

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM865169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Parks, LLC		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sea World LLC		
Street Address:	6240 Sea Harbor Drive		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32821		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6912840	UNITED PARKS	
Registration Number:	6910956	UNITED PARKS	
Registration Number:	4786960	UNITED PARKS	
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>			
Phone:	3032958000		
Email:	docket@hollandhart.com		
Correspondent Name:	Jolly-Johanna L. Northrop		
Address Line 1:	P.O. Box 8749		
Address Line 2:	ATTN: TRADEMARK DOCKETING		
Address Line 4:	DENVER, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	75929.1103		
NAME OF SUBMITTER:	Jolly-Johanna L. Northrop		
SIGNATURE:	/Jolly-Johanna L. Northrop/		
DATE SIGNED:	01/02/2024		
Total Attachments: 6			
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Intellectual Property Assignment

This Intellectual Property Assignment (this “IP Assignment”), entered into as of December 29, 2023 (the “Effective Date”), is made by United Parks, LLC, a Delaware limited liability company (“Seller”), in favor of Sea World LLC, a Delaware limited liability company (“Buyer”), pursuant to that certain Asset Purchase Agreement dated as of December 29, 2023 by and between Seller and Seaworld Parks and Entertainment, Inc., a Delaware corporation (the “Purchase Agreement”; capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement).

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller wishes to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording, if/as applicable, with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the intellectual property assets listed on Schedule 1 hereto, together with the goodwill of the business of Seller associated therewith (collectively, the “Intellectual Property Assets”).

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, the registrars and other officials having jurisdiction over domain names, and the officials of corresponding entities, agencies and organizations in any applicable jurisdictions to record and register this IP Assignment or otherwise transfer the underlying Intellectual Property Assets to Buyer upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including without limitation the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto. Further, Seller agrees to provide Buyer all necessary authorization and information required by Buyer or the relevant domain name registrar in order to validly effectuate the electronic transfer of the domain names comprising Intellectual Property Assets from Seller to Buyer.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Power of Attorney. To the extent that Seller does not cooperate with Buyer with respect to any further actions that may be required to carry out the provisions hereof within 30 days following Buyer’s written notice to Seller requesting such cooperation, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller’s agent and attorney-in-fact with full power of substitution to act for and on Seller’s behalf and Seller’s stead, solely and exclusively for the

purpose of executing, delivering, recording and perfecting any instruments and doing all other lawfully permitted acts for the purpose of same with the same legal force and effect as if executed by Seller.

5. Counterparts. This IP 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 IP Assignment delivered by 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 IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

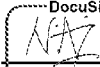
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

UNITED PARKS, LLC

By: PCI UP LLC, its Manager

By: Purchase Capital Investments LLC, its Sole Member

DocuSigned by:



By: _____

Name: ~~Nicholas Singer~~

Title: Manager

Address for Notices:

Purchase Capital Investments LLC

1395 Brickell Avenue, Suite 800

Miami, Florida 33131

Attn: Nicholas Singer

AGREED TO AND ACCEPTED:

SEA WORLD LLC

By: _____

Name: _____

Title: _____

Address for Notices:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

UNITED PARKS, LLC

By: PCI UP LLC, its Manager

By: Purchase Capital Investments LLC, its Sole Member

By: _____

Name: Nicholas Singer

Title: Manager

Address for Notices:

Purchase Capital Investments LLC


1395 Brickell Avenue, Suite 800

Miami, Florida 33131

Attn: Nicholas Singer

AGREED TO AND ACCEPTED:

SEA WORLD LLC

By:  _____

Name: James W. Henderson Jr.

Title: President

Address for Notices:


Sea World LLC
6240 Sea Harbor Dr.
Orlando, FL 32821

Schedule 1

Intellectual Property Assets

Trademarks:

UNITED PARKS, including the U.S. federal trademark registrations listed below and common law rights based on use of the mark in connection with the services identified in the registrations.

Mark	Application Date	Goods and Services	Owner Name
UNITED PARKS	App 14-NOV-2021 App 97123900 Reg 6912840 Reg 29-NOV-2022	INT. CL. 41 AMUSEMENT CENTERS; AMUSEMENT PARK SERVICES; ENTERTAINMENT IN THE NATURE OF A WATER PARK AND AMUSEMENT CENTER	UNITED PARKS, LLC
UNITED PARKS	App 21-OCT-2021 App 97086676 Reg 6910956 Reg 29-NOV-2022	INT. CL. 35 BUSINESS MANAGEMENT IN THE FIELD OF AMUSEMENT PARKS	UNITED PARKS, LLC
	App 29-APR-2014 App 86265638 Reg 4786960 Reg 04-AUG-2015	INT. CL. 35 BUSINESS MANAGEMENT SERVICES, NAMELY, MANAGEMENT OF AMUSEMENT PARKS INT. CL. 41 AMUSEMENT PARKS	UNITED PARKS, LLC

Registered Business and Trade Names:

Name	Jurisdiction	Registration No. (if applicable)
United Parks, LLC	Delaware	5494913
United Parks Holdings LLC	Delaware	6144874
United Parks, LLC	Florida	M17000001702

Domain Names:

Unitedparks.com

United-parks.com

Social Media Pages:

Facebook page at <https://www.facebook.com/profile.php?id=100068261201915&ref=ts>

X/Twitter page at <https://twitter.com/UnitedParksLLC>