## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM727273

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900678515

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mom Water, LLC		11/30/2021	Limited Liability Company: INDIANA

#### **RECEIVING PARTY DATA**

Name:	Fun Water Holdings Company, LLC
Street Address:	4941 E. State Road 264
City:	Ferdinand
State/Country:	INDIANA
Postal Code:	47532
Entity Type:	Limited Liability Company: INDIANA

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6577211	MOM WATER

#### **CORRESPONDENCE DATA**

**Fax Number:** 3172369907

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.

**Phone:** 3176358900

Email: PTODOCKET.US.DBG@DENTONS.COM

Correspondent Name: Brad R. Maurer

Address Line 1: 10 WEST MARKET STREET 2700 MARKET TOWER Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	132562.000002
NAME OF SUBMITTER:	Brad R. Maurer
SIGNATURE:	/Brad R. Maurer/
DATE SIGNED:	05/11/2022

### **Total Attachments: 4**

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of November 30, 2021 (the "Effective Date"), by and between Mom Water, LLC, an Indiana limited liability company ("Assignor"), and Fun Water Holdings Company, LLC, an Indiana limited liability company ("Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. Assignor has agreed to convey, transfer, and assign to Assignee all intellectual property owned by Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

The Parties, therefore, hereby agree as follows.

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under all of Assignor's intellectual property, which includes, but is not limited to, the following:
- (a) the trademarks, whether registered or not, and all trademark registrations and applications set forth on <u>Schedule 1</u> hereto (if any), together with the any common law rights related thereto and the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "**Trademarks**");



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- - 2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the intellectual property to Assignee, or any assignee or successor thereto.
  - 3. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
  - 4. <u>Governing Law.</u> This Assignment shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.
  - 5. <u>Counterparts</u>. This Assignment 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 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.
  - 6. <u>Amendment and Modification</u>. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Assignment of Intellectual Property as of the Effective Date.

### **ASSIGNOR:**

MOM WALEK EEC	<b>MOM</b>	WA	TER.	LL	$\mathbf{C}$
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Signed: Brya L Morrison

Bryce L. Morrison, Manager

Signed: John C. Bell, Manager

### **ASSIGNEE:**

FUN WATER HOLDINGS COMPANY, LLC:

Signed: Brya L Morrison

Bryce L. Morrison, Manager

Signed: John C. Bell

John C. Bell, Manager

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# **SCHEDULE 1**

## TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Name/Mark	Goods/Services	App./Reg. No.
United States; worldwide	MOM WATER	alcoholic beverages except beers, non-carbonated alcoholic beverages except beers	App. No. 88753882



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**RECORDED: 03/01/2022**