

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722221

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BTCT Innovations IP Holdings, LLC		10/18/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Moonshot Growth LLC		
<b>Street Address:</b>	360 NW 27th St.		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33127		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5921052	THRILLZOO	
<b>Registration Number:</b>	6006159	TRAMPOLINE WATERPARK	
<b>Registration Number:</b>	4771983	WOD NATION	
<b>Registration Number:</b>	5169367	WOD NATION	
<b>Serial Number:</b>	90822339	NATION OF ATHLETICS	
<b>Serial Number:</b>	90822338	NATION OF ATHLETICS	
<b>Serial Number:</b>	90822340	NATION OF ATHLETICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028037953		
<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>			
<b>Phone:</b>	(202) 888-7786		
<b>Email:</b>	docket@markerylaw.com, staceywatson@markerylaw.com, taratoth@markerylaw.com		
<b>Correspondent Name:</b>	Stacey J. Watson, Esq.		
<b>Address Line 1:</b>	P.O. Box 84150		
<b>Address Line 4:</b>	Gaithersburg, MARYLAND 20883-4150		
<b>NAME OF SUBMITTER:</b>	Stacey J. Watson		
<b>SIGNATURE:</b>	/Stacey J. Watson/		

OP \$190.00 5921052

<b>DATE SIGNED:</b>	04/19/2022
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of October 18, 2021, is made by BTCT Innovations IP Holdings, LLC, (b) BTCT Innovations XI, LLC, (c) BTCT Innovations XII, LLC, and (d) BTCT Innovations XV, LLC, each a limited liability company organized under the laws of Delaware (collectively, the “**Assignors**”), in favor of Moonshot Growth, LLC (“**Purchaser**”), the purchaser of certain assets of Assignors pursuant to that certain *Asset Purchase Agreement*, dated October 18, 2021 by and among Assignors and Purchaser (the “**APA**”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the APA.

WHEREAS, under the terms of the APA, Assignors have conveyed, transferred, and assigned to Purchaser, among other assets, certain Assigned IP (as defined below) of Assignor.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Purchaser, and Purchaser hereby accepts, all of Assignors' right, title, and interest in and to all the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Exhibit 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all internet domain name registrations and social media account or user names (including “handles”) incorporating any Trademark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Exhibit 2, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;

(c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights, if any, set forth on Exhibit 2 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to 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 but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(g) Each Assignor hereby constitutes and appoints Assignee as such Assignor's true and lawful attorney in fact, with full power of substitution in such Assignor's name and stead, but for Assignee's benefit, to take any and all 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 the aforesaid Assigned IP and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. Each Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

2. Recordation. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Unless otherwise set forth in the APA, any costs or fees associated with acts taken under this section shall be borne by the Purchaser.

3. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignors and Purchaser with respect to the Assigned IP. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. Counterparts. This IP Assignment may be executed electronically in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[signature page follows]*

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

**ASSIGNORS:**

BTCT INNOVATIONS IP HOLDINGS LLC

By: \_\_\_\_\_

Name: Michael Wyse

Title: Chief Restructuring Officer

BTCT INNOVATIONS XI LLC

By: \_\_\_\_\_

Name: Michael Wyse

Title: Chief Restructuring Officer

BTCT INNOVATIONS XII LLC

By: \_\_\_\_\_

Name: Michael Wyse

Title: Chief Restructuring Officer

BTCT INNOVATIONS XV LLC

By: \_\_\_\_\_

Name: Michael Wyse

Title: Chief Restructuring Officer

**AGREED TO AND ACCEPTED:**

MOONSHOT GROWTH, LLC

By:     *A. Fisch*    

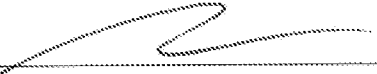
Name: Amnon Fisch

Title: CEO

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

**ASSIGNORS:**

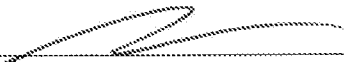
BTCT INNOVATIONS IP HOLDINGS LLC

By: 

Name: Michael Wyse

Title: Chief Restructuring Officer

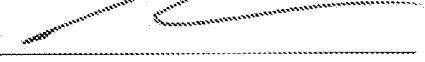
BTCT INNOVATIONS XI LLC

By: 

Name: Michael Wyse

Title: Chief Restructuring Officer

BTCT INNOVATIONS XII LLC

By: 

Name: Michael Wyse

Title: Chief Restructuring Officer

BTCT INNOVATIONS XV LLC

By: 

Name: Michael Wyse

Title: Chief Restructuring Officer

**AGREED TO AND ACCEPTED:**

MOONSHOT GROWTH, LLC

By: \_\_\_\_\_

Name:

Title: