheryl Meltzer including, without limitation, Karl Meltzer, LLC (collectively "Assignor"), and World Triathlon Corporation, a Florida Corporation ("Assignee") shall be effective as of December 15, 2021 (the "Effective Date").

WITNESSETH:

WHEREAS, Assignor has or may have certain rights in the trademarks, trade names, and service marks identified on Exhibit A attached hereto (collectively the "Marks");

WHEREAS, in connection with a certain Asset Purchase Agreement dated on or about the date hereof by and among Assignor and Assignee (the "APA"), Assignor has assigned and agreed to assign to Assignee certain Intellectual Property (as defined in the APA) including, but not limited to, the Marks, together with all associated goodwill;

WHEREAS, also in connection with the APA, Assignor and Assignee entered into a certain Trademark Coexistence Agreement (the "Coexistence Agreement") concerning future uses of certain trademarks and service marks; and

WHEREAS, the parties desire to record, memorialize, codify, and affirm that the Marks, goodwill, and the associated registrations, applications identified herein, are fully and irrevocably transferred from Assignor to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, receipt, adequacy, and legal sufficiency of which are hereby acknowledged by Assignor, and all parties intending to be legally bound hereby, Assignor and Assignee agree as follows:

SECTION 1. ASSIGNMENT

1.1 Assignor hereby contributes grants, sells, conveys, transfers, assigns, releases, and delivers to Assignee, its successors, assigns, and legal representatives, any and all right, title, and interest Assignor has or may have in or to the Marks, including without limitation all common law rights, rights acquired through use, license or assignment, state law rights, rights in foreign nations, all registrations and applications for registration thereof, in all states, nations, communities, and regions worldwide, and all goodwill associated therewith, together with all liabilities, duties and obligations relating to the Marks and the registrations and applications identified in Exhibit A, and all rights to bring actions and recover damages for any and all past, present and future infringements of the Marks in any and all jurisdictions throughout the world, including all rights as opponents in any opposition.

1.2 For avoidance of doubt, nothing herein shall be construed to assign any rights in any trademarks or services marks for use in connection with goods or services not in International Classes 25 or 41, other than the right to use such trademarks and service marks in connection with other goods and services as permitted under the Coexistence Agreement.

1.3 Assignor agrees to cooperate with Assignee upon Assignee's request, and for no additional consideration, to perfect, record, and otherwise document Assignee's rights to the Marks and associated rights and goodwill, and all registrations and applications for registrations thereof throughout the world

including, without limitation, executing such separate assignments, certifications, and other documents as Assignee may reasonably deem necessary or desirable in maintaining such rights, filing, prosecuting or maintaining any registrations or applications, and recording and otherwise perfecting and enforcing Assignee's rights and title hereunder. To the extent any separate assignments are executed and/or recorded in connection with any registration or application, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described herein and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

1.4 Assignor hereby authorizes Assignee, its successors and assigns, to take any appropriate action in connection with the applications and registrations identified in Exhibit A (and all associated goodwill and rights), in the name of the Assignor, but at Assignee's own expense.

1.5 Any nation or state, or agency or representative thereof, or individual, partnership, corporation, or other entity, may rely without further inquiry upon the powers and rights granted to Assignee herein and upon any notarization, certification, verification, affidavit, or jurat by any notary public of any state relating to the authorization, execution, and delivery of this Assignment of the authenticity of any copy, conformed or otherwise, hereof.

SECTION 2. MISCELLANEOUS

2.1 The terms and provisions of this Assignment shall be binding upon and shall extend to, and inure to the benefit of the parties and their successors and assigns.

2.2 In the event that any term or provision of this Assignment is held to be invalid, illegal or unenforceable in any respect, such term or provision shall be deemed amended to the extent necessary to render it valid, legal and enforceable, and the parties agree to be bound by the same as thus amended, and the remaining terms and provisions of this Assignment shall not be affected or impaired thereby.

2.3 This Assignment shall be construed under the laws of the State of Florida, without reference to principles of conflicts of laws.

2.4 This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have entered into this Assignment intending to be legally bound as of the Effective Date first written above.

Assignors:

Karl Meltzer

Karl Meltzer _____
Karl Meltzer

Cheryl Meltzer

Cheryl Meltzer _____
Cheryl Meltzer

Karl Meltzer, LLC

BY: *Karl Meltzer* _____
NAME: Karl Meltzer
TITLE: Manager

Assignee: World Triathlon Corporation:

BY: *AM* _____
NAME: Andrew Messick
TITLE: Chief Executive Officer

Exhibit A
Marks

1. U.S. Trademark Registration 4929110 (Serial Number 86634164)
2. All common law rights in connection with SPEEDGOAT (and all variations thereof) as a trademark or service mark in connection with goods and services in International Classes 25 and 41