

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REEBOK INTERNATIONAL LIMITED		09/24/2023	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	FIT KIDZ GET UP & CO, INC.		
Street Address:	6 Sassamon Road		
City:	Natick		
State/Country:	MASSACHUSETTS		
Postal Code:	01760		
Entity Type:	Non-Profit Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5352996	ACTIVE KIDS = ACTIVE MINDS	
CORRESPONDENCE DATA			
Fax Number:	6463495567		
<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:	917-779-9967		
Email:	mlombard@lgtrademark.com		
Correspondent Name:	G MATHEW LOMBARD		
Address Line 1:	230 PARK AVE		
Address Line 2:	4 FL WEST		
Address Line 4:	NEW YORK, NEW YORK 10169		
NAME OF SUBMITTER:	G. Mathew Lombard		
SIGNATURE:	/g mathew lombard/		
DATE SIGNED:	11/08/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 24, 2023 (the "Effective Date"), is made by and between **REEBOK INTERNATIONAL LIMITED**, a United Kingdom company, with a local business address of 1411 Broadway, 21st Floor, New York, New York 10018 ("Assignor"), on one hand, and **FIT KIDZ GET UP & GO, INC.**, a Massachusetts nonprofit corporation, with a business address of 6 Sassamon Road, Natick, Massachusetts 01760 ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of the Trademarks identified in SCHEDULE A, including any goodwill and other rights therein (the "Trademarks");

WHEREAS, in accordance with a Pledge Agreement dated June 1, 2023 between the Parties, Assignor agreed to transfer and convey its title and rights in and to the Trademarks to Assignee "as soon as practicable," and Assignee agreed to accept Assignor's title and rights in and to the Trademarks from Assignor;

NOW THEREFORE, the Parties hereby agree as follows:

1. **ASSIGNMENT**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks as well as the associated goodwill of the Trademarks.
2. **RECORDATION AND FURTHER ACTIONS**. Assignor hereby authorizes the various trademark authorities to record and register this Trademark Assignment upon request by Assignee. All fees and costs associated with the recordation of the assignment shall be borne by Assignee.
3. **COUNTERPARTS**. This Trademark Assignment may be executed 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 Trademark Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have

the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. **SUCCESSORS AND ASSIGNS.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
5. **GOVERNING LAW.** This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Massachusetts.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

REEBOK INTERNATIONAL LIMITED



Jay Dubiner

Director

On behalf of Assignor

FIT KIDZ GET UP & GO, INC.



Kathleen Tullie

President

On behalf of Assignee

SCHEDULE A

Trademark	Jurisdiction	Reg. No.	Class(es)	Reg. Date
ACTIVE KIDS = ACTIVE MINDS	USA	5352996	25, 41	December 12, 2017
ACTIVE KIDS = ACTIVE MINDS	Canada	TMA1038416	25, 41	July 9, 2019
ACTIVE KIDS = ACTIVE MINDS	China	18301294	25, 41	December 21, 2016
ACTIVE KIDS = ACTIVE MINDS	EUTM	14763569	25, 41	August 5, 2016
ACTIVE KIDS = ACTIVE MINDS	India	3093794	25, 41	November 16, 2020
ACTIVE KIDS = ACTIVE MINDS	Japan	5863269	25, 41	July 1, 2016
ACTIVE KIDS = ACTIVE MINDS	Panama	245437	25	November 13, 2015
ACTIVE KIDS = ACTIVE MINDS	Panama	245438	41	November 13, 2015
ACTIVE KIDS = ACTIVE MINDS	Korea (South)	45-0067129	25, 41	August 10, 2016
ACTIVE KIDS = ACTIVE MINDS	United Kingdom	UK00914763569	25, 41	August 5, 2016

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RECORDED: 11/08/2023

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