

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM860838

<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>
TW Lone Peak Master LLC		12/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TW Lone Peak Intermediate Holdco LLC		
<b>Street Address:</b>	7887 E. Belleview Avenue		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Englewood		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5795869	JAMBO KIDS	
<b>Registration Number:</b>	5795870	COSMIC KIDS	
<b>Registration Number:</b>	6131097	PEARLS	
<b>Registration Number:</b>	6114315	CENTER STAGE KIDS	
<b>Registration Number:</b>	6847450	LONE PEAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	720-473-8000		
<b>Email:</b>	scott@kch-law.com		
<b>Correspondent Name:</b>	Scott D. Kumpf		
<b>Address Line 1:</b>	9565 S. Kingston Court		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Englewood, COLORADO 80112		
<b>NAME OF SUBMITTER:</b>	Scott D. Kumpf		
<b>SIGNATURE:</b>	/Scott D. Kumpf/		
<b>DATE SIGNED:</b>	12/13/2023		

OP \$140.00 5795869

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Assignment**”), effective as of December 13, 2023 (“**Effective Date**”), is by and between TW Lone Peak Master LLC, a Delaware limited liability company (“**Assignor**”) and TW Lone Peak Intermediate Holdco, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to Section 6.20 of that certain Unit Purchase Agreement, dated as of October 29, 2023, by and among Assignor, Assignee, Buyer and TW Minority Seller (the “**Purchase Agreement**”), Assignor is the owner of all rights, title and interest in and to the Assigned Trademarks (as defined below), and Assignor has agreed to assign and transfer to Assignee, among other things, all of Assignor’s right, title, interest and all associated goodwill in and to the trademark registrations as set forth on Exhibit A hereto (the “**Assigned Trademarks**”).

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

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. With effect as of the Effective Date, Assignor hereby irrevocably assigns and transfers to Assignee, its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor’s worldwide right, title and interest in and to the Assigned Trademarks, together with all goodwill associated therewith, all common law rights in and to the Assigned Trademarks, and the right to sue, claim and recover for past, present and future infringement, dilution or other violation of any Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record and register Assignee as assignee and owner of all right, title and interest in and to the Assigned Trademarks. Following the Effective Date, at Assignee’s sole cost and expense, Assignor shall execute and deliver such other documents and take all such other commercially reasonable actions which Assignee, its successors and/or assigns may reasonably request in writing to effect the terms of this Assignment, including its recordation in relevant state and national trademark offices.

4. Assignee acknowledges and agrees that except as otherwise set forth in the Purchase Agreement, the Assigned Trademarks are assigned to Assignee hereunder on an “as is, where is” basis, and except for the representations and warranties set forth in the Purchase Agreement, Assignor expressly disclaims any and all other representations and warranties of any kind, either express or implied.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law principles thereof. This

Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

6. Any term or provision of this Assignment that is invalid or unenforceable will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

7. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and other terms contained in the Purchase Agreement shall not be superseded, revised or limited hereby but shall remain in full force and effect to the full extent provided in, and subject to the terms of, the Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of the parties arising under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern to the extent of such conflict or inconsistency.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the Effective Date.

**ASSIGNOR:**

**TW LONE PEAK MASTER LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
5171E45D7323410...

Name: Geoffrey Raker  
Title: Authorized Person

**ASSIGNEE:**

**TW LONE PEAK INTERMEDIATE  
HOLDCO, LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
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Name: Geoffrey Raker  
Title: Authorized Person

## **EXHIBIT A**

### **Assigned Trademarks**

1. JAMBO KIDS  
U.S. Trademark Reg. No. 5,795,869  
Registration Date: July 2, 2019  
Owner: TW Lone Peak Master LLC
  
2. COSMIC KIDS  
U.S. Trademark Reg. No. 5,795,870  
Registration Date: July 2, 2019  
Owner: TW Lone Peak Master LLC
  
3. PEARLS  
U.S. Trademark Reg. No. 6,131,097  
Registration Date: August 18, 2020  
Owner: TW Lone Peak Master LLC
  
4. CENTER STAGE KIDS  
U.S. Trademark Reg. No. 6,114,315  
Registration Date: July 28, 2020  
Owner: TW Lone Peak Master LLC
  
5. LONE PEAK  
U.S. Trademark Reg. No. 6,847,450  
Registration Date: September 13, 2022  
Owner: TW Lone Peak Master LLC