

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAUTE ROUTE S.A.		03/09/2022	Société Anonyme (Sa):
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:	33607		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4878889	HAUTE ROUTE	
CORRESPONDENCE DATA			
Fax Number:	8132294395		
<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:	8132297000		
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:	03/22/2022		
Total Attachments: 4			
source=9Mar2022 Haute Route TM Assignment#page1.tif			
source=9Mar2022 Haute Route TM Assignment#page2.tif			
source=9Mar2022 Haute Route TM Assignment#page3.tif			
source=9Mar2022 Haute Route TM Assignment#page4.tif			

CH \$40.00 4878889

TRADEMARK ASSIGNMENT

This Assignment (“Assignment”), by and between Haute Route S.A., a Switzerland Société Anonyme (SA) having offices at Chemin De Cretelles 28, Randogne, Switzerland 3975 (“Assignor”), and World Triathlon Corporation, a Florida Corporation having offices at 3407 W. Dr. Martin Luther King Junior Blvd, Suite 100, Tampa, FL 33607 (“Assignee”) shall be effective as of March 9, 2022 (“Effective Date”).

WITNESSETH:

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

WHEREAS, Assignor is an affiliated of Assignee and wishes to assign to Assignee all rights in and to the Marks that Assignor has or may have, whether registered or by virtue of use, together with all goodwill associated therewith;

WHEREAS, Assignor and Assignee understand and agree that Assignor shall be responsible for maintenance of all applications and registrations relating to the Marks and all enforcement of rights in the Marks, and Assignee shall continue to have an ongoing right to use the Marks as an affiliate of Assignee; and

WHEREAS, the parties desire to record, memorialize, codify, and affirm that the Marks, goodwill, Registrations and Applications, and associated rights are fully assigned and 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, all rights to file applications directed to and obtain and maintain registrations for the Marks worldwide, 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. The foregoing assignment is effective as of the Effective Date.

1.2 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.

1.3 Assignor hereby authorizes Assignee, its successors and assigns, to take any appropriate action in connection with the Marks, the Registrations and Applications, and all other applications, registrations, goodwill, and rights assigned hereunder, in the name of the Assignors, but at Assignee's own expense.

1.4 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 parties hereto represent that recitals to this Assignment are true and correct.

2.2 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.

2.3 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.

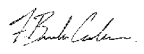
2.4 This Assignment shall be construed under the laws of the State of Florida, without reference to principles of conflicts of laws.

2.5 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.

Assignor: Haute Route S.A.,
a Switzerland Société Anonyme

BY: 
F. Brooks
NAME: Cowan, Jr.
Director
TITLE: _____

Assignee: World Triathlon Corporation,
a Florida Corporation

BY: 
F. Brooks
NAME: Cowan, Jr.
Chief Legal officer
TITLE: _____