

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Celebration Station Properties, Inc.		01/31/2022	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Celebration Station OpCo, LLC		
Street Address:	200 E. Long Lake Road, Suite 180		
Internal Address:	c/o The Track Holdings, LLC		
City:	Bloomfield Hills		
State/Country:	MICHIGAN		
Postal Code:	48304		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4711910	CELEBRATION STATION	
Registration Number:	4711907	CELEBRATION STATION	
Registration Number:	2498343	CELEBRATION STATION	
Registration Number:	1974116	CELEBRATION STATION	
Registration Number:	1677947	CELEBRATION STATION	
Registration Number:	1677948	CELEBRATION STATION FAMILY FUN CENTER	
Registration Number:	2498344	CELEBRATION STATION	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	272580498440		
NAME OF SUBMITTER:	Angela Alvarez Sujek		

CH \$190.00 4711910

SIGNATURE:	/angela alvarez subjek/
DATE SIGNED:	03/08/2022
Total Attachments: 8 source=Assignment of Intellectual Property (Executed)(42557911_1)#page1.tif source=Assignment of Intellectual Property (Executed)(42557911_1)#page2.tif source=Assignment of Intellectual Property (Executed)(42557911_1)#page3.tif source=Assignment of Intellectual Property (Executed)(42557911_1)#page4.tif source=Assignment of Intellectual Property (Executed)(42557911_1)#page5.tif source=Assignment of Intellectual Property (Executed)(42557911_1)#page6.tif source=Assignment of Intellectual Property (Executed)(42557911_1)#page7.tif source=Assignment of Intellectual Property (Executed)(42557911_1)#page8.tif	

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND DOMAINS

This ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND DOMAINS (“Assignment Agreement”), is effective as of January 31, 2022, by and among Celebration Station Properties, Inc., an Indiana corporation (“Celebration Station”), CS2, LLC, an Indiana limited liability company (“CS2” and, together with Celebration Station, “Seller”), and Jeffery Morton (the “Shareholder” and, together with Seller, “Assignor”), and Celebration Station OpCo, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, whereby Assignor has agreed to sell, assign, transfer, convey and deliver the Purchased Assets (as defined in the Agreement), directly or indirectly, to Assignee, and Assignee has agreed to acquire, directly or indirectly, the Purchased Assets (the “Agreement”);

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, directly or indirectly, and Assignee desires to accept from Assignor, all of Assignor’s right, title and interest in and to Assignor’s rights that are inherent in or relating to the Purchased Assets; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Assigned Patents, Assigned Trademarks and Assigned Domains of Assignor associated with the Purchased Assets as set forth below.

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to:

(a) the patents identified on Schedule A attached hereto including any derivations thereof (the “Assigned Patents”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Patents, and including any common law rights in the Assigned Patents and any pending applications or registrations of the Assigned Patents;

(b) the trademarks, service marks, logos, or other identifiers identified on Schedule A attached hereto including any derivations thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and including any common law rights in the Assigned Trademarks and any pending applications or registrations of the Assigned Trademarks;

(c) copyrights, whether registered or unregistered, arising by any applicable Law of any jurisdiction throughout the world or any treaty or other international convention, (ii) registrations and applications for registration of such copyrights, including the registrations and applications identified on Schedule A; and (iii) issuances, extensions, and renewals of such registrations and applications (“Assigned Copyrights”);

(d) the domain names identified on Schedule A attached hereto, including the current registrations thereof (the “Assigned Domains”);

(e) all rights to income, royalties, and license fees deriving from the Assigned Patents, Assigned Trademarks, Assigned Copyrights or Assigned Domains; all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Assigned Patents, Assigned Trademarks, Assigned Copyrights or Assigned Domains or injury to the goodwill associated with the Assigned Patents, Assigned Trademarks, Assigned Copyrights or Assigned Domains; and the right to sue for and collect such damages; and

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

2. Transfer of Assigned Domains.

(a) On the date hereof, Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Assigned Domains to Assignee, and cause the Assigned Domains to be registered in the name of Assignee.

(b) The Assigned Domains will be deemed transferred when:

(i) the applicable domain registrar identifies Assignee as the registrant of the Assigned Domains; and

(ii) the Assignee has administrative and technical access to the Assigned Domains.

3. Further Actions. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents, Assigned Trademarks, Assigned Copyrights and Assigned Domains to Assignee.

4. Assignor's Representations. Assignor represents that it is the sole owner of all right, title and interest in and to the Assigned Patents, Assigned Trademarks, Assigned Copyrights and the Assigned Domains and has the authority to sell these rights free and clear of all liens, claims, interests, and encumbrances of whatever kind or nature.

5. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, 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 Assignment Agreement.

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

7. Governing Law; Venue. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof). Any legal suit, action or proceeding arising out of or based upon this Assignment Agreement shall be instituted in the courts located in or governing Indianapolis, Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

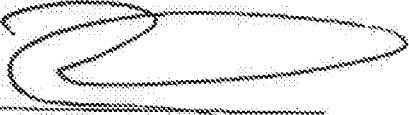
8. Amendment. This Assignment Agreement may not be amended, modified, waived, or terminated except in a writing signed by the Parties.

[Signature on following page.]

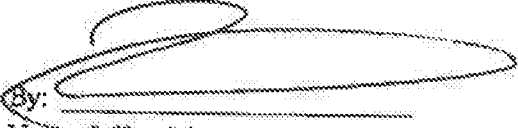
IN WITNESS WHEREOF, each of the Parties has caused this Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Celebration Station Properties, Inc.

By: 
Name: Jeffery Morton
Title: President

CS2, LLC

By: 
Name: Jeffery Morton
Title: Manager

ASSIGNEE:

Celebration Station OpCo, LLC

By: The Track Intermediate OpCo, LLC, its Manager
By: The Track Holdings, LLC, its Manager
By: TC Track Co-Invest, LLC, its Manager

By: _____
Name: Brian McCullough
Title: Authorized Signatory

IN WITNESS WHEREOF, each of the Parties has caused this Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Celebration Station Properties, Inc.

By: _____

Name: Jeffery Morton

Title: President

CS2, LLC

By: _____

Name: Jeffery Morton

Title: Manager


ASSIGNEE:

Celebration Station OpCo, LLC

By: The Track Intermediate OpCo, LLC, its Manager

By: The Track Holdings, LLC, its Manager

By: TC Track Co-Invest, LLC, its Manager

By:  _____

Name: Brian McCullough

Title: Authorized Signatory


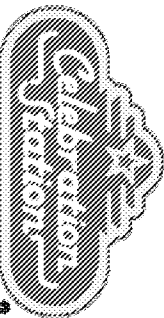
SCHEDULE A
ASSIGNED PATENTS, TRADEMARKS, COPYRIGHTS AND DOMAINS

Assigned Patents

None.

Assigned Trademarks

Country	Trademark	Serial No.	Reg. No.	Registration Date	Brief Goods/Services
US	Celebration Station	86360637	4711910	March 31, 2015	IC 043; US 100 101. Restaurant and catering services.
US	Celebration Station	86360489	4711907	March 31, 2015	IC 041; US 100 101 107. Entertainment services, namely, conducting parties; Providing children's party centers for the purpose of entertaining children and celebrating birthdays.
US	Celebration Station	76159989	2498343	October 16, 2001	IC 028; US 022 023 038 050. Toys, game prizes and party favors, namely, stuffed toy animals, toy balls, [toy flying discs,] toy pails [and toy pouches].
US	Celebration Station	74505971	1974116	May 14, 1996	IC 041; US 100 101 107. Entertainment services, namely exhibition of interactive audiovisual programs featuring a variety of games, contests and competition in which the audience participates.
US	Celebration Station	74153336	1677947	March 3, 1992	IC 041; US 107. Entertainment services; namely, providing facilities for sports and games.

Country	Trademark	Serial No.	Reg. No.	Registration Date	Brief Goods/Services
US		74153340	1677948	March 3, 1992	IC 041; US 107. Entertainment services; namely, providing facilities for sports and games
US		76160095	2498344	October 16, 2001	IC 028; US 022 023 038 050. Toys, game prizes and party favors, namely, stuffed toy animals, toy balls, [toy flying discs,] toy pails [and toy pouches].

Assigned Copyrights

Harry the hound : drawing. VAu 319-476 (1994)

Purrscilla purr : drawing. VAu 319-477 (1994)

Major moose : drawing. VAu 319-475 (1994)

Kalvin kat : drawing. VAu 319-474 (1994)

Hurricane hound : drawing. VAu 319-473 (1994)

Assigned Domains

1. Domain: celebrationstation.com
 - a. Registered Owner: Whiteco Industries
 - b. Registrar: Network Solutions, LLC

2. Domain: Lasertagcfl.com
 - a. Registered Owner: Celebration Station
 - b. Registrar: GoDaddy.com, LLC
3. Domain: Lasertagcs.com
 - a. Registered Owner: Celebration Station
 - b. Registrar: GoDaddy.com, LLC
4. Domain: Lasertagntx.com
 - a. Registered Owner: Celebration Station
 - b. Registrar: GoDaddy.com, LLC
5. Domain: Thecelebrationstation.com
 - a. Registered Owner: Celebration Station
 - b. Registrar: GoDaddy.com, LLC