

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM815052

<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>
Summit the Sky LLC		04/28/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Triathlon Corporation		
<b>Street Address:</b>	3407 W. Dr. Martin Luther King Jr. Blvd		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97911937	KODIAK ULTRA MARATHONS	
<b>Serial Number:</b>	97911928	KODIAK ULTRA MARATHONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	8132297000		
<b>Email:</b>	trademarks@carltonfields.com		
<b>Correspondent Name:</b>	William G. Giltinan		
<b>Address Line 1:</b>	PO Box 3239		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Tampa, FLORIDA 33601		
<b>NAME OF SUBMITTER:</b>	William G. Giltinan		
<b>SIGNATURE:</b>	/William G. Giltinan/		
<b>DATE SIGNED:</b>	06/05/2023		
<b>Total Attachments: 4</b>			
source=Complete_with_DocuSign_Kodiak_Ultra_Marathon#page1.tif			
source=Complete_with_DocuSign_Kodiak_Ultra_Marathon#page2.tif			

CH \$65.00 97911937

source=Complete\_with\_DocuSign\_Kodiak\_Ultra\_Marathon#page3.tif

source=Complete\_with\_DocuSign\_Kodiak\_Ultra\_Marathon#page4.tif

**TRADEMARK ASSIGNMENT**

This Assignment (“Assignment”), by and between Summit the Sky LLC, a California limited liability company, having offices at 1532 E. Big Bear Blvd, Big Bear City, CA 92314 (“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 April 28, 2023 (“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 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, in connection with a certain transaction entered into by Assignor and Assignee;

**WHEREAS**, Assignor and Assignee understand and agree that Assignee shall be responsible for maintenance of all future applications and registrations relating to the Marks and all enforcement of rights in the Marks, and Assignor shall have no further right to use the Marks or any confusingly similar trademarks, service marks or trade dress in the future, and agrees to make no such use in the future;

**WHEREAS**, the parties desire to record, memorialize, codify, and affirm that the Marks and all related goodwill, registrations, applications, and associated rights are fully and irrevocably 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 associated 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 further memorialization of a portion of the transfer of rights, title, and interests intended 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, and all associated applications, registrations, goodwill, and rights assigned hereunder, in the name of the Assignor or in the name of Assignee, but at Assignee's 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:** Summit the Sky LLC

**BY:**  \_\_\_\_\_

**NAME:** Susan Schmelzer

**TITLE:** Race Director & Owner

**Assignee:** World Triathlon Corporation, a Florida Corporation

**BY:**  \_\_\_\_\_

**NAME:** F. Brooks Cowan

**TITLE:** Chief Legal Officer

**Exhibit A**  
Marks

1. KODIAK ULTRA MARATHONS



- 2.
3. United States Serial No. 97/911,937
4. United States Serial No. 97/911,928
5. All common law rights and rights by virtue of use, worldwide, in connection with the marks referenced in items 1 and 2 above (and all variations thereof and derivatives based thereon) as a trademark, service mark, domain name, and social media/online identifier in connection with all goods and services including, without limitation, those goods and services in International Class 41