

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Festival Fun Parks, LLC		08/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MS Leisure Company		
Street Address:	4400 RICKENBACKER CAUSEWAY		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33149		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0772473	MIAMI SEAQUARIUM	
Registration Number:	2980590	MIAMI SEAQUARIUM	
Registration Number:	1648383	SEAQUARIUM	
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>			
Email:	gtipmail@gtlaw.com		
Correspondent Name:	Candice E. Kim		
Address Line 1:	1840 Century Park East, Suite 1900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	165662.010700		
NAME OF SUBMITTER:	Candice E. Kim		
SIGNATURE:	/cek/		
DATE SIGNED:	06/23/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is effective as of August 16, 2021 (the “Effective Date”), by and between Festival Fun Parks, LLC, a Delaware limited liability company (“Assignor”), and MS Leisure Company, a Florida corporation (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in that certain Asset Purchase Agreement (the “Asset Purchase Agreement”), dated as of August 16, 2021, by and among Assignor, Assignee and Dolphin Leisure, Inc.

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, and Assignee has agreed to purchase, the Purchased Assets, including, but not limited to, all of Assignor’s rights, title and interest in and to all Seller Intellectual Property.

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Seller Intellectual Property.

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Seller Intellectual Property.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor hereby assigns, sell, transfers, conveys, and delivers to Assignee, irrevocably and throughout the world, all rights, title and interest in and to the Seller Intellectual Property, including, without limitation, the Seller Intellectual Property set forth on Exhibit A hereto, together with all common law rights thereto and any and all goodwill in connection therewith, including all immunities and covenants not to sue related to such Seller Intellectual Property, all causes of action, enforcement rights and remedies in respect of such Seller Intellectual Property, including all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of such Seller Intellectual Property, and all rights to collect royalties under such Seller Intellectual Property (regardless of whether or not such claims and causes of action have been asserted by Assignor) and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) to the extent related to such Seller Intellectual Property.

2. Domain Names. Assignor agrees to cooperate with Assignee in order to effectuate the transfer of registrations for the domain names set forth on Exhibit A (the “Domain Names”) in a timely manner, and each party is hereby expressly permitted and authorized to provide a copy of this Assignment to any such registrar as necessary to accomplish such transfer. Following the execution of this Assignment, Assignor shall immediately cease using or controlling the Domain Names for any purpose, including, without limitation, as a domain name, a trademark, or as a part of any email address. Further, within a reasonable time following the Effective Date hereof, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement

or other forms required by the applicable Internet domain name registrar for each of the Domain Names (the “Registering Authority”) to transfer such Domain Names to Assignee, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any and all further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

3. Assistance; Assurances. Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred, including, without limitation, the execution of any other assignments or documents that may be necessary to evidence Assignee’s ownership of the Seller Intellectual Property in the US Patent and Trademark Office or the corresponding entities or agencies in any applicable foreign countries. All fees and expenses incurred in connection with or related to this Assignment shall be paid in accordance with the terms of the Asset Purchase Agreement.

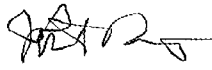
4. Miscellaneous. This Assignment shall be governed by the governing law provision of the Asset Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Asset Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Asset Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR:

FESTIVAL FUN PARKS, LLC

By:  _____

Name: John T. Reilly

Title: Chief Operating Officer

ASSIGNEE:

MS LEISURE COMPANY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR:

FESTIVAL FUN PARKS, LLC

By: _____

Name:

Title:

ASSIGNEE:

MS LEISURE COMPANY

By: _____

Name: Eduardo Albor

Title: President

[Signature Page to Intellectual Property Assignment]